



**ANNUAL  
GENERAL AND SPECIAL  
MEETING**

Notice of Annual General Meeting of Shareholders

Management Information Circular

**Date:**

Thursday, June 23, 2022

**Place:**

Suite 838 – 1100 Melville Street  
Vancouver, British Columbia

**Time:**

11:00 a.m. (Pacific time)

## CORPORATE DATA

### **Head Office**

Suite 838 – 1100 Melville Street  
Vancouver, British Columbia  
V6E 4A6

### **Directors and Officers**

Peter Palmedo, Director (Non-Executive Chairman)  
Pierre B. Lebel, Director  
Kevin Falcon, Director

Sandy McVey, Interim Chief Executive Officer and Chief Operating Officer  
Frank Hallam, Chief Financial Officer & Corporate Secretary

### **Registrar and Transfer Agent**

Computershare Trust Company of Canada  
3<sup>rd</sup> Floor, 510 Burrard Street  
Vancouver, BC V6C 3B9

### **Legal Counsel**

Gowling WLG (Canada) LLP  
Suite 2300, 550 Burrard Street  
Vancouver, BC V6C 2B5

### **Auditor**

Deloitte LLP, Chartered Professional Accountants  
939 Granville Street,  
Vancouver, BC V6Z-1L3

### **Listing**

TSX Venture Exchange (the “Exchange” or “TSXV”)  
Symbol: WVM

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## NOTICE AND ACCESS NOTIFICATION

### NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

You are receiving this notification as West Vault Mining Inc. (the “**Company**”) has decided to use the notice and access model (“**Notice and Access**”) provided for under recent amendments to National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* for the delivery of meeting materials to its shareholders for its annual general meeting of shareholders to be held on **Thursday, June 23, 2022** (the “**Meeting**”). Under Notice and Access, instead of receiving printed copies of the Company’s management information circular (“**Information Circular**”), financial statements for the fiscal year ended December 31, 2021 and management’s discussion and analysis (collectively, the “**Meeting Materials**”), shareholders are receiving this notice with information on how they may access such Meeting Materials electronically. With this notice, shareholders will receive a proxy (in the case of registered shareholders) or a voting instruction form (in the case of non-registered shareholders), enabling them to vote at the Meeting. The Company has adopted this alternative means of delivery in order to further its commitment to environmental sustainability and to reduce its printing and mailing costs. This notice serves as a notice of meeting under section 169 of the *Business Corporations Act* (British Columbia).

#### **Meeting Date, Location and Purposes**

The Meeting will be held on Thursday, June 23, 2022 (“**Meeting Date**”) at 11:00 a.m. (Pacific Time) at Suite 838, 1100 Melville Street, Vancouver, British Columbia, for the following purposes:

1. to elect directors for the ensuing year;
2. to appoint the auditors for the ensuing year and to authorize the directors to fix their remuneration;
3. to consider and if thought fit, pass an ordinary resolution to approve the Company’s new Share Compensation Plan, as described in the accompanying Information Circular;
4. to transact such further or other business as may properly come before the Meeting or any adjournment or adjournments thereof.

**The Company urges shareholders to review the Information Circular before voting.**

## Accessing Meeting Materials Online

The Meeting Materials (and the financial statement request card) can be viewed online under the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com), or the Company's website at [http://westvaultmining.com/investors/agm\\_2022/](http://westvaultmining.com/investors/agm_2022/).

Accompanying this notice are a form of proxy (the "**Proxy**") or voting information form ("**VIF**"), and a financial statement request form ("**Request Form**"). The Information Circular (which can be viewed online at the websites described above) provides additional information relating to the matters to be addressed at the Meeting and is incorporated by reference into this notice.

## Requesting Printed Meeting Materials

Any registered shareholder or Canadian NOBO (as defined in this Information Circular) who wishes to receive a paper copy of the Information Circular prior to the proxy deadline date should contact the Company at 1-866-899-5450. Any Canadian OBO (as defined in this Information Circular) or US beneficial holder who wishes to receive a paper copy of the Information Circular prior to the proxy deadline date should contact Broadridge Investor Communication Solutions, Canada at 1-877-907-7643. To receive the Information Circular in advance of the proxy deadline date, requests for printed copies must be received no later than 11:00 a.m. (Pacific time) on June 19, 2022.

To obtain additional information about the Notice and Access Provisions, or to obtain a paper copy of the Information Circular after the date of the Meeting, please contact Frank Hallam, the Corporate Secretary of the Company, at 1-866-899-5450.

## Stratification

The Company has determined that those registered and beneficial shareholders with existing instructions on their account to receive printed materials and those registered and beneficial shareholders with addresses outside of Canada and the United States will receive printed copies of the Meeting Materials with this notice.

## Voting Process

Registered Shareholders at the close of business on May 6, 2022 may vote in person at the Meeting or by proxy as follows:

*By telephone:* Call the toll-free number indicated on the proxy form and follow the instructions. If you choose to vote by telephone, you cannot appoint any person other than the officers named on the Proxy as your proxy holder.

*On the internet:* Go to the website indicated on the proxy form and follow the instructions on the screen. If you return your proxy via the internet, you can appoint another person, who need not be a shareholder, to represent you at the Meeting by inserting such person's name in the blank space provided in the Proxy. Complete your voting instructions and date and sign the Proxy. Make sure that the person you appoint is aware that he or she has been appointed and attends the Meeting.

*By mail:* Complete the Proxy and return it in the envelope provided. If you return your Proxy by mail, you can appoint another person, who need not be a shareholder, to represent you at the Meeting by inserting such person's name in the blank space provided in the Proxy. Complete your voting instructions and date and sign the Proxy. Make sure that the person you appoint is aware that he or she has been appointed and attends the Meeting.

In order to be valid and acted upon at the Meeting, the deadline for receiving duly completed and executed forms of proxy or submitting a proxy by telephone or over the internet is 11:00 a.m. (Pacific time) on Tuesday, June 21, 2022, (the "**Proxy Deadline**") or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjourned or postponed Meeting. **All proxies must be received by Computershare by the Proxy Deadline in order to be valid and any proxies received after the Proxy Deadline will not be accepted.**

Non-Registered Shareholders may vote or appoint a proxy using their VIF at least one business day in advance of the proxy deposit deadline noted on the form. You should carefully follow the instructions of your intermediary, including those regarding when and where the Proxy or VIF is to be delivered.

## For Any Questions

Shareholders with questions about Notice and Access can contact the Company Toll-Free at 1-866-899-5450.

DATED at Vancouver, British Columbia, this 12<sup>th</sup> day of May, 2022.

**BY ORDER OF THE BOARD**

/s/ Frank R. Hallam  
Frank R. Hallam  
Chief Financial Officer



MANAGEMENT INFORMATION CIRCULAR  
*(containing information as at May 12, 2022 unless indicated otherwise)*

**PROXY SUMMARY**

This summary highlights information contained in this Management Information Circular (the “**Information Circular**”). The summary does not contain all of the information that you should consider. Shareholders are encouraged to read the entire Information Circular carefully prior to voting.

**ANNUAL GENERAL MEETING DETAILS**

Meeting Date	Location	Time
Thursday, June 23, 2022	Suite 838 – 1100 Melville Street Vancouver, British Columbia	11:00 a.m. (Pacific time)

**SHAREHOLDER VOTING MATTERS**

Matter to be Voted on	Management’s Recommendation	Reference Page
Election of Directors	FOR each nominee	Page 4
Appointment of Auditors	FOR	Page 7
Share Compensation Plan Approval	FOR	Page 7

The following chart provides summary information about each director nominee. Additional information regarding the nominees may be found beginning at page 5 of this Information Circular.

Name	Principal Occupation	Year First Appointed	Independent	Committee Participation	
				Audit	Compensation
Peter Palmedo <sup>(1)</sup>	President, Sun Valley Gold LLC	2019	No	✓	✓
Pierre Lebel	Chairman, Imperial Metals Corporation	2010	Yes	✓	✓ <sup>(2)</sup>
Priscila Costa Lima	CFO, Bron Media Corp.	N/A <sup>(3)</sup>	Yes	✓ <sup>(4)</sup>	
Stephen Quin	Non-Executive Director	N/A <sup>(4)</sup>	Yes		✓ <sup>(5)</sup>

**Notes:**

- (1) Chair of the Board (non-executive).
- (2) Chair of the relevant committee.
- (3) Not presently a director of the Board.
- (4) Not presently a member of the Audit Committee. Ms Costa Lima is expected to be appointed as Chair of the Audit Committee in place of Kevin Falcon who is not standing for re-election.
- (5) Not presently a member of the Compensation Committee. Mr Quin is expected to be appointed to the Compensation Committee in place of Kevin Falcon who is not standing for re-election.

## PART I – VOTING INFORMATION

### SOLICITATION OF PROXIES

West Vault Mining Inc. (the “**Company**” or “**West Vault**”) is providing this management information circular (“**Information Circular**”) in connection with the management’s solicitation of proxies for use at the annual general and special meeting of the Company (and any adjournment thereof) to be held on Thursday, June 23, 2022 (the “**Meeting**”) at the place and for the purposes set forth in the accompanying Notice of Meeting (the “**Notice of Meeting**”). Unless the context otherwise requires, when we refer in this Information Circular to the Company, its subsidiaries are also included.

The solicitation of Proxies will be primarily by mail, but Proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company at nominal cost. 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, clearing agencies, custodians, nominees and fiduciaries to forward solicitation materials to the beneficial owners of common shares in the authorized share structure of the Company (the “**Common Shares**”) held of record by such persons and the Company may reimburse such persons for reasonable fees and disbursements incurred by them in so doing. All costs of solicitation by management will be borne by the Company.

The Company has given notice of the Meeting in accordance with NI 54-101, pursuant to which it has sent the Notice of Meeting, form of proxy (the “**Proxy**”) and/or voting information form (“**VIF**”), and a financial statement request form (“**Request Form**”) but not the Information Circular, directly to its registered shareholders (“**Registered Shareholders**”) and its beneficial shareholders (“**Beneficial Shareholders**”).

The contents and the sending of this Information Circular have been approved by the directors of the Company.

### APPOINTMENT OF PROXYHOLDER

The individuals named as proxyholder in the accompanying Proxy are the Interim Chief Executive Officer and Chief Financial Officer, respectively, of the Company (collectively, Management’s designees). **A SHAREHOLDER WISHING TO APPOINT SOME OTHER PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) TO REPRESENT THE SHAREHOLDER AT THE MEETING HAS THE RIGHT TO DO SO, EITHER BY STRIKING OUT THE NAMES OF MANAGEMENT’S DESIGNEES NAMED IN THE ACCOMPANYING PROXY AND INSERTING THE DESIRED PERSON’S OR COMPANY’S NAME IN THE BLANK SPACE PROVIDED IN THE PROXY. A proxy will not be valid unless the completed Proxy is received by Computershare Investor Services Inc. (“Computershare”), Proxy Dept., 100 University Avenue, 8<sup>th</sup> Floor, Toronto, Ontario, M5J 2Y1 on or before 11:00 a.m. (Pacific time) on Wednesday, June 21, 2022 (the second business day before the date of the Meeting), being 48 hours (excluding Saturdays, Sundays and holidays) before the time set for holding the Meeting, or any adjournment thereof.** Proxies delivered after that time will not be accepted.

### REVOCAION OF PROXIES

A shareholder who has given a proxy may revoke it by an instrument in writing executed by the shareholder or by his attorney duly authorized in writing or, where the shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered to the registered office of the Company, at Suite 2300, 550 Burrard Street, Vancouver, British Columbia, V6C 2B5 (Attention: Daniel M. Allen) at any time up to and including the last business day preceding the day of the Meeting, or if adjourned, any reconvening thereof, or to the Chairman of the Meeting on the day of the Meeting or, if adjourned, any reconvening thereof, or in any other manner provided by law. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

### INFORMATION FOR NON-REGISTERED SHAREHOLDERS

**Only Registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most shareholders of the Company are “non-registered” shareholders because the Common Shares they own are not registered in their names but are instead registered in the names of a brokerage firm, bank or other intermediary or in the name of a clearing agency. Shareholders who do not hold their Common Shares in their own name**

**(referred to herein as “Beneficial Shareholders”) should note that only Registered Shareholders may vote at the Meeting.** If Common Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Common Shares will not be registered in such shareholder’s name on the records of the Company. Such Common Shares will more likely be registered under the name of the shareholder’s broker or an agent of that broker. In Canada, the vast majority of such Common Shares are registered under the name of CDS Inc. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). Common Shares held by brokers (or their agents or nominees) on behalf of a broker’s client can only be voted (for or against resolutions) at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting Common Shares for the brokers’ clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

Existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders’ meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. Often the Proxy supplied to a Beneficial Shareholder by its broker is identical to the Proxy provided by the Company to the Registered Shareholders. 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. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”). Broadridge typically prepares a machine-readable voting instruction form, mails those forms to the Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form to vote Common Shares directly at the Meeting. The voting instruction form must be returned to Broadridge (or instructions respecting the voting of Common Shares must be communicated to Broadridge) well in advance of the Meeting in order to have the Common Shares voted.**

Beneficial Shareholders fall into two categories – those who object to their identity being known to the issuers of securities which they own (“**Objecting Beneficial Owners**” or “**OBOs**”) and those who do not object to their identity being made known to the issuers of the securities they own (“**Non-Objecting Beneficial Owners**” or “**NOBOs**”). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from intermediaries via their transfer agents.

This Information Circular and accompanying materials are being sent to Registered Shareholders and Beneficial Shareholders. If you are a Beneficial Shareholder, and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding the Common Shares on your behalf.

The Company has decided to take advantage of the provisions of NI 54-101 that permit it to deliver proxy-related materials directly to its NOBOs. By choosing to send these materials to you directly, the Company (and not the intermediary holding Common Shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions.

As a result, if you are a NOBO of the Company, you can expect to receive a scannable VIF from Computershare. Please complete and return the VIF to Computershare in the envelope provided or by facsimile. In addition, telephone voting and internet voting instructions can be found in the VIF. Computershare will tabulate the results of the VIFs received from the Company’s NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs they receive.

The Company has adopted the Notice and Access procedure described in NI 54-101 and National Instrument 51-102 *Continuous Disclosure Obligations* (“**NI 51-102**”) to distribute its proxy-related materials to the Registered and Beneficial Shareholders using notice and access.

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

The Company has determined that those Registered Shareholders and Beneficial Shareholders with existing instructions on their account to receive printed copies of the Meeting Materials and those with addresses outside of Canada and the United States will receive printed copies of the Meeting Materials with the Notice of Meeting

The Company's OBOs can expect to be contacted by Broadridge or their brokers or their broker's agents as set out above.

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of their brokers, a Beneficial Shareholder may attend the Meeting as proxyholder for the Registered Shareholder and vote the Common Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxyholder for the Registered Shareholder should enter their own names in the blank space on the proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

All references to shareholders in this Information Circular and the accompanying Proxy and Notice of Meeting are to Registered Shareholders unless specifically stated otherwise.

#### **VOTING OF PROXIES**

The Common Shares represented by a properly executed proxy in favour of persons designated as proxyholders in the enclosed Proxy will:

- (a) be voted or withheld from voting in accordance with the instructions of the shareholder appointing the proxyholder on any ballot that may be called for; and
- (b) where a choice with respect to any matter to be acted upon has been specified in the Proxy, be voted in accordance with the specification made in such proxy.

ON A POLL, SUCH COMMON SHARES WILL BE VOTED **IN FAVOUR** OF EACH MATTER FOR WHICH NO CHOICE HAS BEEN SPECIFIED OR WHERE BOTH CHOICES HAVE BEEN SPECIFIED BY THE SHAREHOLDER.

The enclosed Proxy, when properly completed and delivered and not revoked, confers discretionary authority upon the person appointed proxyholder thereunder to vote with respect to amendments or variations of matters identified in the Notice of Meeting, and with respect to other matters which may properly come before the Meeting. In the event that amendments or variations to matters identified in the Notice of Meeting are properly brought before the Meeting or any further or other business is properly brought before the Meeting, it is the intention of the persons designated by management as proxyholders in the enclosed Proxy to vote in accordance with their best judgment on such matters or business. At the time of the printing of this Information Circular, management of the Company knows of no such amendment, variation or other matter which may be presented to the Meeting.

#### **VOTING SHARES AND PRINCIPAL HOLDERS THEREOF**

Authorized Share Structure: an unlimited number of Common Shares without par value

Issued and Outstanding: 58,090,242 Common Shares as at May 6, 2022 (the "**Record Date**")

Only shareholders of record holding Common Shares at the close of business on the Record Date, who either personally attend the Meeting or who have completed and delivered a Proxy in the manner and subject to the provisions described above shall be entitled to vote or to have their Common Shares voted at the Meeting.

On a show of hands, every individual who is present and is entitled to vote as a shareholder or as a representative of one or more corporate shareholders, or who is holding a valid Proxy on behalf of a shareholder who is not present at the Meeting, will have one vote, and on a poll every shareholder present in person or represented by a valid Proxy and every person who is a representative of one or more corporate shareholders, will have one vote for each Common Share registered in that shareholder's name on the list of shareholders, which is available for inspection during normal business hours at Computershare and will be available at the Meeting. **Shareholders represented by proxyholders are not entitled to vote on a show of hands.**

Effective July 2, 2020, the Common Shares were consolidated (the "**Share Consolidation**") on the basis of one new Common Share for ten old Common Shares (1:10). Unless otherwise stated, all information in this Information Circular regarding the issued and outstanding Common Shares, options and weighted average number and per share information has been adjusted to reflect the Share Consolidation.

To the knowledge of the directors and executive officers of the Company, the following companies beneficially own, or control or direct, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to the voting securities of the Company:

Name	Number of Securities	Percentage
Sun Valley Gold LLC	26,822,740 Common Shares <sup>(1)</sup>	46.17%
Ruffer LLP	9,668,800 Common Shares <sup>(2)</sup>	16.64%

**Notes:**

- (1) Sun Valley Gold LLC exercises control and direction over these Common Shares, on behalf of Sun Valley Gold Masters Fund, Ltd., a client account over which Sun Valley Gold LLC has discretionary authority.
- (2) Ruffer LLP exercises control and direction over these Common Shares, on behalf of CF Ruffer Gold Fund and other managed accounts.

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

Other than as set forth in this Information Circular, no person who has been a director or executive officer of the Company at any time since the beginning of the last financial year, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of any of the foregoing, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon other than the election of directors or the appointment of auditors. Directors and executive officers may, however, be interested in the approval of the Company's new share compensation plan (the "**Share Compensation Plan**"), as detailed in "Business of the Meeting".

**PART II – BUSINESS OF THE MEETING**

The Meeting will address the following matters:

1. Receiving the Company's audited consolidated financial statements for the year ended December 31, 2021, together with the auditor's report thereon.
2. Electing the directors who will serve until the next annual general meeting of shareholders.
3. Appointing the auditors that will serve until the next annual general meeting of shareholders and authorizing the board of directors of the Company (the "**Board**") to set their remuneration.
4. Considering and if thought fit, passing an ordinary resolution to approve the Company's new share compensation plan as more particularly described in the Information Circular.

**RECEIVING THE CONSOLIDATED FINANCIAL STATEMENTS**

The Board has approved the consolidated financial statements of the Company and the auditor's report thereon for the financial year ended December 31, 2021, which will be presented at the Meeting. No approval or other action needs to be taken at the Meeting in respect of these documents.

**ELECTION OF DIRECTORS**

The term of office of each of the present directors expires at the Meeting. The persons named below will be presented for election at the Meeting as the Company's nominees and the persons proposed by Management as proxyholders in the accompanying Proxy intend to vote for the election of these nominees. Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated in accordance with the Articles of the Company or the provisions of the *Business Corporations Act* (British Columbia) (the "**BCBCA**").

**Nominees for Election as Directors**

The following table sets out the name of each person proposed to be nominated by management for election as director: such nominee's age; such nominee's place of residence <sup>(1)</sup>; such nominee's present principal occupation

and principal occupations held in the last five years, if applicable; a brief description of the nominee's principal directorships; the number of Common Shares and stock options held, directly or indirectly, by the nominee <sup>(2)</sup>; the date the nominee became a director of West Vault <sup>(3)</sup>; such nominee's current membership on committees of the Board; such nominee's record of attendance at meetings of the Board and its committees during the year ended December 31, 2021; whether or not the Board has determined such nominee to be independent; and whether the nominee is indebted to the Company:

<p><b>Peter Palmedo, 66</b>  <i>President, Sun Valley Gold LLC</i>  Ketchum, Idaho USA</p> <p>Committees:</p> <ul style="list-style-type: none"> <li>• Compensation</li> <li>• Audit</li> </ul> <p>Common Shares: 26,822,740 <sup>(4)</sup></p> <p>Options: 160,000</p>	<p>Peter Palmedo is President of Sun Valley Gold LLC, an investment advisory firm dedicated to the management of investments in the asset class of gold, which he founded in 1992. Previously, he worked for Morgan Stanley &amp; Co. as a principal of the firm specializing in equity portfolio risk management and derivatives. Mr. Palmedo was also a director of Chesapeake Gold Corp. until 2013.</p> <p>Board Details:</p> <ul style="list-style-type: none"> <li>• Director since June 2019</li> <li>• Meetings attended: Board: 5/5; Audit: 1/1; Compensation: 1/1</li> <li>• Non-Independent Board Member (Non-Executive Chairman)</li> <li>• Indebtedness to Company: Nil</li> </ul>
<p><b>Pierre Lebel, 72</b>  <i>Chairman, Imperial Metals Corp.</i>  Vancouver, B.C., Canada</p> <p>Committees:</p> <ul style="list-style-type: none"> <li>• Compensation (Chair)</li> <li>• Audit</li> </ul> <p>Common Shares: 24,300</p> <p>Options: 235,000</p>	<p>Chairman of Imperial Metals Corp. since 2003, and prior President from 1986-2003, Pierre Lebel has extensive experience in managing public companies and has served as a director of a number of public companies. In 1998, he was the recipient of the E.A. Scholz Award for excellence in mine development in British Columbia. Mr. Lebel is a director and audit committee member of HomeEquity Bank and a director of the Business Council of British Columbia and the Lions Gate Hospital Foundation. He holds an MBA from McMaster University and an LLB from the University of Western Ontario.</p> <p>Board Details:</p> <ul style="list-style-type: none"> <li>• Director since May 2010;</li> <li>• Meetings attended: Board: 5/5; Audit: 4/4; compensation 1/1</li> <li>• Independent Board Member</li> <li>• Indebtedness to Company: Nil</li> </ul>
<p><b>Priscila Costa Lima, 46</b>  <i>CFO, Bron Media Corp.</i>  Vancouver, B.C. Canada</p> <p>Committees:</p> <ul style="list-style-type: none"> <li>• Audit (Chair) <sup>(5)</sup></li> </ul> <p>Common Shares: Nil</p> <p>Options: Nil</p>	<p>Priscila Costa Lima occupies the position of Chief Financial Officer of Bron Media Corp. She is also on the board of South Star Battery Metals Corp. In the past she held the position of Chief Financial Officer of Oro Gold Resources Ltd. and Chief Financial Officer of Marlin Gold Mining Ltd. A CPA, CMA, Ms. Costa Lima holds a BBA in Finance with a Joint Major in Economics from Simon Fraser University.</p> <p>Board Details:</p> <ul style="list-style-type: none"> <li>• New Director Nominee</li> <li>• Meetings attended: N/A</li> <li>• Independent Director Nominee</li> <li>• Indebtedness to Company: Nil</li> </ul>

<p><b>Stephen Quin, 62</b>  <i>Non-Executive Director, Kutchco Copper Corp. and BPG Metals Corp.</i>  West Vancouver, B.C. Canada</p> <p>Committees:</p> <ul style="list-style-type: none"> <li>• Compensation <sup>(6)</sup></li> </ul> <p>Common Shares: Nil</p> <p>Options: Nil</p>	<p>Stephen Quin is a mining geologist with over 40 years' experience in the mining and exploration industry, including finance, development, and the operation of producing companies. Over his career Mr. Quin has held senior management positions with numerous mining and exploration companies, including President and CEO of Midas Gold Corp. (now Perpetua Resources Corp.) and Sherwood Copper Corp., President and COO of Capstone Mining Corp. and Executive VP of Miramar Mining Corporation. At Sherwood Copper, he led the advancement of the Minto Mine through exploration, feasibility, construction and production. Mr. Quin is a graduate of the Royal School of Mines, London, with a B.Sc. (Honours) in Mining Geology and is currently non-executive director of Kutchco Copper Corp. and BPG Metals Corp.</p> <p>Board Details:</p> <ul style="list-style-type: none"> <li>• New Director Nominee</li> <li>• Meetings attended: N/A</li> <li>• Independent Director Nominee</li> <li>• Indebtedness to Company: Nil</li> </ul>
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**Notes:**

- (1) The information as to the province/state and country of residence and principal occupation, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (2) The information as to securities beneficially owned, or controlled or directed, directly or indirectly, by each proposed director, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (3) The term of office of each of the directors elected at the Meeting will expire at the next annual meeting of the shareholders of the Company.
- (4) These Common Shares are beneficially owned by Sun Valley Gold Master Fund, Ltd., a client account over which Sun Valley Gold LLC has discretionary authority. As of the date hereof, these Common Shares represent approximately 46.17% of the issued and outstanding Common Shares.
- (5) Ms. Costa Lima is expected to be appointed as Chair of the Audit Committee following the Annual General Meeting.
- (6) Mr. Quin is expected to be appointed as a member of the Compensation Committee following the Annual General Meeting.

None of the proposed directors (or any of their personal holding companies) of the Company:

- (a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company, including the Company, that: (i) was subject to a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days while that person was acting in the capacity as director, executive officer or chief financial officer; or (ii) was the subject of a cease trade or similar order or an order that denied the issuer access to any exemption under securities legislation in each case for a period of 30 consecutive days, that was issued after the person ceased to be a director, chief executive officer or chief financial officer in the company and which resulted from an event that occurred while that person was acting in the capacity as director, executive officer or chief financial officer; or
- (b) is as at the date of this Information Circular or has been within the 10 years before the date of this Information Circular, a director or executive officer of any company, including the Company, that while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager as trustee appointed to hold the assets of that individual.

None of the proposed directors (or any of their personal holding companies) has been subject to (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

#### **APPOINTMENT OF AUDITORS**

Unless such authority is withheld, the persons named in the accompanying proxy intend to vote for the reappointment of Deloitte LLP, Chartered Professional Accountants, as auditors of the Company and to authorize the directors to fix their remuneration.

An ordinary resolution for the appointment of the auditors must be passed by a simple majority (>50%) of the votes cast at the Meeting by the shareholders entitled to vote who are represented in person or by Proxy at the Meeting.

#### **APPROVAL OF SHARE COMPENSATION PLAN**

The Company is proposing to adopt the Share Compensation Plan that will govern all future grants of restricted share units (the “RSUs”) and options to purchase Common Shares (the “Options”). If the Share Compensation Plan is adopted, the Existing Plan will continue to exist but only for the purpose of governing the terms of all outstanding options that have already been issued under the Existing Plan before the adoption of the Share Compensation Plan. See “*Compensation Discussion And Analysis – Option Based Awards*” for a description of the Existing Plan.

The Share Compensation Plan will be a 10% “rolling” plan pursuant to which the number of Common Shares which may be issuable pursuant to RSUs and Options granted under the Share Compensation Plan, together with those Common Shares issuable pursuant to any other security based compensation arrangements of the Company or its subsidiaries, including the Existing Plan, is a maximum of 10% of the issued and outstanding Common Shares at the time of the grant.

The Share Compensation Plan provides that participants (each, a “Participant”), who may include Participants who are citizens or residents of the United States (“U.S. Participants”), with the opportunity, through RSUs and Options, to acquire an ownership interest in the Corporation. The RSUs will rise and fall in value based on the value of the Common Shares. Unlike the Options, the RSUs will not require the payment of any monetary consideration to the Company. Instead, each RSU represents a right to receive Common Shares or cash (or a combination of the foregoing) following the attainment of any vesting criteria determined at the time of the award. The Options, on the other hand, are rights to acquire Common Shares upon payment of monetary consideration (i.e., the exercise price), subject also to any vesting criteria determined at the time of the grant, and also subject to cashless exercise and net exercise features of the Share Compensation Plan described below.

If the Share Compensation Plan is approved by shareholders at the Meeting, no new options will be granted under the Existing Plan. The Existing Plan will continue to govern the terms of all outstanding options issued under the Existing Plan and the total number of outstanding options issued (but not exercised) under the Existing Plan will count towards the maximum number of RSUs and Options issuable under the Share Compensation Plan.

The following description of the Share Compensation Plan assumes that the Share Compensation Plan, as presented to shareholders, is approved at the Meeting. A copy of the proposed Share Compensation Plan is attached to this Information Circular as Schedule “D”.

#### ***Purpose of the Share Compensation Plan***

The stated purpose of the Share Compensation Plan is to advance the interests of the Company and its subsidiaries, and its shareholders by: (a) ensuring that the interests of Participants are aligned with the success of the Company and its subsidiaries; (b) encouraging stock ownership by such persons; and (c) providing compensation opportunities to attract, retain and motivate such persons.

The following people will be eligible to participate in the Share Compensation Plan: any officer or employee of the Company or any officer or employee of any affiliate of the Company and, solely for purposes of the grant of Options, any director of the Company or any director of any affiliate of the Company, and any Consultant (defined under the Share Compensation Plan as an individual (other than an employee or a director of the Company) that: (A) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to an affiliate of the Company other than services in connection with the offer or sale of securities in a capital-raising transaction, or that directly or indirectly promote or maintain a market for the Company’s securities; without limiting

the foregoing, a consultant engaged in investor relations activities is not an eligible Consultant; (B) provides the services under a written contract between the Company or the affiliate and the individual or the Company, as the case may be; (C) 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 an affiliate of the Company; and (D) has a relationship with the Company or an affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company.

#### ***Administration of the Share Compensation Plan***

The Share Compensation Plan will be administered by the Board or such other persons as may be designated by the Board (the “**Administrators**”) based on the recommendation of the compensation committee of the Board (the “**Compensation Committee**”). The Administrators will, among other things, adopt rules and regulations for implementing the Share Compensation Plan and determine the eligibility of persons to participate in the Share Compensation Plan, when RSUs and Options will be awarded or granted, the number of RSUs and Options to be awarded or granted, the vesting criteria for each award of RSUs and grant of Options and all other terms and conditions of each award and grant.

#### ***Number of Common Shares Issuance under the Share Compensation Plan***

The number of Common Shares that will be available for issuance upon the vesting of RSUs awarded and Options granted under the Share Compensation Plan will be limited to 10% of the issued and outstanding Common Shares at the time of any grant, as reduced by the number of Common Shares that may be issued pursuant to options outstanding under the Existing Plan or any other share compensation arrangement.

#### ***Restrictions on the Award of RSUs and Grant of Options***

Certain restrictions on awards of RSUs and grants of Options will apply as follows:

- (a) the total number of Common Shares issuable under the Share Compensation Plan or any other share compensation arrangements of the Company, including the Existing Plan, cannot exceed 10% of the Common Shares then outstanding, including the RSUs that may be awarded thereunder;
- (b) the total number of Common Shares issuable to any one Participant under the Share Compensation Plan and any other share compensation arrangements of the Company in a 12 month period cannot exceed 5% of the Common Shares then outstanding at the time of grant;
- (c) the total number of Common Shares issuable to insiders under the Share Compensation Plan and any other share compensation arrangements of the Company cannot exceed 10% of the Common Shares then outstanding at the time of grant; and the maximum aggregate number of Common Shares issuable pursuant to all share compensation arrangements granted or issued in any 12 month period to insiders (as a group) must not exceed 10% of the Issued Shares of the Issuer, calculated as at the date any award is granted or issued to any insider;
- (d) the total number of Common Shares issuable to any one Consultant under the Share Compensation Plan and any other share compensation arrangements of the Company within any 12 month period cannot exceed 2% of the Common Shares then outstanding at the time of grant; and
- (e) the total number of Common Shares issuable to persons retained to provide investor relations activities under the Share Compensation Plan and any other share compensation arrangements of the Company within any 12 month period cannot exceed 2% of the Common Shares then outstanding at the time of grant provided, that Options granted to any persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months with no more than  $\frac{1}{4}$  of the Options vesting in any three month period. Persons retained to provide Investor Relations Activities may not receive any Awards other than Options.

#### ***Mechanics for RSUs and Options***

RSUs awarded to Participants under the Share Compensation Plan will be credited to an account that will be established on their behalf and maintained in accordance with the Share Compensation Plan. After the relevant date of vesting of any RSUs awarded under the Share Compensation Plan, a Participant shall be entitled to receive and the Corporation shall issue or pay (at its discretion): (a) a lump sum payment in cash equal to the number of vested RSUs recorded in the Participant’s account multiplied by the volume weighted average price of the Common Shares traded on the Exchange for the five (5) consecutive trading days prior to the payout date; (b) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant’s RSUs in the Participant’s account

will be, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares; or (c) any combination of thereof.

Each Option granted pursuant to the Share Compensation Plan will entitle the holder thereof to the issuance of one Common Share upon achievement of the vesting criteria and payment of the applicable exercise price. Options granted under the Share Compensation Plan will be exercisable for Common Shares issued from treasury once the vesting criteria established by the Administrators at the time of the grant have been satisfied. However, the Company will retain the flexibility to satisfy its obligation to issue Common Shares through the cashless exercise or Net Exercise Alternative (defined below) exercise features set out in the Share Compensation Plan (both described below under "Other Terms").

### ***Vesting Provisions***

The Share Compensation Plan provides that: (i) at the time of the award of RSUs, the Administrators will determine the vesting criteria applicable to the awarded RSUs; (ii) vesting of RSUs may include criteria such as performance vesting; (iii) each RSU shall be subject to vesting in accordance with the terms set out in an agreement evidencing the award of the RSU attached as an exhibit to the Share Compensation Plan (or in such form as the Administrators may approve from time to time) (each an "**RSU Agreement**"); and (iv) all vesting and issuances or payments in respect of an RSU shall be completed no later than December 15 of the third calendar year commencing after the award date for such RSU. A Restricted Share Unit shall not vest prior to the date that is one year following the award date of such RSU.

With respect to RSUs of a U.S. Participant, the date of vesting means the date on which the RSUs are no longer subject to a substantial risk of forfeiture, because the continued-service vesting conditions, performance-based vesting conditions, if any, and any other vesting conditions have been satisfied, deemed satisfied or waived.

The Share Compensation Plan provides that at the time of the grant of any Options, the Administrators shall determine, in accordance with minimum vesting requirements of the Exchange, the vesting criteria applicable to such Options. The Administrators may determine when any Option will become exercisable and may determine that Options shall be exercisable in instalments or pursuant to a vesting schedule. The Option Agreement will disclose any vesting conditions prescribed by the Administrators

Under the Share Compensation Plan, should the date of vesting of an RSU or Option fall within a blackout period or within nine business days following the expiration of a blackout period, the date of vesting will be automatically extended to the tenth business day after the end of the blackout period. Notwithstanding the foregoing, with respect to RSUs awarded to U.S. Participants, no such extension shall operate to extend the time of settlement/payment with respect to such RSU except to the extent permitted under the Code.

### ***Change of Control and Reorganization Adjustments***

If there is a change of control transaction, the Administrators may, in their sole discretion, determine that any or all unvested RSUs and any or all Options shall vest or become exercisable, as applicable, at such time and in such manner as determined by the Administrators in their sole discretion such that Participants will be able to participate in the change of control transaction, including, at the election of the holder thereof, by surrendering such RSUs and Options to the Company or a third party or exchanging such RSUs or Options, for consideration in the form of cash and/or securities, to be determined by the Administrators, subject, in the case of a U.S. Participants, to the applicable requirements of the Code.

In the event of any declaration by the Company of any stock dividend payable in securities (other than a dividend which may be paid in cash or in securities at the option of the holder of Common Shares), or any subdivision or consolidation of the Common Shares, reclassification or conversion of the Common Shares, or any combination or exchange of securities, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off involving the Company, distribution (other than normal course cash dividends) of Company assets to holders of Common Shares, or any other corporate transaction or event involving the Company or the Common Shares, the Administrators may, subject to Exchange approval as necessary, in their sole discretion make such changes or adjustments, if any, as the Administrators consider fair or equitable to reflect such change or event including, without limitation, adjusting the number of RSUs and Options outstanding under the Share Compensation Plan, the type and number of securities or other property to be received upon exercise or redemption thereof, and the exercise price of Options outstanding under the Share Compensation Plan, provided that the value of any RSU or Option immediately after such an adjustment shall not exceed the value of such RSU or Option prior thereto.

## Other Terms

The Administrators will determine the exercise price and term/expiration date of each Option, provided that the exercise price in respect of that Option shall not be less than the Discounted Market Price on the date of grant. "Discounted Market Price" is defined in the Share Compensation Plan as the Market Price of the Common Shares, less a discount of up to 25% if the Market Price is \$0.50 or less; up to 20% if the Market Price is between \$2.00 and \$0.51; and up to 15% if the Market Price is greater than \$2.00 (and subject, notwithstanding the application of any such maximum discount, to a minimum price per share of \$0.05); and "Market Price" is defined in the Share Compensation Plan as "as of any date, the closing price of the Common Shares on the Exchange for the last market trading day prior to the date of grant of the Option or if the Common Shares are not listed on a stock exchange or quotation system, the Market Price shall be determined in good faith by the Administrators.

With respect to Options granted to U.S. Participants, the exercise price shall not be less than Market Price.

Cashless exercise of Options will only be available to a Participant that is outside of the United States and is not a U.S. person, who was granted and is exercising such Options outside the United States in compliance with Regulation S under the 1933 Act at a time when the Common Shares are listed and posted for trading on a stock exchange or market in Canada, the Participant intends to immediately sell the Common Shares issuable upon exercise of such Options in Canada and the proceeds of sale will be sufficient to satisfy the exercise price of the Options. If an eligible Participant elects to exercise the Options through cashless exercise and complies with any relevant protocols approved by the Administrators, a sufficient number of the Common Shares issued upon exercise of the Options will be sold in Canada by a designated broker on behalf of the Participant to satisfy the exercise price of the Options, the exercise price of the Options will be delivered to the Company and the Participant will receive only the remaining unsold Common Shares from the exercise of the Options and the net proceeds of the sale after deducting the exercise price of the Options, applicable taxes and any applicable fees and commissions, all as determined by the Administrators from time to time. The Company may not deliver the Common Shares issuable upon a cashless exercise of Options until receipt of the exercise price therefor, whether by a designated broker selling the Common Shares issuable upon exercise of such Options through a short position or such other method determined by the Administrators in compliance with applicable laws. Cashless exercise is not available to US Participants.

Each Participant, other than Participants retained to perform investor relations activities, will, have the alternative, when entitled to exercise an Option, to deal with such Option on a "net exercise" basis, (the "**Net Exercise Alternative**") in the manner set out and in accordance with the terms of the Share Compensation Plan and subject to the discretion of the Administrators to permit such Net Exercise Alternative. Without limitation, the Administrators may determine in their discretion that such Net Exercise Alternative, if any, grants a Participant the right to surrender such Option in whole or in part by notice in writing to the Company and in lieu of receiving Common Shares pursuant to the exercise of the Option, receive, that number of Common Shares, disregarding fractions, which is equal to the quotient obtained by: (a) for Participants who are non U.S. Participants, subtracting the applicable exercise price from the fair market value on the business day immediately prior to the exercise of the Net Exercise Alternative, or for U.S. Participants, subtracting the closing price of the Common Shares on the Exchange on the last trading day prior to the exercise of the Net Exercise Alternative, and multiplying the remainder by the number of Common Shares issuable to the Participant on the exercise of Options; and (b) dividing the net amount obtained under subsection (a) above for Participants who are not U.S. Participants, by the fair market value on the business day immediately prior to the exercise of the Net Exercise Alternative or for U.S. Participants, by the closing price of the Common Shares on the Exchange on the last trading day prior to the exercise of the Net Exercise Alternative, provided that the Participant pays to the Company an amount equal to the tax obligations applicable to the Common Shares issuable to the Participant on the exercise of Options or otherwise makes arrangements satisfactory to the Company in accordance with the Share Compensation Plan.

No Option shall be exercisable after ten years from the date the Option is granted. Under the Share Compensation Plan, should the term of an Option expire on a date that falls within a blackout period or within nine business days following the expiration of a blackout period, such expiration date will be automatically extended to the tenth business day after the end of the blackout period.

### **Event of Termination**

If an event occurs whereby a Participant ceases, for any reason whatsoever, to be an eligible person under the Share Compensation Plan, any unvested RSUs and Options, shall, unless otherwise determined by the Administrators in their discretion, forthwith and automatically be cancelled, terminated and not available for exercise or payment and any vested Options may be exercised only before the earlier of: (i) the termination of the Option; and (ii) six months

after the date of the event of termination. If a person is terminated for just cause, all Options will be (whether or not then exercisable) automatically cancelled.

***Amendment Provisions in the Share Compensation Plan***

The Board may amend the Share Compensation Plan or any RSU or Option at any time without the consent of any Participant provided that such amendment shall:

- (a) not adversely alter or impair any RSU previously awarded or any Option previously granted, except as permitted by the adjustment provisions of the Share Compensation Plan and with respect to RSUs and Options of US Participants, such amendment will not result in the imposition of taxes under the Code;
- (b) be subject to any regulatory approvals including, where required, the approval of the Exchange; and
- (c) be subject to shareholder approval, where required, by the requirements of the Exchange, provided that shareholder approval shall not be required for the following amendments:
  - (i) amendments of a “housekeeping nature”, including any amendment to the Share Compensation Plan or a RSU or Option that is necessary to comply with applicable laws, tax or accounting provisions or the requirements of any regulatory authority, stock exchange or quotation system and any amendment to the Share Compensation Plan or an RSU or Option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
  - (ii) amendments that are necessary or desirable for RSUs or Options to qualify for favourable treatment under any applicable tax law;
  - (iii) amendments to the vesting provisions of any RSU or any Option (including any alteration, extension or acceleration thereof);
  - (iv) amendments to the termination provisions of any Option (for example, relating to termination of employment, resignation, retirement or death) that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of a blackout period);
  - (v) introduction of features to the Share Compensation Plan that would permit the Company to, instead of issuing Common Shares from treasury upon the vesting of the Restricted Share Units, retain a broker and make payments for the benefit of Participants to such broker who would purchase Common Shares in the open market for such Participants;
  - (vi) amendments to the Share Compensation Plan that would permit the Corporation to make lump sum cash payments to Participants, instead of issuing Common Shares from treasury upon the vesting of the RSUs;
  - (vii) the amendment of the cashless exercise or net exercise features set out in the Share Compensation Plan; and
  - (viii) change the application of the change of control provisions or the reorganization adjustments provisions in the Share Compensation Plan.

For greater certainty, shareholder approval will be required in circumstances where an amendment to the Share Compensation Plan would:

- (a) change from a fixed maximum percentage of issued and outstanding Common Shares to a fixed maximum number of Common Shares;
- (b) increase the limits referred to above under “Restrictions on the Award of RSUs and Grant of Options”;
- (c) reduce the exercise price of any Option (including any cancellation of an Option for the purpose of reissuance of a new Option at a lower exercise price to the same person);
- (d) extend the term of any Option beyond the original term (except if such period is being extended by virtue of a blackout period); or
- (e) amend the amendment provisions of the Share Compensation Plan.

Amendments will be subject to disinterested shareholder approval in the event of any reduction in the exercise price or the extension of the term of any Option granted under the Plan to an insider participant.

### ***Termination of the Share Compensation Plan***

The Administrators may terminate the Share Compensation Plan at any time in their absolute discretion. If the Share Compensation Plan is so terminated, no further RSUs shall be awarded and no further Options shall be granted, but the RSUs then outstanding and credited to Participants and the Options then outstanding shall continue in full force and effect in accordance with the provisions of the Share Compensation Plan. Any termination of the Share Compensation Plan shall occur in a manner that will not result in the imposition of taxes on a U.S. Participant under the Code.

### ***Transferability***

RSUs awarded and Options granted under the Share Compensation Plan or any rights of a Participant cannot be transferred, assigned, charged, pledged or hypothecated, or otherwise alienated, whether by operation of law or otherwise.

The ordinary resolution, substantially in the form below, must be passed by at least a majority of the votes cast at the Meeting.

“**RESOLVED**, as an ordinary resolution, that:

1. the Share Compensation Plan as described in the Information Circular and dated May 12, 2022, attached as Schedule “D” thereto, be and is hereby approved, subject to the acceptance for filing thereof by the TSX Venture Exchange and the grant of options thereunder in accordance therewith, be approved;
2. the number of Common Shares reserved for issuance under the Share Compensation Plan shall be no more than 10% of the Company’s issued and outstanding share capital at the time of any award grant;
3. the Board of the Company be authorized to make any changes to the Share Compensation Plan as may be required or permitted by the TSX Venture Exchange;
4. any director or officer of the Company is hereby authorized and directed for and in the name of and on behalf of the Company to execute or cause to be executed, whether under corporate seal of the Company or otherwise, and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as in the opinion of such director or officer may be necessary or desirable in connection with the foregoing; and
5. notwithstanding that this resolution has been duly passed by the shareholders of the Company, the Share Compensation Plan is conditional upon receipt of final approval from the TSX Venture Exchange and the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of the shareholders of the Company, at any time if such revocation is considered necessary or desirable by the directors.”

**If named as proxy, Management’s designees intend to vote the Common Shares represented by such Proxy at the Meeting FOR the approval of the Share Compensation Plan, unless otherwise directed in the instrument of Proxy.**

### **OTHER MATTERS**

It is not known that any other matters will come before the Meeting other than as set forth above and in the Notice of Meeting accompanying this Information Circular, but if such should occur, Management’s designees intend to vote on them in accordance with their best judgement, exercising discretionary authority with respect to amendments or variations of matters identified in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment thereof.

## **PART III – STATEMENT OF EXECUTIVE COMPENSATION**

For the purposes of this Information Circular, a Named Executive Officer (“**NEO**”) of the Company means each of the following individuals:

- (a) the chief executive officer (“**CEO**”) of the Company;
- (b) the chief financial officer (“**CFO**”) of the Company;

- (c) each of the Company's three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at December 31, 2021 whose total compensation was, individually, more than \$150,000, as determined in accordance with subsection 1.3(6) of Form 51-102F6 *Statement of Executive Compensation*, for that financial year; and
- (d) each individual who would be an NEO under paragraph (c) above but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at December 31, 2021.

During the financial year ended December 31, 2021, the Company had three NEOs: Sandy McVey, Interim CEO <sup>(1)</sup> and Chief Operating Officer (“**COO**”) of the Company; Frank Hallam, CFO and Corporate Secretary of the Company; and R. Michael Jones, President and CEO of the Company until September 1, 2021.

## **COMPENSATION DISCUSSION AND ANALYSIS**

The Company does not generate operating cash flows and relies on equity financings to fund its exploration and corporate activities. Therefore, as the Company seeks to attract, retain and motivate highly skilled and experienced executive officers, it must at the same time consider current market and industry circumstances and the Company's liquidity and ability to raise further capital.

The Compensation Discussion and Analysis that follows outlines the Company's executive compensation components and philosophies, which at times during the early part of the year, was tempered by the Company's desire to preserve capital in light of uncertain economic circumstances.

### **Executive Compensation Philosophy and Objectives**

The Company's principal goal is to create value for its shareholders. The Company's compensation philosophy reflects this goal, and is based on the following fundamental principles:

1. *Compensation programs align with shareholder interests* – the Company aligns the goals of executive officers with maximizing long term shareholder value;
2. *Performance sensitive* – compensation for executive officers should be linked to operating and market performance of the Company and fluctuate with the performance; and
3. *Offer market competitive compensation to attract and retain talent* – the compensation program should provide market competitive pay in terms of value and structure in order to retain existing employees who are performing according to their objectives and to attract new individuals of the highest caliber.

The Company does not have a formal compensation program with set benchmarks nor has the Compensation Committee of the Company's Board formally considered the implications of the risks associated with the Company's compensation policies and practices. However, given the Company's size and nature of compensation provided to its executives in the last financial year, the Board does not view any significant risk that would be likely to have a material adverse effect on the Company. The Company does have an informal program designed to encourage, compensate and reward employees on the basis of individual and corporate performance, including but not limited to the price of the Common Shares of the Company, both in the short and the long term, and to align the interests of executive officers with the interest of the Company's shareholders. This alignment of interests is achieved by making long term equity-based incentives through the granting of stock options, a significant component of executive compensation (on the assumption that the performance of the Company's Common Share price over the long term is an important indicator of long-term performance).

The objectives of the compensation program in compensating the active NEOs are derived from the above-mentioned compensation philosophy and are as follows: to attract, motivate and retain highly skilled and experienced executive officers; to align the interests of executive officers with shareholders' interests and with the execution of the Company business strategy; and, to tie compensation directly to those measurements and rewards based on achieving and exceeding performance expectations.

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### **Note:**

(1) Sandy McVey was appointed Interim CEO of the Company on September 1, 2021, following the resignation of R. Michael Jones as a director, President and CEO of the Company.

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

### **Competitive Compensation**

The Company is dependent on individuals with specialized skills and knowledge related to the exploration for and development of mineral prospects, corporate finance and management. Therefore, the Company seeks to attract, retain and motivate highly skilled and experienced executive officers by providing competitive compensation. The Compensation Committee reviews data related to compensation levels and programs of various companies that are similar in size to the Company and operate within the mining exploration and development industry, prior to making its recommendations to the Board. The Compensation Committee also relies on the experience of its members as officers and/or directors of other companies in similar lines of business as the Company in assessing compensation levels. The purpose of this process is to: (1) understand the competitiveness of current pay levels for each executive position relative to companies with similar revenues and business characteristics; (2) identify and understand any gaps that may exist between actual compensation levels and market compensation levels; and (3) establish as a basis for developing salary adjustments and short term and long term incentive awards for the Compensation Committee's approval and recommendation to the Board.

### **Elements of Executive Compensation**

A combination of fixed and variable compensation is used to motivate executives to achieve overall corporate goals. For the financial year ended December 31, 2021, the three basic components of executive officer compensation were: (1) base salary; (2) annual incentives (cash bonus); and (3) option based awards (long-term compensation).

Base salary comprises the portion of executive compensation that is fixed, whereas annual incentives and option based compensation represent compensation that is "at risk" and thus may or may not be paid to the respective executive officer depending on: (i) whether the executive officer is able to meet or exceed his or her applicable performance expectations; (ii) market performance of the Company's Common Shares; and, (iii) the Company's liquidity and ability to raise further capital in the prevailing economic environment.

No specific formulae have been developed to assign a specific weighting to each of these components. Instead, the Compensation Committee reviews each element of compensation for market competitiveness, and it may weigh a particular element more heavily based on the NEO's role and responsibilities within the Company. The focus is on remaining competitive in the market with respect to "total compensation" as opposed to within any one component of executive compensation.

The Compensation Committee reviews on an annual basis the cash compensation, performance and overall compensation package of each active NEO. It then submits to the Board recommendations with respect to base salary adjustments, bonuses and participation in option based compensation arrangements for each executive officer.

Base salary is targeted to be competitive in the market place in order to attract and retain qualified individuals to the Company and then typically serves as the foundation for determining annual and long term incentive plan amounts. The actual amount of annual incentive is decided based on individual performance and the discretion of the Compensation Committee. Long term compensation is targeted to be competitive in the market place, but is positioned in such a way as to have significant pay at risk and dependent upon the long term success of the Company.

In the case of the CEO and CFO they are compensated in accordance with a part time role as salary or management fees and are provided bonus compensation for specific performance on successful transactions or financings.

### ***Base Salary***

The Compensation Committee and the Board approve the salary ranges for the active NEOs. Base salaries are set with the goal of being competitive with corporations of a comparable size and at the same stage of development, thereby enabling the Company to compete for and retain executive officers critical to the Company's long term success. In determining the base salary of an executive officer, the Compensation Committee places equal weight on the following criteria: (1) the particular responsibilities related to the position; (2) salaries paid by comparable businesses; (3) the experience level of the executive officer; and (4) his or her overall performance or expected performance (in the case of a newly hired executive officer).

The Compensation Committee makes an assessment of these criteria, and using this information together with budgetary guidelines and other internally generated planning and forecasting tools, performs an annual assessment of the compensation of all executive officer and employee compensation levels. To date, comparative data for the Company's peer group has been accumulated internally, without the use of any external independent consultants or compensation specialists. The Compensation Committee has had access to other public company data through available information and other public company boards where the members serve.

During the financial year ending December 31, 2021, a base salary of \$167,375 (2020 – \$195,000) was paid to the Company's Interim CEO; a base salary was paid to the Company's CFO of \$76,400 (2020 – \$76,400); and approximately: \$176,000 (2020 – \$66,000) was paid as a base management fee to the Company's former President and CEO of which \$132,000 was for severance. Employee salaries are based on fair market value and individual performance assessed by management. Incentives and options are considered separately from base salary.

#### ***Annual Incentives (Cash Bonus)***

Executive officers are eligible for an annual discretionary bonus, payable in cash. The Board approves such annual incentives and the Board relies heavily on the recommendations of the Compensation Committee in granting them. The Compensation Committee assesses each active NEO's performance and his or her respective contribution to the Company's success, and after taking into account the financial and operating performance of the Company, makes a recommendation to the Board. Competitive levels of base salary, comparisons and option based awards are considered when setting incentives. Overall compensation is considered as a whole including annual incentives.

In the financial year ended December 31, 2021 the Company's Interim CEO was paid or accrued a cash bonus of \$15,500 (2020 – \$10,000); the Company's CFO was paid or accrued a cash bonus of \$30,000 (2020 – \$20,000); and the Company's former President and CEO was paid a cash bonus of \$Nil (2020 - \$20,000).

#### ***Compensation Governance***

The Compensation Committee is responsible for ensuring that the Company has in place an appropriate plan for executive compensation and for making recommendations to the Board with respect to the compensation of the Company's executive officers. The Compensation Committee ensures that total compensation paid to all executive officers is fair and reasonable and is consistent with the Company's compensation philosophy.

As of the date of this Information Circular, the Company's Compensation Committee is comprised of Pierre Lebel, Kevin Falcon and Peter Palmedo. Messrs. Lebel and Falcon are independent directors of the Company. Management expects that following the Meeting Mr. Quin will be appointed as a member of the Compensation Committee in place of Mr. Falcon who will not stand for re-election.

The Compensation Committee has expertise which is relevant to their responsibilities in executive compensation, as in, among other things, evaluating overall compensation policies, plans and practices, as well as setting compensation for executive officers; overseeing and administering equity compensation plans; and establishing employment, retention and severance arrangements for executive officers. The members of the Compensation Committee are also board members of other publicly listed mining companies and are knowledgeable about the market compensation levels and policy requirements to ensure the Company has appropriate compensation policies in place.

Skills and experience that enable the Compensation Committee to make decisions on the suitability of the Company's compensation policies and practice include:

**Pierre Lebel:** Mr. Lebel is the Compensation Committee Chairman, a director of Imperial Metals Corporation, a director and audit committee member of HomeEquity Bank and a director of the Business Council of British Columbia and Lions Gate Hospital Foundation.

**Kevin Falcon:** Mr. Falcon is the leader of the British Columbia Liberal Party as of 2022 and the Executive Vice President of Anthem Capital Corp. Mr. Falcon was Deputy Premier and Minister of Finance of British Columbia from March 2011 to September 2012.

**Peter Palmedo:** Mr. Palmedo is President and Managing Member of Sun Valley Gold LLC, a major shareholder of the Company.

The Compensation Committee believes that it is important to award incentive stock options as part of an overall compensation package. Encouraging its executive officers and employees to become shareholders of the Company is, in the Compensation Committee's view, the best way to align their interests with those of the Company's shareholders.

## Option-Based Awards

Equity participation is accomplished through the Company's current Existing Plan, which is designed to give each option holder an interest in preserving and maximizing shareholder value in the longer term, to enable the Company to attract and retain individuals with experience and ability, and to reward individuals for current performance and expected future performance. Internal experience of the Compensation Committee and Board is used with respect to option levels and comparisons are made to similar companies at the same stage of development in the mining industry.

The Compensation Committee considers stock option grants when reviewing executive officer compensation packages as a whole. Stock options granted to NEOs during the most recently completed financial year are disclosed below under the heading "*Summary Compensation Table*".

The Board reviews the adequacy and form of compensation and compares it to other companies of similar size and stage of development. There is no minimum share ownership requirement of directors. Directors' compensation is in the form of stock options and the payment of directors' fees. The Company's Compensation Committee reviews and recommends to the Board for approval the general compensation philosophy and guidelines for all directors and executive officers, including the CEO. This includes incentive plan design and other remuneration.

The Existing Plan provides for the grant of stock options to directors, executive officers and key employees and consultants of the Company and its subsidiaries for the purpose of advancing the interests of the Company and its shareholders through the motivation, attraction and retention of these individuals. It is generally recognized that stock option plans aid in attracting, retaining and encouraging these individuals due to the opportunity offered to them to acquire a proprietary interest in the Company.

The Compensation Committee determines the ranges of stock option grants for each level of executive officer, the key employees to whom it recommends that grants be made, and the terms and conditions of the options forming part of such grants, and makes recommendations to the Board accordingly. Individual grants are determined by an assessment of an individual's current and expected future performance, level of responsibilities and the importance of the position and contribution to the Company. The existing number and terms of the outstanding options are taken into account when granting new options. The exercise price, which can be no less than the market price (as defined in the Corporate Finance Manual of the Exchange), the term, up to a maximum of 10 years, and vesting provisions, if any, will be determined by the directors of the Company.

The number of stock options which may be issued under the Existing Plan in the aggregate and in respect of any financial year is limited under the terms of the Existing Plan. Details of the Company's Existing Plan are provided below. There was no repricing of stock options under the Existing Plan or otherwise during the most recently completed financial year.

If the Share Compensation Plan is adopted, the Existing Plan will continue to exist but only for the purpose of governing the terms of all outstanding options that have already been issued under the Existing Plan before the adoption of the Share Compensation Plan. The Existing Plan incorporates the following terms and conditions:

1. only eligible persons, being directors, senior officers or employees of, management company employees and consultants to, the Company or any of the Company's "affiliates" were entitled to receive options under the Existing Plan;
2. the maximum number of Common Shares which issuable pursuant to stock options granted under the Existing Plan was 10% (on a non-diluted basis) of the issued and outstanding Common Shares at the time of the grant. Any increase in the issued and outstanding Common Shares resulted in an increase to the 10% level in the available number of Common Shares issuable under the Existing Plan, and any options that were cancelled or expired unexercised made new grants available under the Existing Plan;
3. the maximum aggregate number of Common Shares reserved for issuance pursuant to the Existing Plan or any other share compensation arrangement (pre-existing or otherwise) to insiders of the Company ("**Insiders**"), shall not exceed 10% of the Common Shares outstanding at any time unless the Company has obtained prior approval of the disinterested shareholders of the Company;
4. the aggregate number of Common Shares issued and options granted pursuant to the Existing Plan together with any other share compensation arrangement (pre-existing or otherwise) to Insiders within any 12-month period shall not exceed 10% of the Common Shares outstanding unless the Company has obtained prior approval of the disinterested shareholders of the Company;

5. the total number of Common Shares reserved for issuance pursuant to the Existing Plan or any other share compensation arrangement (pre-existing or otherwise) to any one individual within any twelve months period shall not exceed 5% of the Common Shares outstanding at any time unless the Company has obtained prior approval of the disinterested shareholders of the Company;
6. the maximum aggregate number of Common Shares reserved for issuance pursuant to the Existing Plan or any other share compensation arrangement (pre-existing or otherwise) to any one consultant during any 12-month period may not exceed 2% of the issued Common Shares;
7. the maximum aggregate number of Common Shares reserved for issuance pursuant to the Existing Plan or any other share compensation arrangement (pre-existing or otherwise) to optionees employed to provide investor relations activities during any 12-month period may not exceed, in aggregate, 2% of the issued Common Shares. Persons engaged in investor relations activities may only receive Options and no other awards under any share compensation arrangement;
8. the exercise price of an option may not be less than market price, as defined, prevailing on the trading day immediately preceding the day on which the option is granted, less the applicable discount permitted by the Exchange and will not otherwise be less than \$0.05 per Common Share;
9. the option period for an Option shall be determined by the Board at the time the Option is granted and shall be exercisable up to ten (10) years from the date the Option is granted;
10. if an eligible optionee ceases to be a director, senior officer, employee, management company employee, or consultant of the Company (including optionees performing investor relations activities) for any reason, excluding death, after which time the option will expire within a reasonable period (not to exceed one year) following the date the optionee ceases to be in such role determined by the Board, in its discretion, not to exceed the original expiry date of such option;
11. the Existing Plan does not contain any mandated vesting provisions except as required by Exchange policies for persons providing investor relations services to the Company which must be subject to a twelve-month vesting schedule whereby no more than 25% of the options granted may be vested in any three-month period;
12. the options are non-assignable and non-transferable. The options can only be exercised by the optionee as long as the optionee remains an eligible optionee pursuant to the Existing Plan;
13. if an eligible optionee ceases to be an optionee due to death, the options held by such optionee will be exercisable until the earlier of the original expiry date of the Option and one year from the date of such death by such optionee's legal heirs or representatives;
14. the exercise price and the number of the Common Shares which are subject to an option may be adjusted from time to time in the event of reclassifications, reorganizations or changes in the capital structure of the Company subject to certain restrictions to insiders and Exchange approval;
15. if the normal expiry date of any option falls within any blackout period or within ten (10) business days following the end of any blackout period, then the expiry date of such options shall, without any further action, be extended to the date that is ten (10) business days following the end of such blackout period;
16. the Company can demand the payment of cash (or sell Common Shares issued upon exercise of an option), as may be necessary to satisfy the Company's tax withholding obligations on behalf of any person exercising options;
17. on the occurrence of a takeover bid made for all or any of the issued and outstanding Common Shares, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall be exercisable in full to enable the Common Shares subject to such Options to be issued and tendered to such bid; and
18. specific disinterested shareholder approval is required to reduce the exercise price of an option for an optionee who is an Insider, and on any extension of the option period beyond its original expiration date of any Options held by Insiders.

**"blackout period"** means the period of time when, pursuant to any policies of the Company, any securities of the Company may not be traded by certain persona as designated by the Company, including any holder of an option.

## Summary Compensation Table

The following table sets forth all direct and indirect compensation for, or in connection with, services provided to the Company for the three most recently completed financial years ending December 31, 2021, December 31, 2020 and December 31, 2019 in respect of the NEOs of the Company. For the information concerning compensation related to previous years, please refer to the Company's previous Management Proxy Circulars available at [www.sedar.com](http://www.sedar.com):

Name and principal position	Year <sup>(1)</sup>	Salary <sup>(2)</sup> (\$)	Share-based awards (\$)	Option-based awards <sup>(3)</sup> (\$)	Non-equity incentive plan compensation			All other compensation <sup>(2) (6)</sup> (\$)	Total compensation <sup>(2)</sup> (\$)
					Annual incentive plans <sup>(2) (4)</sup> (\$)	Long-term incentive plans <sup>(5)</sup> (\$)	Pension value <sup>(5)</sup> (\$)		
Sandy McVey <sup>(7)</sup> , Interim CEO	2021	167,375	Nil	Nil	15,000	Nil	Nil	Nil	182,875
	2020	195,000	Nil	187,455	10,000	Nil	Nil	Nil	392,455
	2019	195,000	Nil	Nil	1,000	Nil	Nil	Nil	196,000
Frank R. Hallam, CFO	2021	76,400	Nil	Nil	30,000	Nil	Nil	Nil	106,400
	2020	76,400	Nil	321,351	20,000	Nil	Nil	Nil	417,751
	2019	69,353	Nil	Nil	9,047	Nil	Nil	Nil	78,400
R. Michael Jones, (CEO until resignation on Sep. 1, 2021)	2021	Nil	Nil	Nil	18,068	Nil	Nil	176,000 <sup>(8)</sup>	194,068
	2020	Nil	Nil	374,910	45,250	Nil	Nil	66,000	486,160
	2019	Nil	Nil	Nil	27,750	Nil	Nil	66,000	93,750

### Notes:

- (1) Financial years ended December 31.
- (2) All amounts shown were paid in Canadian currency, the reporting currency of the Company.
- (3) Figures represent the grant date fair value of the options. The Company used the Black Scholes option pricing model for calculating such fair value with the following weighted average assumptions in 2021: expected life 5 years (2020, 5 years); risk-free interest rate of 0.30%; expected volatility 101%; expected dividends of Nil. Expected volatility is based on the trading history of the Company. No options were granted, vesting or vested in fiscal 2021 or 2019.
- (4) The Company has no formal annual incentive plan or long term incentive plan for any of its executive officers, including its NEOs, but may award discretionary bonus payments from time to time.
- (5) The Company has no pension, retirement or deferred compensation plans, including defined contribution plans.
- (6) Representing management fees earned by Mr. Jones and in all other instances bonus only.
- (7) Appointed Interim CEO on September 1, 2021.
- (8) Includes lump sum severance payment of \$132,000 made in connection with the resignation of Mr. Jones on September 1, 2021 and related separation agreement and release as described below.

Significant factors necessary to understand the information disclosed in the Summary Compensation Table above are as follows:

Pursuant to the terms of an employment agreement dated February 28, 2013 (the "**McVey Agreement**"), Sandy McVey was employed as the Company's COO. Later, upon the resignation of former President and CEO R. Michael Jones on September 1, 2021, and in addition to his position as COO, Mr. McVey was appointed as Interim CEO of the Company. Mr. McVey's annual compensation is \$167,375 payable in semi monthly installments. The McVey Agreement also includes a change of control provision, which is described more fully below at "*Termination and Change of Control Benefits*". Mr. McVey is eligible for an annual bonus at the discretion of the Compensation Committee and the Board.

Pursuant to the terms of an employment agreement dated July 1, 2014 (the "**Hallam Agreement**"), Frank Hallam is engaged as the Company's CFO. Pursuant to the Hallam Agreement, Mr. Hallam's annual compensation, as amended from time to time by the Board, is \$76,400, and payable in semi-monthly instalments. The Hallam Agreement also includes a change of control provision, which is described more fully below at "*Termination and*

*Change of Control Benefits*". Mr. Hallam is eligible for an annual bonus at the discretion of the Compensation Committee and the Board.

The former President and Chief Executive Officer of the Company, R. Michael Jones, was party to a management services agreement with the Company, dated July 1, 2014 (the "**Jones Agreement**") which included provisions relating to compensation in the event of termination of employment similar to those included in the Hallam Employment Agreement. Pursuant to the Jones Agreement, Mr. Jones' annual compensation was \$66,000. Mr. Jones resigned as a director, President and Chief Executive Officer on September 1, 2021. In connection with his resignation, Mr. Jones and the Company entered into a separation agreement and release dated September 1, 2021 (the "**Separation Agreement**"). Pursuant to the Separation Agreement, the Company paid Mr. Jones a lump sum severance amount of \$132,000 plus GST which was the equivalent of 24 months of Mr. Jones' monthly fees and Mr. Jones agreed to be responsible for any applicable withholding for income tax that may be applicable to this payment.

## Incentive Plan Awards

### Outstanding Option-Based Awards

The following table sets forth for the NEOs, the incentive stock options (option-based awards), pursuant to the Existing Plan, outstanding as at December 31, 2021. These incentive stock options vested at the time of grant. The Company did not grant any Share-based Awards.

Name	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) <sup>(1)</sup>
Sandy McVey	30,000	\$1.11	January 4, 2022	Nil
	65,000	\$0.60	April 12, 2023	27,300
	175,000	\$1.50	August 20, 2025	Nil
Frank R. Hallam	60,000	\$1.11	January 4, 2022	Nil
	130,000	\$0.60	April 12, 2023	54,600
	300,000	\$1.50	August 20, 2025	Nil
R. Michael Jones	75,000	\$1.11	August 31, 2022	Nil
	150,000	\$0.60	August 31, 2022	63,000
	350,000	\$1.50	August 31, 2022	Nil

**Note:**

(1) This amount is calculated as the difference between the closing price (\$1.02) of the securities on December 31, 2021 and the exercise price of the option. If the market price is below the exercise price the value is \$Nil.

### Value Vested or Earning During The Year

The following table sets forth for the NEOs, the value vested during the financial year ended on December 31, 2021 for options awarded under the Existing Plan, as well as the value earned under non-equity incentive plans for the same period:

Name	Option-based awards- Value <sup>(1)</sup> vested during the year (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
Sandy McVey	Nil	N/A	Nil
Frank R. Hallam	Nil	N/A	Nil
R. Michael Jones	Nil	N/A	Nil

**Note:**

(1) Value vested during the year is calculated by subtracting the market price of the Company's Common Shares on the date of vesting from the exercise price of the option. All options were fully vested on the date of grant, at which time the market price of the Company's Common Shares was more than the exercise price of the options and therefore the value was \$Nil.

## Termination and Change of Control Benefits

The Company has no contract, agreement, plan or arrangement that provides for payments to a NEO at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in the NEO's responsibilities, except the McVey Agreement and the Hallam Agreement.

### McVey Agreement

The following definitions apply to the McVey Agreement:

- **"Change of Control"**: the acquisition, directly or indirectly, by any person or group of persons acting in concert (as such terms are defined in the *Securities Act* (British Columbia)), of Common Shares which, when added to all other Common Shares at the time held directly or indirectly by such person or persons acting in concert, totals for the first time of more than 50% of the then outstanding Common Shares.
- **"Good Cause"**: (a) the assignment by the Company of any substantial new duties inconsistent with the employee's positions, duties, responsibilities and status immediately prior to such change; (b) a material reduction in the employee's responsibilities; (c) a reduction by the Company in the employee's annual salary; or (d) the failure by the Company to continue in effect, or a material change in the terms of the employee's participation in the benefits under any incentive or benefit plan in which the employee is participating, the effect of which would be to materially reduce the total value in the employee's benefits or any reduction by the Company of the number of paid vacation days to which the employee is entitled; and
- **"Termination Date"**: the last day of employment.

The McVey Agreement is for an indefinite term but may be terminated: (a) by the Company, without cause, by notice in writing stating the last day of employment; and (b) by Mr. McVey, by resignation, upon three weeks' notice to the Company for Good Cause, upon which the Company shall provide Mr. McVey with the following: (i) the full amount of the instalments falling due to Mr. McVey in respect of his salary through to the Termination Date, the amount of any accrued unpaid vacation pay to the Termination Date, all expenses reimbursable pursuant to the McVey Agreement and any other compensation actually accrued and then payable which has not yet been paid; (ii) a lump sum payment equal to six months of Mr. McVey's annual salary, exclusive of any benefits, bonuses, and other amounts; (iii) continuing Mr. McVey's stock options until the earlier of their normal expiry and one month from the Termination Date; (iv) a bonus, if the event giving rise to the bonus occurs within two months of the date of the notice of termination; and (v) continuing Mr. McVey's benefits then in effect, other than disability insurance, until the earlier of six months from the Termination Date or Mr. McVey obtaining similar benefits through other employment (the Company shall pay Mr. McVey an amount equal to twelve months of the then prevailing premiums for his long-term disability insurance).

The Company may at any time terminate the McVey Agreement for any just cause that would in law permit the Company to terminate the McVey Agreement without notice, or if at any time the TSX-V (or such other stock exchange on which the Common Shares may then be listed) determines that Mr. McVey is unacceptable or unable to serve as an officer of the Company. In such event, Mr. McVey shall not be entitled to any compensation or notice, but shall be entitled to receive the full amount of the instalments falling due in respect of Mr. McVey's annual salary through to the effective date of termination. Mr. McVey's stock options shall terminate at the time of notice of termination for cause.

Upon the completion of a Change of Control of the Company, the employment of Mr. McVey shall immediately terminate on that date and on the fifth business day following the Termination Date, the Company shall provide Mr. McVey with the following compensation: (i) the full amount of the instalments falling due to Mr. McVey in respect of his salary through to the Termination Date, the amount of any accrued unpaid vacation pay to the Termination Date, all expenses reimbursable pursuant to the McVey Agreement and any other compensation actually accrued and then payable which has not yet been paid; (ii) a lump sum payment equal to twelve months of Mr. McVey's annual salary, exclusive of any benefits, bonuses, and other amounts; (iii) at Mr. McVey's option and subject to the terms and conditions of the Company's then outstanding stock option plan: (a) a cash amount equal to the aggregate spread between the exercise price of all such options which are in the money on the Termination Date, whether or not they are fully exercisable, and the average of the closing prices of the Common Shares on the Exchange (or such other stock exchange on which the Common Shares are then listed) for 30 days preceding the Termination Date; or (b) continuing Mr. McVey's stock options until the earlier of their normal expiry; and (iv) continuing Mr. McVey's benefits then in effect, other than disability insurance, until the earlier of twelve months

from the Termination Date or Mr. McVey obtaining similar benefits through other employment (the Company shall pay Mr. McVey an amount equal to twelve months of the then prevailing premiums for his long-term disability insurance).

#### Hallam Agreement

The following definitions apply to the Hallam Agreement:

- **“Change Of Control”** is defined as: (a) the acquisition, beneficially, directly or indirectly, by any person or group of persons acting jointly or in concert, within the meaning of Multilateral Instrument 62-104, Takeover Bids and Issuer Bids (or any successor instrument thereto), of common shares of the Company which, when added to all other common shares of the Company at the time held beneficially, directly or indirectly by such person or persons acting jointly or in concert, totals for the first time more than 50% of the then outstanding Common Shares of the Company; or (b) the removal by extraordinary resolution of the shareholders of the Company, of more than 51% of the then incumbent directors of the Company, or the election of a majority of directors to the Board who were not nominees of the incumbent Board at the time immediately preceding such election; or (c) the consummation of a sale of all or substantially all of the assets of the Company, or the consummation of a reorganization, merger or other transaction which has substantially the same effect; or (d) a merger, consolidation, plan of arrangement or reorganization of the Company that results in the beneficial, direct or indirect transfer of more than 50% of the total voting power of the resulting entity’s outstanding securities to a person, or group of persons acting jointly and in concert, who are different from the person that have, beneficially, directly or indirectly, more than 50% of the total voting power prior to such transaction.
- **“Good Cause”**: (a) upon the material breach of any material term of the Agreement by the Company if such breach or default has not been remedied to the reasonable satisfaction of Mr. Hallam within 30 days after written notice of the breach of default has been delivered by Mr. Hallam to the Company; (b) a material reduction in Mr. Hallam’s responsibilities, title or reporting, except as a result of Mr. Hallam’s disability; (c) any reduction by the Company in Mr. Hallam’s annual fee or salary; or (d) relocation of Mr. Hallam’s principal office location more than 25 kilometres.
- **“Termination Date”**: the last day of employment.

The Hallam Agreement is for an indefinite term but may be terminated: (a) by the Company, without cause, by notice in writing stating the last day of employment; and (b) by Mr. Hallam, by resignation, upon two weeks’ notice to the Company for Good Cause, upon which the Company shall provide Mr. Hallam with the following: (i) the final wages; (ii) an additional lump sum amount equivalent to twenty four months of Mr. Hallam’s annual salary rate; and (iii) continuing Mr. Hallam’s benefits then in effect, other than disability insurance, until the earlier of the end of the 24 month period or Mr. Hallam obtaining similar benefits through other employment.

The Company may at any time terminate the Hallam Agreement for any just cause that would in law permit the Company to terminate the Hallam Agreement without notice, or if at any time the Exchange (or such other stock exchange on which the Common Shares may then be listed) determines that Mr. Hallam is unacceptable or unable to serve as an officer of the Company. In such event, Mr. Hallam shall not be entitled to any compensation or notice, but shall be entitled to receive the full amount of the instalments falling due in respect of Mr. Hallam’s annual salary through to the effective date of termination. Mr. Hallam’s stock options shall terminate at the time of notice of termination for cause.

In the event of a Change of Control of the Company, Mr. Hallam shall have a special right to resign on one month’s written notice, which notice must be delivered no sooner than 90 days and no later than 180 days following the Change of Control. In such event, Mr. Hallam shall be entitled to receive a Change of Control severance payment. Also, if within 12 months after a Change of Control Mr. Hallam elects to resign for Good Cause, or if the Company terminates Mr. Hallam’s employment without just cause, then in either instance Mr. Hallam will be entitled to receive the Change of Control severance payment.

Upon the completion of a Change of Control of the Company, the employment of Mr. Hallam shall immediately terminate on that date and on the seventh business day following the Termination Date, the Company shall provide Mr. Hallam with the following compensation: (i) the final wages; (ii) an additional lump sum amount equivalent to five years of Mr. Hallam’s then Annual Salary; (iii) an additional lump sum equal to the product of the most recent annual bonus paid to Mr. Hallam prior to the Termination Date multiplied by the number of completed months in the current bonus year through to the Termination Date divided by 12; (iv) an additional lump sum equal to the product of the most recent annual amount paid as a bonus to Mr. Hallam in respect of the year preceding the Termination Date multiplied by five; and (v) continuing Mr. Hallam’s benefits then in effect, other than disability

insurance, until the earlier of the end of the five year period or Mr. Hallam obtaining similar benefits through other employment.

#### Termination Payments

The following table shows estimated incremental payments triggered pursuant to termination of employment of a NEO in accordance with the termination provisions described above:

NEO	Termination Without Cause Provision Value <sup>(1)(2)(3)</sup>	Termination on Change of Control Provision Value <sup>(1)(2)(3)</sup>	Resignation for Good Cause Provision Value <sup>(1)(2)(3)</sup>
Sandy McVey <sup>(4)</sup>	\$83,688	\$167,375	\$83,688
Frank Hallam <sup>(5)</sup>	\$152,800	\$532,000	\$152,800

#### **Notes:**

- (1) The termination values assume that the triggering event took place on the last business day of the Company's financial year-end December 31, 2021.
- (2) Value of earned/unused vacation and amounts owing for expense reimbursement are not included as they are not considered as incremental payments made in connection with termination of employment.
- (3) The accelerated option-based award value on the last business day of the Company's financial year-end December 31, 2021 was \$27,300 for Mr. McVey and \$54,600 for Mr. Hallam.
- (4) The McVey Agreement may also be terminated by Mr. McVey upon three weeks' written notice, in which event Mr. McVey shall not be entitled to a severance payment but shall be entitled to receive the full amount of the instalments falling due in respect of his annual salary through to the date Mr. McVey leaves his position, plus the amount, if any, of any expenses reimbursable, and the amount, if any, of any other compensation actually accrued and then payable to Mr. McVey which has not been paid.
- (5) The Hallam Agreement may also be terminated by Mr. Hallam upon two weeks' written notice, in which event Mr. Hallam shall not be entitled to a severance payment but shall be entitled to receive the full amount of the instalments falling due in respect of his annual salary through to the date Mr. Hallam leaves his position, plus the amount, if any, of any expenses reimbursable, and the amount, if any, of any other compensation actually accrued and then payable to Mr. Hallam which has not been paid.

#### **Pension Plan Benefits**

The Company does not have a pension plan or provide any benefits following or in connection with retirement.

## **PART IV COMPENSATION OF DIRECTORS**

Director's fees for non-NEOs were recommended by the Compensation Committee based on a review of prevailing market conditions and a comparison to peer group companies with similar lines of business, market capitalization and public stock exchange listings and subsequently approved by the Board.

Activity	Compensation
Membership on Board of Directors <sup>(1)</sup>	\$15,000
Preparation and attendance at Board Meetings <sup>(2)</sup>	\$1,000
Preparation and attendance of Chair at Board Meetings	\$1,250
Preparation and attendance at Audit Committee Meetings	\$1,000
Preparation and attendance of Chair at Audit Committee Meetings	\$1,250
Preparation and attendance at Compensation Committee Meetings	\$1,000
Preparation and attendance of Chair at Compensation Committee Meetings	\$1,250

#### **Notes:**

- (1) \$15,000 per annum.
- (2) \$1,000 per meeting as well as for the remainder of the committee work.

## Director Compensation Table

The following table describes director compensation for non-NEO directors for the Company's most recently completed financial year ended December 31, 2021. The NEO directors received no compensation for their role as directors of the Company.

Name	Fees Earned (\$)	Share-based awards (\$)	Option-based awards (\$) <sup>(1)</sup>	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Pierre Lebel	24,000 <sup>(2)</sup>	Nil	Nil	Nil	Nil	Nil	24,000
Kevin Falcon	25,000 <sup>(3)</sup>	Nil	Nil	Nil	Nil	Nil	25,000
Peter Palmedo	20,000 <sup>(2)</sup>	Nil	Nil	Nil	Nil	Nil	20,000

### Notes:

- (1) The Company used the Black Scholes option pricing model for calculating such fair value. See "Summary Compensation Table".
- (2) Fees earned include \$15,000 in annual fees.
- (3) Fees earned include \$15,000 in annual fees and \$1,000 in fees for serving as the Chair of the Audit Committee.

The Company has no standard arrangement pursuant to which directors are compensated by the Company for their services in their capacity as directors other than the unissued treasury Common Shares that may be issued upon the exercise of the directors' Stock Options. There has been no other arrangement pursuant to which directors were compensated by the Company in their capacity as directors except as disclosed herein or disclosed in the Company financial statements and management discussion and analysis.

## Incentive Plan Awards

### Outstanding Option-Based Awards

The following table sets out for each director non-NEO director all awards outstanding held as of the most recently completed financial year. As at December 31, 2021, these option-based awards have vested.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) <sup>(1)</sup>	Number of shares or units of shares that have not vested (#)	Market or payout value of share based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Pierre Lebel	40,000	\$1.10	January 4, 2022	Nil	N/A	N/A	N/A
	75,000	\$0.60	April 12, 2023	\$31,500	N/A	N/A	N/A
	160,000	\$1.50	August 20, 2025	Nil	N/A	N/A	N/A
Kevin Falcon	40,000	\$1.10	January 4, 2022	Nil	N/A	N/A	N/A
	75,000	\$0.60	April 12, 2023	\$31,500	N/A	N/A	N/A
	160,000	\$1.50	August 20, 2025	Nil	N/A	N/A	N/A
Peter Palmedo	160,000	\$1.50	August 20, 2025	Nil	N/A	N/A	N/A

### Note:

- (1) Value is calculated based on the difference between the exercise price of the option and the closing price of the Company's Common Shares (\$1.02) on the Exchange on December 31, 2021. If the market price is below the exercise price the value is \$Nil.

### Value Vested or Earned During the Year

The following table sets out for each non-NEO director the value of all incentive plan awards vested during the year ended December 31, 2021.

Name	Option-based awards - Value vested during the year <sup>(1)</sup> (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
Pierre Lebel	Nil	Nil	Nil
Kevin Falcon	Nil	Nil	Nil
Peter Palmedo	Nil	Nil	Nil

**Note:**

- (1) Value vested during the year is calculated by subtracting the market price of the Company's Common Shares on the date the option vested (being the closing price of the Company's Common Shares on the Exchange on the last trading day prior to the vesting date) from the exercise price of the option. All options are fully vested on the grant dates thereof.

### Deferred Share Unit Plan for Directors

The Board is proposing to adopt a deferred share unit plan for directors (the "DSU Plan") to be effective concurrently with the Share Compensation Plan becoming effective, which will permit directors who are not salaried officers or employees of the Company or a related corporation (referred to as "Eligible Directors") to convert into deferred share units ("DSUs") the fees that would otherwise be payable by the Company to them relating to future services for their participation on the Board and on committees of the Board, including all annual retainers and amounts that would be payable for serving as the Chair of the Board and/or as a chair of a committee of the Board (excluding any reimbursement of expenses) (the "Board Fees"). Only Eligible Directors will be permitted to participate in the DSU Plan. The DSU Plan will be administered by the Board or such other persons as may be designated by the Board from time to time, through the recommendation of the Compensation Committee (the "DSUP Administrators").

With respect to the conversion of Board Fees into DSUs, each Eligible Director may, under the DSU Plan, elect to convert a minimum of 20% up to a maximum of 100%, in 10% increments, of his or her future Board Fees for the relevant period into DSUs in lieu of being paid such fees in cash. On the date on which the relevant Board Fees are payable, the number of DSUs to be credited to a participating Eligible Director (a "DSU Participant") will be determined by dividing an amount equal to the designated percentage of the Board Fees that the DSU Participant has elected to have credited in DSUs on that fee payment date, by the market value of a Common Shares on that fee payment date. Eligible Directors will be entitled to make an election under the DSU Plan in respect of the period from January 1 through December 31 no later than December 31 of the prior year. Newly elected Eligible Directors, and all Eligible Directors on the date hereof, will have 30 days from the date of his/her appointment or the date the DSU Plan is effective, as applicable, to make an election in respect of the remainder of such calendar year. All such elections will be irrevocable in respect of such period.

If a DSU Participant becomes a salaried officer or an employee of the Company or a related corporation, such DSU Participant shall thereupon be suspended from further participation in the DSU Plan in the manner set out in the DSU Plan.

The DSUP Administrators may also, in their sole discretion from time to time, award DSUs to one or more Eligible Directors for the purposes of providing additional equity related remuneration to such Eligible Directors in respect of future services as an Eligible Director. With respect to the award of such DSUs, the DSUP Administrators will determine when DSUs will be awarded, the number of DSUs to be awarded, the vesting criteria for each award of DSUs, if any, and all other terms and conditions of each award. Unless the DSUP Administrators determine otherwise, such DSUs will be subject to a vesting schedule whereby they will become vested in equal instalments over three years with one-third vesting on the first anniversary of the award and one-third vesting on each of the subsequent anniversaries of the award. The DSUP Administrators may consider alternatives for vesting criteria related to the Company's performance and will have the flexibility under the DSU Plan to apply such vesting criteria to particular awards of DSUs. The DSU Plan will also provide that: (a) where the Termination of Board Service (as defined below)

of a DSU Participant (or termination of service as a salaried officer or employee, if applicable) occurs as a result of the DSU Participant's death, all unvested DSUs of that DSU Participant will vest effective on the date of death; and (b) if there is a change of control (as such term is defined in the DSU Plan), all unvested DSUs will vest immediately prior to such change of control.

If cash dividends are paid by the Company on the Common Shares, a DSU Participant will also be credited with dividend equivalents in the form of additional DSUs based on the number of vested DSUs the DSU Participant holds on the record date for the payment of such dividend.

Canadian DSU Participants will not be entitled to redeem any DSUs (regardless of their vested status) until after the DSU Participant ceases to be a member of the Board by way of retirement, non-re-election as a director, resignation, incapacity or death (each, a "**Termination of Board Service**"), or termination of service as a salaried officer or employee, if applicable.

Except with respect to U.S. Eligible Directors (defined below) a DSU Participant (or the DSU Participant's legal representative, as the case may be) will be permitted to redeem his or her vested DSUs no earlier than following Termination of Board Service (and termination of service as a salaried officer or employee, if applicable) by giving written notice to the Company to redeem on one or more dates specified by the DSU Participant (or the DSU Participant's legal representative, as the case may be), which dates shall not, in any event, be earlier than the tenth day following the release of the Company's quarterly or annual financial results immediately following such termination, or later than December 1 of the first calendar year commencing after the time of such termination. The DSUs of an Eligible Director who is a citizen or resident of the United States, as defined in the United States Internal Revenue Code of 1986, as amended (the "**Code**"), and any other Eligible Director who is subject to tax under the Code with respect to DSUs granted pursuant to the DSU Plan (each, a "**U.S. Eligible Director**") will be redeemed during the calendar year following the year in which the U.S. Eligible Director experiences a "separation from service" (as defined in the Code) on a date selected by the Company.

Upon redemption of DSUs, the Company will pay to the DSU Participant (or the DSU Participant's legal representative, as the case may be) a lump sum cash payment equal to the number of DSUs to be redeemed multiplied by the market value of a Common Share on the redemption date, net of any applicable deductions and withholdings. The DSU Plan will not entitle any DSU Participant to acquire Common Shares in connection with the redemption of vested DSUs under the DSU Plan.

The DSU Plan will also contain provisions that apply to DSU Participants who are subject to tax in both the United States and Canada. For such DSU Participants, in limited circumstances specified in the DSU Plan where there is a conflict in the requirements of U.S. tax laws and Canadian tax laws, the relevant DSUs will be forfeited.

## **PART V AUDIT COMMITTEE**

Under NI 52-110 *Audit Committees*, venture issuers must include in its management information circular the disclosure required by Form 52-110F2 *Disclosure by Venture Issuers* with respect to their audit committee, including the text of the audit committee's charter, the composition of the audit committee and the fees paid to the external auditor. This information is set out in Schedule "A" attached to this Information Circular.

## **PART VI CORPORATE GOVERNANCE**

Effective June 30, 2005, National Instrument 58-101 – Disclosure of Corporate Governance Practices ("**NI 58-101**") was adopted in each of the provinces and territories of Canada. NI 58-101 requires issuers to disclose the corporate governance practices that they have adopted. The corporate governance practices adopted by the Company are set out in Schedule "B" attached to this Information Circular and the Company's approach to environmental, social and governance ("**ESG**") practices is set out in Schedule "C" attached to this Information Circular.

## PART VII OTHER INFORMATION

### NORMAL COURSE ISSUER BID

On April 5, 2022 (the “**Notice Date**”), the TSXV accepted for filing the Company’s Notice for its normal course issuer bid (the “**NCIB**”) transacted through the facilities of the TSXV. Pursuant to the NCIB, the Company may purchase up to 2,904,512 Common Shares, which represented approximately 5% of the issued and outstanding Common shares as of the Notice Date. The NCIB commenced on April 11, 2022, and will terminate on the earlier of the Company purchasing a total of 2,904,512 Common Shares, the Company providing a notice of termination or on April 10, 2023. All purchases were and will be made through the facilities of the TSXV at market prices and otherwise in accordance with the rules and policies of the TSXV. All Common Shares acquired by the Company under the NCIB will be subsequently cancelled. The price which the Company will pay for any such Common Shares will be the prevailing market price at the time of purchase. The funding for any purchase pursuant to the NCIB will be financed out of the unallocated working capital of the Company. The Company has appointed PI Financial Corp. to conduct the NCIB on its behalf. The Company intends to utilize the NCIB at its discretion to make opportunistic purchases to create shareholder value and manage the number of outstanding common shares. The Board believes that, from time to time, the market price of the Common Shares may not adequately reflect the Company's underlying value and future prospects and that, at such times, the purchase of the Common Shares represents an appropriate use of the Company's financial resources and would be in the best interests of the Company's shareholders. The Company has settled the repurchase of 49,200 Common Shares at an aggregate cost of \$1.10 to the date of this Information Circular. A copy of the Notice filed with the TSXV may be obtained by any shareholder without charge by contacting the Corporate Secretary of the Company.

### INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

At no time during the Company’s last completed financial year or as of the Record Date was any director, executive officer, employee, proposed nominee for election as a director of the Company, nor any associate of any such director, executive officer or proposed nominee of the Company, or any former director, executive officer or employee of the Company or any of its subsidiaries, indebted to the Company or any of its subsidiaries, or indebted to another entity where such indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

### SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information regarding compensation plans under which securities of the Company are authorized for issuance to directors, officers, employees and consultants in effect as of the end of the Company’s most recently completed fiscal year end:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
Equity compensation plans approved by securityholders <sup>(1)</sup>	2,537,500	\$1.20	3,271,524
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
<b>Total</b>	<b>2,537,500</b>		<b>3,271,524</b>

**Note:**

- (1) On May 27, 2011, the Company adopted the Existing Plan, being a rolling incentive stock option plan which provided that the Board may grant up to ten percent (10%) of the total number of Common Shares issued

and outstanding at the date of the stock option grant.

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

Other than transactions carried out in the ordinary course of business of the Company or any of its subsidiaries, none of the directors or executive officers of the Company, a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company, nor any shareholder beneficially owning, directly or indirectly, Common Shares, or exercising control or direction over Common Shares, or a combination of both, carrying more than 10% of the voting rights attached to the outstanding Common Shares nor an associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, in any transaction since January 1, 2021 (being the commencement of the Company's last completed financial year) or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

#### **MANAGEMENT CONTRACTS**

No management functions of the Company or its subsidiaries are to any substantial degree performed by a person or company other than the directors or executive officers of the Company or its subsidiaries.

#### **OTHER BUSINESS**

Management of the Company knows of no matters to come before the meeting other than those referred to in the Notice of Meeting accompanying this Information Circular. However, if any other matters properly come before the meeting, it is the intention of the persons named in the Proxy accompanying this Information Circular to vote the same in accordance with their best judgment of such matters.

#### **ADDITIONAL INFORMATION**

Additional information regarding the Company and its business activities is available on the Company's profile on SEDAR website located at [www.sedar.com](http://www.sedar.com). The Company's financial information is provided in the Company's audited comparative financial statements and related management discussion and analysis for its most recently completed financial year and may be viewed on the SEDAR website at the website noted above. Shareholders of the Company may request copies of the Company's financial statements and related management discussion and analysis by contacting the Company at West Vault Mining Inc., at Suite 838, 1100 Melville Street, Vancouver, British Columbia, Canada, V6E 4A6, Attention Frank Hallam, CFO and Corporate Secretary; or by telephone at 604-685-8311.

## SCHEDULE “A” – AUDIT COMMITTEE DISCLOSURE

### Composition of the Audit Committee

As of the date of this Information Circular, the following are the members of the Company’s Audit Committee:

Member	Independent <sup>(1)(2)</sup>	Financially Literate <sup>(3)</sup>
Kevin Falcon (Chair)	Yes	Yes
Pierre Lebel	Yes	Yes
Peter Palmedo	No <sup>(4)</sup>	Yes

**Notes:**

- (1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Company which could, in the view of the Board, reasonably interfere with the exercise of a member’s independent judgment.
- (2) The Audit Committee holds regular quarterly meetings and other meetings as required, at which time the independent members meet in-camera without the non-independent member and the members of management. The independent members also meet in-camera on an *ad hoc* basis.
- (3) An individual is financially literate if he has the ability to read and understand a set of financial statements that present a breadth of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company’s financial statements.
- (4) Management expects to have an Audit Committee comprised of three independent directors following the Meeting.

### Relevant Education and Experience

The following is a summary of the Audit Committee members’ education and experience which is relevant to the performance of their responsibilities as an Audit Committee member:

Member	Education/Experience
Kevin Falcon (Chairman)	Mr. Falcon received a Bachelor of Arts from Simon Fraser University and completed the Real Estate Mortgage and Licensing program from the Faculty of Commerce at the University of British Columbia. He has served as the Minister of Finance and Deputy Premier of British Columbia from March 2011 to September 2012 and has held other portfolio positions within the provincial government since 2001. His extensive outreach to world capital markets following the global economic downturn, coupled with his introduction of a fiscally responsible budget, resulted in the re-affirmation of BC’s Triple A credit rating. As one of BC’s longest serving Ministers of Transportation, he oversaw the largest capital investment program in BC history, including the Sea to Sky highway, Canada Line rapid transit project, Kicking Horse and Port Mann bridges, to name a few. Currently, he is the Executive Vice President of Anthem Capital Corporation.
Pierre Lebel	Mr. Lebel graduated from the University of Western Ontario with an LLB and from McMaster University with a Masters of Business Administration. Mr. Lebel has been the Chair of Imperial Metals Corporation since January 2003 and was President from 1986-2003. He is currently serving as a director of Imperial Metals Corporation, a director and audit committee member of HomeEquity Bank and a director of Business Council of British Columbia and of Lions Gate Hospital Foundation
Peter Palmedo	Mr. Palmedo received a Bachelor’s degree in business and finance from Hampshire College. He is President at Sun Valley Gold Company, an investment advisory firm dedicated to the management of investments in the asset class of gold, which he founded in 1992. Previously, he was associated with Morgan Stanley & Co. as a principal of the firm specializing in equity portfolio risk management and derivatives

## **Audit Committee Charter**

The text of the Audit Committee's Charter is as follows:

### ***General***

The Board of Directors of the Corporation (the "**Board**") has established an Audit Committee (the "**Committee**") to assist the Board in fulfilling its oversight responsibilities. The Committee will review and oversee the financial reporting and accounting process of the Corporation, the system of internal control and management of financial risks, the external audit process, and the Corporation's process for monitoring compliance with laws and regulations and its own code of business conduct. In performing its duties, the Committee will maintain effective working relationships with the Board, management, and the independent auditors and monitor the independence of those auditors. To perform his or her role effectively, each Committee member will obtain an understanding of the responsibilities of Committee membership as well as the Corporation's business, operations and risks.

The Corporation's independent auditor is ultimately accountable to the shareholders. The Board and Committee, as representatives of the Corporation's shareholders, have the ultimate authority and responsibility to evaluate the independent auditor, to nominate annually the independent auditor to be proposed for shareholder approval, to determine appropriate compensation for the independent auditor, and where appropriate, to replace the independent auditor. In the course of fulfilling its specific responsibilities hereunder, the Committee must maintain free and open communication between the Corporation's independent auditors, Board and Corporation management. The responsibilities of a member of the Committee are in addition to such member's duties as a member of the Board.

### ***Members***

The Board will in each year appoint a minimum of three (3) directors as members of the Committee. The majority of the members of the Committee shall be non-management directors and shall be independent within the meaning of all applicable Canadian securities laws and the rules of the TSXV, unless otherwise exempt from such requirements.

None of the members of the Committee may have participated in the preparation of the financial statements of the Corporation or any current subsidiary of the Corporation at any time during the past three years.

All members of the Committee shall be able to read and understand fundamental financial statements and must be financially literate within the meaning of all applicable Canadian securities laws or become financially literate within a reasonable period of time following his or her appointment. Additionally, at least one member of the Committee shall be financially sophisticated and shall have past employment experience in finance or accounting, requisite professional certification in accounting, or any other comparable experience or background which results in the individual's financial sophistication, which may include being or having been a chief executive officer, chief financial officer, or other senior officer with financial oversight responsibilities.

### ***Duties***

The Committee will have the following duties:

- Gain an understanding of the current areas of greatest financial risk and whether management is managing these effectively.
- Review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and understand their impact on the financial statements.
- Review any legal matters which could significantly impact the financial statements as reported on by the Corporation's counsel and engage outside independent counsel and other advisors whenever as deemed necessary by the Committee to carry out its duties.
- Review the Corporation's annual and quarterly financial statements, including Management's Discussion and Analysis with respect thereto, and all annual and interim earnings press releases, prior to public dissemination, including any certification, report, opinion or review rendered by the independent auditors and determine whether they are complete and consistent with the information known to Committee

members; determine that the auditors are satisfied that the financial statements have been prepared in accordance with International Financial Reporting Standards.

- Pay particular attention to complex and/or unusual transactions such as those involving derivative instruments and consider the adequacy of disclosure thereof.
- Focus on judgmental areas, for example those involving valuation of assets and liabilities and other commitments and contingencies.
- Review audit issues related to the Corporation's material associated and affiliated companies that may have a significant impact on the Corporation's equity investment.
- Meet with management and the independent auditors to review the annual financial statements and the results of the audit.
- Evaluate the fairness of the interim financial statements and related disclosures including the associated Management's Discussion and Analysis, and obtain explanations from management on whether:
  - actual financial results for the interim period varied significantly from budgeted or projected results;
  - International Financial Reporting Standards have been consistently applied;
  - there are any actual or proposed changes in accounting or financial reporting practices; or
  - there are any significant or unusual events or transactions which require disclosure and, if so, consider the adequacy of that disclosure.
- Review the independent auditor's proposed audit scope and approach and ensure no unjustifiable restriction or limitations have been placed on the scope.
- Recommend to the Board an independent auditor to be nominated for appointment by the Corporation's shareholders. Subject to the appointment of the Corporation's independent auditor by the Corporation's shareholders, the Committee will be directly responsible for the appointment, compensation, retention and oversight of the work of the independent auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the independent auditor regarding financial reporting. The Corporation's independent auditor shall report directly to the Committee.
- Review with the Corporation's management, on a regular basis, the performance of the independent auditors, the terms of the independent auditor's engagement, accountability and experience.
- Pre-approve all non-audit services to be provided to the Corporation or its subsidiary entities by the independent auditor.
- Consider at least annually the independence of the independent auditors, including reviewing the range of services provided in the context of all consulting services obtained by the Corporation, including:
  - insuring receipt from the independent auditor of a formal written statement delineating all relationships between the independent auditor and the Company, consistent with the Independence Standards Board Standard No. 1 and related Canadian regulatory body standards;
  - considering and discussing with the independent auditor any relationships or services, including non-audit services, that may impact the objectivity and independence of the independent auditor; and
  - as necessary, taking, or recommending that the Board take, appropriate action to oversee the independence of the independent auditor.
- Ensure that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, other than the public disclosure contained in the Corporation's financial statements, Management's Discussion and

Analysis and annual and interim earnings press releases; and periodically assess the adequacy of those procedures.

- Review any significant disagreement among management and the independent auditors in connection with the preparation of the financial statements.
- Review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former independent auditors of the Corporation.
- Establish a procedure for:
  - (1) the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters; and
  - (2) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters.
- Meet separately with the independent auditors to discuss any matters that the committee or auditors believe should be discussed privately in the absence of management.
- Endeavour to cause the receipt and discussion on a timely basis of any significant findings and recommendations made by the independent auditors.
- Ensure that the Board is aware of matters which may significantly impact the financial condition or affairs of the business.
- Review and oversee all related party transactions.
- Perform other functions as requested by the Board.
- If necessary, institute special investigations and, if appropriate, hire special counsel or experts to assist, and set the compensation to be paid to such special counsel or other experts.
- Review and re-assess annually the adequacy of this Charter and recommend updates to this charter; receive approval of changes from the Board.
- With regard to the Corporation's internal control procedures, the Committee is responsible to:
  - (1) review the appropriateness and effectiveness of the Corporation's policies and business practices which impact on the financial integrity of the Corporation, including those related to internal auditing, insurance, accounting, information services and systems and financial controls, management reporting and risk management;
  - (2) review compliance under the Corporation's business conduct and ethics policies and to periodically review these policies and recommend to the Board changes which the Committee may deem appropriate;
  - (3) review any unresolved issues between management and the independent auditors that could affect the financial reporting or internal controls of the Corporation; and
  - (4) periodically review the effectiveness of the Corporation's internal controls over financial reporting and the extent to which recommendations made by the internal audit staff or by the independent auditors have been implemented.

### ***Chair***

The Committee will in each year appoint the Chair of the Committee from among the members of the Committee. In the Chair's absence, or if the position is vacant, the Committee may select another member as Chair. The Chair will not have a casting vote.

### ***Meetings***

The Committee will meet at least once for every calendar quarter. Special meetings shall be convened as required. Notices calling meetings shall be sent to all members of the Committee, all Board members and the independent auditor. The independent auditor of the Corporation must be given reasonable notice of, and has the right to appear before and to be heard at, each meeting of the Committee. At the request of the independent auditor, the Committee must convene a meeting of the Committee to consider any matter that the independent auditor believes should be brought to the attention of the Board or shareholders of the Corporation.

The Committee may invite such other persons (e.g. without limitation, the President or Chief Financial Officer) to its meetings, as it deems appropriate.

### ***Quorum***

A majority of members of the Committee, present in person, by teleconferencing, or by videoconferencing, or by any combination of the foregoing, will constitute a quorum.

### ***Removal and Vacancy***

A member may resign from the Committee, and may also be removed and replaced at any time by the Board, and will automatically cease to be a member as soon as the member ceases to be a director of the Corporation. The Board will fill vacancies in the Committee by appointment from among the directors in accordance with Section 2 of this Charter. Subject to quorum requirements if a vacancy exists on the Committee, the remaining members will exercise all of the Committee's powers.

### ***Authority***

The Committee may:

- engage independent counsel and other advisors as it determines necessary to carry out its duties;
- set and pay the compensation for any advisors employed by the Committee; and
- communicate directly with the internal and independent auditors.

The Committee may also, within the scope of its responsibilities, seek any information it requires from any employee and from external parties, to obtain outside legal or professional advice, and to ensure the attendance of the Corporation's officers at meetings as appropriate.

### ***Secretary and Minutes***

The Chair of the Committee will appoint a member of the Committee or other person to act as Secretary of the Committee for purposes of a meeting of the Committee. The minutes of the Committee meetings shall be in writing and duly entered into the books of the Corporation and will be circulated to all members of the Board.

### ***Funding***

The Corporation shall provide for appropriate funding, as determined by the Committee, for payment of (a) compensation to any registered public accounting firm engaged for the purposes of preparing or issuing an audit report or performing other audit, review or attest services for the Corporation; (b) compensation to any advisers employed by the Committee; and (c) ordinary administrative expenses of the Committee that are necessary or appropriate to carry out its duties."

### **Audit Committee Oversight**

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

### **Reliance on Certain Exemptions**

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (De Minimis Non-audit Services), or an exemption from

NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. Part 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

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

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading “Duties”.

#### **External Auditor Service Fees (By Category)**

The aggregate fees billed by the Company’s external auditors in each of the last two fiscal years for audit fees are as follows:

<b>Financial Year Ending</b>	<b>Audit Fees<sup>(1)</sup></b>	<b>Audit Related Fees<sup>(2)</sup></b>	<b>Tax Fees<sup>(3)</sup></b>	<b>All Other Fees<sup>(4)</sup></b>
2021	\$60,500	\$6,500	\$21,100	\$36,950
2020	\$55,000	Nil	\$19,100	\$18,025

**Notes:**

- (1) The aggregate audit fees billed.
- (2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements which are not included under the heading “Audit Fees”.
- (3) Fees billed for preparation of the Company’s corporate tax return.
- (4) The aggregate fees billed for products and services other than as set out under the headings “Audit Fees”, “Audit Related Fees” and “Tax Fees”.

#### **Exemption**

The Company is relying upon the exemption in section 6.1 of the National Instrument 52-110 *Audit Committees*, which exempts venture issuers (as defined therein) from the requirements of Part 5 (*Reporting Obligations*) of that instrument.”

## SCHEDULE “B” – CORPORATE GOVERNANCE PRACTICES

The following table addresses the disclosure requirements set out in Form 58-101F2 *Corporate Governance Disclosure*:

Corporate Governance Disclosure Requirement	The Company’s Approach										
<b>1. Board of Directors</b>											
Disclose how the board of directors facilitates the exercise of independent supervision over management, including:	The Board acts in accordance with the <i>Business Corporations Act</i> (British Columbia); the Company’s Notice of Articles and Articles; and other applicable laws and Company policies. The Board approves all significant decisions that affect the Company before they are implemented. The Board supervises their implementation and reviews the results.										
(a) identity of directors who are independent.	<p>The following directors have been determined by the Board to be independent, in accordance with National Instrument 58-101, as they are not members of management and, in the view of the Board, they do not have a relationship which could be reasonably expected to, interfere with the exercise of their independent judgement, other than interests and relationships arising from shareholding: Pierre Lebel and Kevin Falcon.</p> <p>During the financial year ended December 31, 2021, the Board accepted the resignation of R. Michael Jones who was a non-independent director. In addition, the Board was advised that Mr. Falcon would not stand for re-election due to his responsibilities as new leader of the BC Liberal Party. As a result, a formal search process for two new independent board member candidates was commenced by the Board. The new directors search criteria was closely aligned with overall succession planning and was focused on attracting candidates who fulfilled the desired social diversity element and who also had the necessary skills, experience and background to join the Board. The search was successful in identifying Priscila Costa Lima and Stephen Quin as suitable nominees proposed for election at the Annual General Meeting. Additional information on Ms. Costa Lima and Mr. Quin, is provided under section “<i>Election of Directors, Nominees for Election as Directors</i>” in the Information Circular to which this schedule is attached.</p>										
(b) identity of directors who are not independent and describe the basis for that determination.	Director Peter Palmedo has been determined to be non-independent as he has a material relationship with the Company by virtue of his senior executive position with Sun Valley Gold LLC, which exercises control and direction over Sun Valley Gold Masters Fund, Ltd., a major shareholder of the Company.										
<b>2. Directorships</b>											
If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.	<p>The following proposed directors are currently also directors of other reporting issuers as listed:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Director</th> <th style="text-align: left;">Issuer</th> </tr> </thead> <tbody> <tr> <td>Pierre Lebel</td> <td>Imperial Metals Corporation (TSX)</td> </tr> <tr> <td>Priscila Costa Lima</td> <td>South Star Battery Metals Corp. (TSXV)</td> </tr> <tr> <td>Stephen Quin</td> <td>Kutcho Copper Corp. (TSXV)</td> </tr> <tr> <td></td> <td>BPG Metals Corp. (TSXV)</td> </tr> </tbody> </table>	Director	Issuer	Pierre Lebel	Imperial Metals Corporation (TSX)	Priscila Costa Lima	South Star Battery Metals Corp. (TSXV)	Stephen Quin	Kutcho Copper Corp. (TSXV)		BPG Metals Corp. (TSXV)
Director	Issuer										
Pierre Lebel	Imperial Metals Corporation (TSX)										
Priscila Costa Lima	South Star Battery Metals Corp. (TSXV)										
Stephen Quin	Kutcho Copper Corp. (TSXV)										
	BPG Metals Corp. (TSXV)										

**Corporate Governance Disclosure**  
**Requirement**

**The Company's Approach**

Director attendance at Board and Committee meetings held during the financial year ended December 31, 2021 is as follows:

Director	Board	Committees	
		Audit	Compensation
Peter Palmedo	5/5	1/1	1/1
Pierre Lebel	5/5	4/4	1/1
Kevin Falcon	5/5	4/4	1/1
R. Michael Jones <sup>(1)</sup>	4/4	3/3	N/A

**Notes:**

(1) Mr. Jones ceased to be a director of the Company on September 1, 2021.

**3. Orientation and Continuing Education**

- (a) Briefly describe what measures the board takes to orient new directors. Proposed new directors are provided with an information package regarding the business and operations of the Company which fully apprises them of such matters and of the duties and responsibilities of the directors pursuant to applicable law and policy. Orientation of new directors includes briefings with the Chair of the Board, the Audit, Compensation, the Compensation Committee and the independent directors. New directors also receive access to senior management to be oriented on relevant issues, current business strategies and historical information about the Company. They are also provided with all corporate charters, position descriptions, and policies.
- (b) Briefly describe any measures the board takes to provide continuing education for directors. The Board currently does not provide continuing education for its directors. By using a board composed of experienced professionals with a wide range of financial, legal, exploration and mining expertise, the Company ensures that the board operates effectively and efficiently. The board reviews, approves and plans for the ongoing development of existing board members including the provision of continuing education opportunities for all directors, so that individuals may maintain or enhance their skills and abilities as directors, as well as to ensure their knowledge and understanding of the Company's business remains current.

**4. Ethical Business Conduct**

Disclose what steps, if any, the board takes to encourage and promote a culture of ethical business conduct.

*Code of Business Conduct and Ethics*

The Board has adopted a written Code of Business Conduct and Ethics (the "Code of Conduct") for the directors, officers, and employees of the Company. The Code of conduct is filed on SEDAR at [www.sedar.com](http://www.sedar.com) and is also available on the Company's website at [www.westvaultmining.com](http://www.westvaultmining.com) under Corporate Responsibility. The Board monitors compliance with the Code of Conduct. Frank Hallam, CFO, has been appointed as the Corporation Ethics Officer to ensure adherence to the Code of Conduct and to report to the Board. To date, the Company has not been required to file a material change report relating to a departure from the Code.

*Whistleblower Policy*

In order to carry out its responsibilities the Board has adopted a standalone Whistleblower Policy. The Whistleblower Policy outlines the procedures for the receipt, retention and treatment of complaints regarding health, safety,

environmental, accounting, internals accounting controls, auditing matters and all other general matters (the "**Whistleblower Matters**") and the confidential, anonymous submission by employees and consultants (the "**Employees**") of concerns regarding the Whistleblower Matters.

Any person, including Employees, may submit a concern or complaint regarding Whistleblower Matters on a confidential or anonymous basis without fear of dismissal or retaliation of any kind. Concerns or complaints relating to Whistleblower Matters will be reviewed under Board direction and oversight by such persons as the Board determines to be appropriate. Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate review. Prompt and appropriate corrective action will be taken when and as warranted in the judgment of the Board. When possible and when determined appropriate by the Board, notice of any corrective action taken will be given to the person who submitted the concern or complaint.

The Whistleblower Policy is reviewed by the Board on an annual basis and it is posted on the Company's website at [www.westvaultmining.com](http://www.westvaultmining.com) under Corporate Responsibility.

*Commitment to Anti-Bribery Conduct*

The Code of Conduct emphasizes a theme that is also central to the Company's commitment to anti-bribery conduct: be ethical. The Company is committed to acting in line with applicable anti-bribery law, our values and principles. West Vault's business activities are based quality, and service, and we do not provide bribes or other improper incentives. The Commitment to Anti-Bribery Conduct (the "**Anti-Bribery Conduct**") has been designed and adopted to complement and expand on the existing Code of Conduct and to ensure compliance with applicable anti-bribery law, including the Canadian Corruption of Foreign Public Officials Act, S.C. 1998, c.34, and the U.S. Foreign Corrupt Practices Act, 1977.

The Company is committed to adhere to the utmost integrity and professionalism in its business activities and expects adherence to the Anti-Bribery Conduct by its directors, officers, employees, contractors, and "stakeholders" (being any group or individual who can affect or is affected by the achievement of the Company's objectives, including third parties who interact with government officials on the Company's behalf).

Any violation of the Anti-Bribery Conduct will be taken seriously and will lead to the imposition of appropriate disciplinary measures, up to and including termination of employment/consulting arrangements.

All known or suspected violations of the Anti-Bribery Conduct should be reported either directly to the Ethics Officer or as otherwise permitted under the Company's internal reporting procedures. As set out in the Code of Conduct the Company will not allow any harassment, retaliation or any type of discrimination against a director, officer, employee or contractor who acts in good faith in reporting any violation. The Anti-Bribery Policy will be reviewed by the Board on an annual basis and it is posted on the Company's website at [www.westvaultmining.com](http://www.westvaultmining.com) under Corporate Responsibility.

*Human Rights Policy*

The Company is committed to promoting a culture of respect for human rights and inclusion. To meet its commitment, the Company strives to safeguard the promotion

**Corporate Governance Disclosure**  
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**The Company's Approach**

of human rights in the workplace and integrate human rights into its due diligence and risk assessment processes and seeks constructive dialogue and partnerships with stakeholders affected by its activities.

In April 2022, the Company formalized and adopted a human rights policy (the "Human Rights Policy"), which confirms the Company's committed to promoting a culture of respect for human rights and inclusion that aligns with the United Nations Guiding Principles on Business and Human Rights, the International Labor Organization's Declaration on Fundamental Principles and Rights at Work, international humanitarian law and applicable local human rights legislation. A copy of the Human Rights Policy is available on the Company's website at [www.westvaultmining.com](http://www.westvaultmining.com) under Corporate Responsibility.

**5. Nomination of Directors**

Disclose what steps, if any, are taken to identify new candidates for board nomination, including:

(a) who identifies new candidates, and

All of the Company's directors are involved in the search for new directors. A new director should have direct experience in the mining business and significant public company experience. The nominee must not have a significant conflicting public company association.

(b) the process of identifying new candidates.

The Board is responsible for making recommendations on the long-term plan for the composition of the board that takes into consideration the current strengths, skills and experience on the board and the strategic direction of the Company. The plan includes: (i) the desired qualifications, demographics, skills and experience for potential directors; (ii) an interview process for potential candidates for board membership; and (iii) a list of future candidates for board membership after taking into account the competencies and skills that the board as a whole should possess, the competencies and skills that the existing directors possess, the competencies and skills of the proposed nominee and the amount of time and resources the proposed nominee can devote as a member of the board. In addition, the board is also responsible for making recommendations annually regarding potential nominees for election as members of the board.

**6. Compensation**

Disclose what steps, if any, are taken to determine compensation for the directors and CEO, including:

(a) who determines compensation, and

(b) the process of determining compensation.

The board reviews the adequacy and form of compensation and compares it to other companies of similar size and stage of development. There is no minimum share ownership requirement of directors. Directors' compensation is in the form of stock options and the payment of directors' fees. The Company's Compensation Committee reviews and recommends to the board for approval the general compensation philosophy and guidelines for all directors and executive officers, including the CEO. This includes incentive plan design and other remuneration.

**7. Other Board Committees**

If the board has standing committees other than the audit, compensation and

The Company has no additional committees.

**Corporate Governance Disclosure  
Requirement**

**The Company's Approach**

nominating committees, identify the committees and describe their function.

**8. Assessments**

Disclose what steps, if any, that the board takes to satisfy itself that the board, its committees, and its individual directors are performing effectively.

The board is responsible for establishing appropriate processes for the regular evaluation of the effectiveness of the board and its members and its committees and their charters. It is also responsible for reviewing: (i) the performance of individual directors, the board as a whole, and committees of the board; (ii) the performance evaluation of the Chair of each board committee; and (iii) regularly, the performance evaluation of the CEO, including performance against corporate objectives.

The board has established an appropriate process for the regular evaluation of the board, its committees and the directors and will conduct regular assessments in accordance with its mandate.

The Audit Committee, as part of their annual review, assessed the effectiveness of the board and its independence. The Audit Committee assessed the adequacy of the information provided, the regular nature of the communication between the board and management and reviewed whether management was following the mandated strategic direction as set out in the board's direction and management milestones.

Management and directors communicate with shareholders on an ongoing basis, and shareholders are regularly consulted on the effectiveness of board members and senior staff.

## SCHEDULE “C” – ESG APPROACH

West Vault strives to be a responsible and sustainable mining company. Our core ESG values are:

- caring for the environment in which we operate;
- providing a healthy and safe workplace for our employees;
- contributing to the welfare of, and promoting active dialogue with, our local communities; and,
- bringing honesty, transparency and mutual respect to all aspects of our business.

In 2022, we are continuing to advance our ESG goals by researching more environmentally sustainable mining practices and participating in new community partnerships.

### Environmental

Located in Nevada, the Company’s Hasbrouck Gold Project (the “**Project**”) is in compliance with environmental requirements and relevant state and federal regulations and laws. The Project is fully permitted and well managed and has experienced no significant environmental incidents to date.

As part of the Project’s federally approved Mine Plan of Operation, we completed a thorough survey and catalogue of all biology on site. The Mine Plan of Operation includes a plan for mitigation of impacts to biology during construction, operation, and closure, and a detailed plan for the rehabilitation of biology at the end of mining operations. Once the first disturbance is created for commencing operations, we will post a financial bond, determined and held by the Bureau of Land Management (“**BLM**”), to be used if we are not in the position to do so.

To the greatest extent possible, constrained only by currently available technology and equipment, we plan to:

- use electric mining equipment rather than diesel mining equipment;
- use electric heating equipment in the gold processing plant rather than diesel heating equipment; and
- use grid electric power for processing plant and administration purposes, rather than power generated on-site using an LNG-powered generator.

In 2022, we completed an in-house study to reduce carbon dioxide (CO<sub>2</sub>) emissions at the Hasbrouck Gold Project. The findings show CO<sub>2</sub> emissions can be significantly reduced by:

- using grid power instead of liquified natural gas-generated power as planned at the phase one Three Hills Mine;
- using electric primary mining equipment instead of diesel equipment at the phase two Hasbrouck Mine; and
- using electric power instead of diesel for drying kilns in the central processing plant.

The study indicates these changes to be feasible and would reduce power-related emissions from about 200,000 tons CO<sub>2</sub> to about 66,000 tons CO<sub>2</sub> over life of mine.

The Project’s property is located in a semi-arid climate and is perpetually water-stressed. Sufficient ground water is available for the Project’s needs, and we lease a state-issued water right for its appropriation. The State of Nevada regulates groundwater use and only issues water rights if the use of groundwater is less than what is expected to be perennially replenished.

Recognizing the importance of fighting climate change, in 2022 we are also participating in research projects with the University of Nevada, Reno to address desertification and soil-carbon loss. To date, we have contributed US\$20,000 to the research project and are actively advocating that other mining companies also contribute.

### Social

We believe in creating a healthy workplace for all employees and in contributing to the well-being of the communities in which we work. We work closely with a contractor who resides in the nearby community of Tonopah to ensure the project maintains positive community relations.

As a part of state and federal permitting, we are required to preserve, or handle in a manner acceptable to State and BLM, any identified tangible cultural artifact. Survey work has been completed to identify artifacts. When construction begins, all cultural artifacts will be preserved or managed according to government regulations.

In 2022, we are planning a community youth engagement and education project at Tonopah. This multi-year project will introduce local youth to ecological sciences and techniques for improving rangeland biological productivity.

## **Governance**

The Board oversees strategy, governance and risk, and provides guidance on managing risks and opportunities associated with ESG factors.

All of the Company's directors are involved in the search for new directors. The Board is responsible for making recommendations on the long-term plan for the composition of the board that takes into consideration the current strengths, skills, and experience on the board and the strategic direction of the Company. The plan includes:

- the desired qualifications, demographics, skills, and experience for potential directors;
- an interview process for potential candidates for board membership; and
- a list of future candidates for board membership after taking into account the competencies and skills that the board as a whole should possess, the competencies and skills that the existing directors possess, the competencies and skills of the proposed nominee, and the amount of time and resources the proposed nominee can devote as a member of the board.

In 2022, the Board established the Environmental, Health, Safety, and Social Responsibility Policies ("**EHSSR Policies**") to clearly communicate the Company's expectations for employees, directors, contractors, and consultants providing services for or on behalf of the Company.

The EHSSR Policies apply to West Vault and its wholly-owned subsidiaries. The Company requires that each of its wholly-owned subsidiaries that conduct mining operations will establish procedures to ensure compliance with these policies. The Board members, officers, contractors, or any third-party conducting work or acting on the Company's behalf are expected to behave in a manner that respects human rights, avoids infringing upon them, and promotes diversity; and the Company will take appropriate measures to ensure respect of the EHSSR Policies.

The EHSSR Policies are comprised of the policies outlined below which are intended to supplement the requirements, guidelines, and standards of conduct described in the Company's other internal and external policies.

### 1. Health and Safety Policy

To confirm the Company's commitment to the safety, health, and welfare of the employees and their families, the contractors and visitors (collectively, "**team members**"), as well as the safety and well-being of the communities in which we work. All team members must take accountability for their personal safety and the safety of others working around them. West Vault is committed to a culture of zero harm.

### 2. Social License and Sustainable Development Policy

To confirm the Company's focus on building trust and making a positive difference in the communities in which we live and work.

### 3. Environmental Policy

To confirm the Company's commitment to wise environmental stewardship. West Vault employees care about protecting the environment for future generations while providing for safe, responsible, and profitable projects by developing natural resources for the benefit of its employees, shareholders, and communities.

### 4. Human Rights Policy

To emphasize the Company's commitment to respecting human rights as outlined in the Universal Declaration of Human Rights, the United Nations Guiding Principles on Business and Human Rights, the International Labor Organization's Declaration on Fundamental Principles and Rights at Work and under international humanitarian law as well as any applicable local human rights legislation. Copies of the EHSSR Policies and the stand-alone Human

Rights Policy are available on the Company's website at [www.westvaultmining.com](http://www.westvaultmining.com) under Corporate Responsibility.

**Other Disclosure**

The Company is subject to anti-corruption laws and regulations, including the Canadian Corruption of Foreign Public Officials Act and certain restrictions applicable to U.S. reporting companies imposed by the U.S. Foreign Corrupt Practices Act of 1977, as amended, that prohibit companies from bribing in order to obtain or retain an advantage in the course of business. To address anti-bribery conduct, the Company has established the Commitment to Anti-Bribery Conduct to complement and expand on West Vault's existing Code of Business Conduct and Ethics (the "**Code of Conduct**") and to ensure compliance with applicable anti-bribery law. A copy of the Company's Commitment to Anti-Bribery Conduct is available on the Company's website at [www.westvaultmining.com](http://www.westvaultmining.com) under Corporate Responsibility.

The Code of Conduct, Whistleblower Policy, and other customary policies are described in the Information Circular to which this Schedule is attached, and are also available for review on the Company website at [westvaultmining.com](http://westvaultmining.com).

We also adhere to the corporate governance standards and policies of the TSX-V.

**SCHEDULE "D" – SHARE COMPENSATION PLAN**

## WEST VAULT MINING INC.

### SHARE COMPENSATION PLAN

#### 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** For purposes of the Plan, unless the context requires otherwise, the following words and terms shall have the following meanings:

- (a) **"1933 Act"** means the United States Securities Act of 1933, as amended;
- (b) **"Account"** has the meaning attributed to that term in section 4.8;
- (c) **"Administrators"** means the Board or such other persons as may be designated by the Board from time to time;
- (d) **"Affiliate"** means with respect to the Company, its majority-owned Subsidiaries;
- (e) **"Associate"** has the meaning attributed to that term in the *Securities Act* (British Columbia);
- (f) **"Award Date"** means the date or dates on which an award of Restricted Share Units is made to a Participant in accordance with section 4.1;
- (g) **"Blackout Period"** means the period during which designated directors, officers and employees of the Company cannot trade the Common Shares pursuant to the Company's policy respecting restrictions on directors', officers' and employee trading which is in effect at that time (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an insider, that insider is subject);
- (h) **"Board"** means the board of directors of the Company from time to time;
- (i) **"Business Day"** means each day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia, Canada;
- (j) **"Change of Control"** means:
  - (i) the acceptance of an Offer by a sufficient number of holders of voting shares in the capital of the Company to constitute the offeror, together with persons acting jointly or in concert with the offeror, a shareholder of the Company being entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the Company (provided that prior to the Offer, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the Company),
  - (ii) the completion of a consolidation, merger or amalgamation of the Company with or into any other corporation whereby the voting shareholders of the Company immediately prior to the consolidation, merger or amalgamation receive less than 50% of the voting rights attaching to the outstanding voting

shares of the consolidated, merged or amalgamated corporation or any parent entity, or

- (iii) the completion of a sale whereby all or substantially all of the Company's undertakings and assets become the property of any other entity and the voting shareholders of the Company immediately prior to that sale hold less than 50% of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale;

(k) **"Code"** means the U.S. Internal Revenue Code of 1986, as amended;

(l) **"Common Shares"** means the common shares of the Company;

(m) **"Company"** means West Vault Mining Inc., a corporation existing under the *Business Corporations Act* (British Columbia) and the successors thereof;

(n) **"Consultant"** means an individual (other than an employee or a director of the Company) that:

- (A) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to an Affiliate of the Company, other than services in connection with the offer or sale of securities in a capital-raising transaction, or that directly or indirectly promote or maintain a market for the Company's securities; without limiting the foregoing, a consultant engaged in Investor Relations Activities is not an eligible Consultant;
- (B) provides the services under a written contract between the Company or the Affiliate and the individual or the company, as the case may be;
- (C) 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 an Affiliate of the Company; and
- (D) has a relationship with the Company or an Affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company;

(o) **"Discounted Market Price"** means the Market Price of the Common Shares, less a discount of up to 25% if the Market Price is \$0.50 or less; up to 20% if the Market Price is between \$2.00 and \$0.51; and up to 15% if the Market Price is greater than \$2.00 (and subject, notwithstanding the application of any such maximum discount, to a minimum price per share of \$0.05);

(p) **"Effective Date"** means June 23, 2022;

(q) **"Eligible Person"** means:

- (i) any officer or employee of the Company and/or any officer or employee of any Affiliate of the Company and, solely for purposes of the grant of Options, any director of the Company and/or any director of any Affiliate of the Company; and

- (ii) a Consultant;
  
- (r) **“Event of Termination”** means an event whereby a Participant ceases, for any reason whatsoever, to be an Eligible Person (whether or not cessation is lawful) and shall be deemed to have occurred effective upon the giving of any notice of termination of employment or service (whether or not that termination is lawful, whether voluntary or involuntary, whether with or without cause, and whether or not it occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation or damages in lieu of that notice), retirement, or any cessation of employment or service for any reason whatsoever, including disability or death;
  
- (s) **“Exchange”** means any stock exchange or quotation system in Canada where the Common Shares are listed on or through which the Common Shares are listed or quoted;
  
- (t) **“Existing Plan”** means the stock option plan approved by the shareholders of the Company on June 25, 2021;
  
- (u) **“Fair Market Value”** means, on any date, the volume weighted average price of the Common Shares traded on the Exchange for the five (5) consecutive trading days prior to such date;
  
- (v) **“Grant Date”** means the date on which a grant of Options is made to a Participant in accordance with section 5.1;
  
- (w) **“insider”** has the meaning attributed to that term in the *Securities Act* (British Columbia);
  
- (x) **“Insider Participant”** means a Participant who is (i) an insider of the Company or any of its Subsidiaries, and (ii) an Associate of any person who is an insider by virtue of (i);
  
- (y) **“Investor Relations Activities”** means any activities, by or on behalf of the Company or 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 by-laws, rules or other regulatory instruments of the Exchange or 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 Exchange.
- (z) **“Market Price”** means, as of any date, the closing price of the Common Shares on the Exchange for the last market trading day prior to the date of grant of the Option or if the Common Shares are not listed on a stock exchange, the Market Price shall be determined in good faith by the Administrators;
- (aa) **“Net Exercise Alternative”** has the meaning ascribed thereto in Section 5.8 hereof;
- (bb) **“Notification Date”** means:
- (i) where a Participant who is an employee or officer or director resigns for any reason whatsoever from the Participant’s employment or office with the Company or any Affiliate of the Company, the date on which that Participant first gives notice of resignation to the Company or the Affiliate;
  - (ii) where a Participant who is a consultant terminates their service with the Company or any Affiliate for any reason whatsoever, the date on which that Participant first gives notice of termination to the Company or the Affiliate;
  - (iii) where a Participant’s employment or service or office is terminated by the Company or any Affiliate of the Company for any reason whatsoever (whether lawful or not), the date on which the Company or that Affiliate first gives written notice of termination to the Participant.
- (cc) **“Offer”** means a bona fide arm’s length offer made to all holders of voting shares in the capital of the Company to purchase, directly or indirectly, voting shares in the capital of the Company;
- (dd) **“Option”** means an option granted to an Eligible Person under the Plan to purchase Common Shares;
- (ee) **“Option Agreement”** has the meaning ascribed to that term in section 3.2;
- (ff) **“Participant”** means an Eligible Person selected by the Administrators to participate in the Plan in accordance with section 3.1 hereof;
- (gg) **“Payout Date”** means the day on which the Company pays to a Participant the Fair Market Value of the RSUs that have become vested and payable;
- (hh) **“Plan”** means this share compensation plan, as amended, replaced or restated from time to time;

(ii) **“reserved for issuance”** refers to Common Shares that may be issued in the future upon the vesting of Restricted Share Units which have been awarded and upon the exercise of Options which have been granted;

(jj) **“Restricted Share Unit”** means a right granted in accordance with section 4.1 hereof to receive Common Shares or cash (or a combination thereof) in accordance with section 4.5, that becomes vested in accordance with section 4.3 and which is governed by the other terms and conditions set out in this Plan ;

(kk) **“Restricted Share Unit Agreement”** has the meaning ascribed to that term in section 3.2;

(ll) **“Share Compensation Arrangement”** means a stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to directors, officers and employees of the Company and any of its Subsidiaries or to Consultants;

(mm) **“Subsidiary”** has the meaning ascribed thereto in the *Securities Act* (British Columbia) and **“Subsidiaries”** shall have a corresponding meaning;

(nn) **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(oo) **“U.S. Participant”** means a Participant who is a citizen of the United States or a resident of the United States, as defined in section 7701(a)(30)(A) and section 7701(b)(1) of the Code and any other Participant who is subject to tax under the Code with respect to compensatory awards granted pursuant to the Plan;

(pp) **“U.S. Person”** means a “U.S. person”, as such term is defined in Regulation S under the 1933 Act; and

(qq) **“Withholding Obligations”** has the meaning ascribed to that term in section 4.6.

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

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

1.4 **References to this Plan:** The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to the Plan as a whole and not to any particular article, section, paragraph or other part hereof.

1.5 **Currency:** All references in this Plan or in any agreement entered into under this Plan to “dollars”, “\$” or lawful currency shall be references to Canadian dollars, unless the context otherwise requires.

## 2. PURPOSE AND ADMINISTRATION OF THE PLAN

2.1 **Purpose:** The purpose of the Plan is to advance the interests of the Company and its Subsidiaries, and its shareholders by: (i) ensuring that the interests of Eligible Persons are aligned with the success of the Company and its Subsidiaries; (ii) encouraging stock ownership by Eligible Persons; and (iii) providing compensation opportunities to attract, retain and motivate Eligible Persons.

### 2.2 Common Shares Subject to the Plan:

- (a) Unless the requisite disinterested shareholder approval is obtained, the total number of Common Shares reserved and available for grant and issuance pursuant to this Plan shall not exceed 10% of the issued and outstanding Common Shares from time to time (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement including the Existing Plan and the Restricted Share Units that may be awarded under section 4);
- (b) Unless the requisite disinterested shareholder approval is obtained, the number of Common Shares issuable under the Plan to any one Participant (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) in a 12 month period shall not exceed 5% of the issued and outstanding Common Shares from time to time, calculated as at the date any Award is granted or issued to any such Person;
- (c) Unless the requisite disinterested shareholder approval is obtained, the number of Common Shares issuable under the Plan to Insider Participants (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not, at any time, exceed 10% of the issued and outstanding Common Shares, calculated as at the date any Award is granted or issued to any such Insider Participants and the maximum aggregate number of Common Shares issuable pursuant to all Share Compensation Arrangements granted or issued in any 12 month period to Insider Participants (as a group) must not exceed 10% of the issued and outstanding Common Shares, calculated as at the date any Award is granted or issued to any Insider Participant;
- (d) The number of Common Shares issuable under the Plan to any one Consultant within a 12 month period (together with those Common Shares that are issued pursuant to any other Share Compensation Arrangement) shall not, at any time, exceed 2% of the issued and outstanding Common Shares, calculated as at the date any Award is granted or issued to any such Consultant;
- (e) Unless the requisite disinterested shareholder approval is obtained, the number of Common Shares issuable under the Plan within a 12 month period to all Eligible Persons retained to provide Investor Relations Activities (together with those Common Shares that are issued pursuant to any other Share Compensation Arrangement) shall not, at any time, exceed 2% of the issued and outstanding Common Shares calculated as at the date any Award is granted or issued to any such Eligible Persons retained to provide Investor Relations Activities; provided, that Options granted to any and all Eligible Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months with no more than  $\frac{1}{4}$  of the Options vesting in any three month period. Eligible Persons retained to provide Investor Relations Activities may not receive any Awards other than Options;
- (f) No new grants of Awards will be made under any Existing Plan.

2.3 **Administration of the Plan:** The Plan shall be administered by the Administrators, through the recommendation of the Compensation Committee of the Board. Subject to any limitations of the Plan, the Administrators shall have the power and authority to:

- (a) adopt rules and regulations for implementing the Plan;
- (b) determine the eligibility of persons to participate in the Plan, when Restricted Share Units and Options to Eligible Persons shall be awarded or granted, the number of Restricted Share Units and Options to be awarded or granted, the vesting criteria for each award of Restricted Share Units and the vesting period for each grant of Options;
- (c) interpret and construe the provisions of the Plan and any agreement or instrument under the Plan;
- (d) subject to regulatory requirements, make exceptions to the Plan in circumstances which they determine to be exceptional;
- (e) require that any Participant provide certain representations, warranties and certifications to the Company to satisfy the requirements of applicable laws, including without limitation, exemptions from the registration requirements of the 1933 Act and applicable state securities laws; and
- (f) make all other determinations and take all other actions as they determine to be necessary or desirable to implement, administer and give effect to the Plan.

### 3. ELIGIBILITY AND PARTICIPATION IN PLAN

3.1 **The Plan and Participation:** The Plan is hereby established for Eligible Persons. Restricted Share Units may be awarded and Options may be granted to any Eligible Person by the Administrators in their discretion in accordance with the provisions hereof to any person who is an Eligible Person at the time of grant, as determined by the Administrators in accordance with the provisions hereof. The Company and each Participant acknowledge that they are responsible for ensuring and confirming that such Participant is a bona fide Eligible Person entitled to receive Options or Restricted Share Units, as the case may be.

3.2 **Agreements:** All Restricted Share Units awarded hereunder shall be evidenced by a restricted share unit agreement ("**Restricted Share Unit Agreement**") between the Company and the Participant, substantially in the form set out in Exhibit A or in such other form as the Administrators may approve from time to time. All Options granted hereunder shall be evidenced by an option agreement ("**Option Agreement**") between the Company and the Participant, substantially in the form as set out in Exhibit B or in such other form as the Administrators may approve from time to time.

### 4. AWARD OF RESTRICTED SHARE UNITS

4.1 **Award of Restricted Share Units:** Subject to section 2.2, the total number of Restricted Share Units that may be awarded pursuant to this section (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not exceed 10% of the number of issued and outstanding Common Shares from time to time.

The Administrators may, at any time and from time to time, award Restricted Share Units to Eligible Persons. In awarding any Restricted Share Units, the Administrators shall determine:

- (a) to whom Restricted Share Units pursuant to the Plan will be awarded;
- (b) the number of Restricted Share Units to be awarded and credited to each Participant's Account;
- (c) the Award Date; and
- (d) subject to section 4.3 hereof, the applicable vesting criteria.

Upon the award of Restricted Share Units, the number of Restricted Share Units awarded to a Participant shall be credited to the Participant's Account effective as of the Award Date.

**4.2 Restricted Share Unit Agreement:** Upon the award of each Restricted Share Unit to a Participant, a Restricted Share Unit Agreement shall be delivered by the Administrators to the Participant.

**4.3 Vesting:**

(a) Subject to subsections (c) and (d) below, at the time of the award of Restricted Share Units, the Administrators shall determine in their sole discretion the vesting criteria applicable to such Restricted Share Units.

(b) For greater certainty, the vesting of Restricted Share Units may be determined by the Administrators to include criteria such as performance vesting, in which the number of Common Shares to be delivered to a Participant for each Restricted Share Unit that vests may fluctuate based upon the Company's performance and/or the market price of the Common Shares, in such manner as determined by the Administrators in their sole discretion.

(c) Each Restricted Share Unit shall be subject to vesting in accordance with the terms set out in the Restricted Share Unit Agreement.

(d) Notwithstanding anything to the contrary in this Plan, all vesting and issuances or payments, as applicable, in respect of a Restricted Share Unit shall be completed no later than December 15 of the third calendar year commencing after the Award Date for such Restricted Share Unit.

(e) Notwithstanding section 4.3(a) and subject to section 6.2, a Restricted Share Unit shall not vest prior to the date that is one year following the Award Date of such Restricted Share Unit.

**4.4 Blackout Periods:** Should the date of vesting of a Restricted Share Unit fall within a Blackout Period or within nine Business Days following the expiration of a Blackout Period, such date of vesting shall be automatically extended without any further act or formality to that date which is the tenth Business Day after the end of the Blackout Period, such tenth Business Day to be considered the date of vesting for such Restricted Share Unit for all purposes under the Plan. Notwithstanding section 6.4 hereof, the ten Business Day period referred to in this section 4.4 may not be extended by the Board. Notwithstanding the foregoing, with respect to Restricted Share Units awarded to U.S. Participants, no such extension shall operate to extend the time of settlement/payment with respect to such Restricted Share Units except to the extent permitted under Section 409A of the Code.

- 4.5 **Vesting and Settlement:** With respect to Restricted Share Units of a U.S. Participant, the date of vesting means the date on which the Restricted Share Units are no longer subject to a substantial risk of forfeiture, because the continued-service vesting conditions, performance-based vesting conditions, if any, and any other vesting conditions have been satisfied, deemed satisfied or waived. As soon as practicable after the relevant date of vesting of any Restricted Share Units awarded under the Plan and with respect to a U.S. Participant, no later than 90 days thereafter, but subject to subsection 4.3(d), provided, however, that in all cases such settlement will occur by March 15th of the year following the calendar year in which such date of vesting occurs (and the Participant shall have no ability to influence the calendar year in which settlement occurs), a Participant shall be entitled to receive and the Company shall issue or pay (at its discretion):
- (a) a lump sum payment in cash equal to the number of vested Restricted Share Units recorded in the Participant's Account multiplied by the Fair Market Value of a Common Share on the Payout Date;
  - (b) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's Restricted Share Units in the Participant's Account, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Company as the holder of the appropriate number of Common Shares; or
  - (c) any combination of the foregoing.
- 4.6 **Taxes and Source Deductions:** The Company or an affiliate of the Company may take such reasonable steps for the deduction and withholding of any taxes and other required source deductions which the Company or the affiliate, as the case may be, is required by any law or regulation of any governmental authority whatsoever to remit in connection with this Plan, any Restricted Share Units or any issuance of Common Shares and/or lump sum cash payment ("**Withholding Obligations**"). Without limiting the generality of the foregoing, the Company may, at its discretion: (i) deduct and withhold those amounts it is required to remit pursuant to the Withholding Obligations from any cash remuneration or other amount payable to the Participant, whether or not related to the Plan, the vesting of any Restricted Share Units or the issue of any Common Shares and/or lump sum cash payment; (ii) allow the Participant to make a cash payment to the Company equal to the amount required to be remitted, pursuant to the Withholding Obligations, which amount shall be remitted by the Company to the appropriate governmental authority for the account of the Participant; or (iii) settle a portion of vested Restricted Share Units of a Participant in cash equal to the amount the Company is required to remit, pursuant to the Withholding Obligations, which amount shall be remitted by the Company to the appropriate governmental authority for the account of the Participant. Where the Company considers that the steps undertaken in connection with the foregoing result in inadequate withholding or a late remittance of taxes, the delivery of any Common Shares to be issued and/or lump sum cash payment to a Participant on vesting of any Restricted Share Units may be made conditional upon the Participant (or other person) reimbursing or compensating the Company or making arrangements satisfactory to the Company for the payment to it in a timely manner of all taxes required to be remitted, pursuant to the Withholding Obligations, for the account of the Participant.

**4.7 Rights Upon an Event of Termination:**

- (a) If an Event of Termination has occurred in respect of any Participant, any and all Common Shares corresponding to any vested Restricted Share Units in the Participant's Account shall be issued, and/or any applicable lump sum cash amount shall be paid, as soon as practicable after the Event of Termination to the former Participant in accordance with section 4.5 hereof. With respect to each Restricted Share Unit of a U.S. Participant, such Restricted Share Unit will be settled and shares issued, and/or any applicable lump sum cash amount shall be paid, as soon as practicable following the date of vesting of such Restricted Share Unit and within 90 days following such date of vesting, provided that in all cases such settlement will occur by March 15th of the year following the calendar year in which such date of vesting occurs (and the Participant shall have no ability to influence the calendar year in which settlement occurs).
- (b) If an Event of Termination has occurred in respect of any Participant, any unvested Restricted Share Units in the Participant's Account shall, unless otherwise determined by the Administrators in their discretion, forthwith and automatically be forfeited by the Participant and cancelled. With respect to any Restricted Share Unit of a U.S. Participant, if the Administrators determine, in their discretion, to waive all vesting conditions applicable to a Restricted Share Unit that is unvested at the time of an Event of Termination, such Restricted Share Unit shall not be forfeited or cancelled, but instead will be deemed to be vested (and the date of such waiver of vesting conditions will be the date of vesting) and will be settled and shares will be delivered, and/or any applicable lump sum cash amount shall be paid, within ninety [90] days following such date of vesting, provided that in all cases such settlement will occur by March 15<sup>th</sup> of the year following the calendar year in which such date of vesting occurs (and the Participant shall have no ability to influence the calendar year in which settlement occurs).
- (c) Notwithstanding the foregoing subsection 4.7(b), if a Participant retires in accordance with the Company's retirement policy, at such time, any unvested performance-based Restricted Share Units in the Participant's Account shall not be forfeited by the Participant or cancelled and instead shall be eligible to become vested at the time of, and in accordance with, the vesting conditions set forth in the applicable Restricted Share Unit Agreement after such retirement (as if retirement had not occurred) but only if the performance vesting criteria, if any, are met on the applicable date, and such date will be the date of vesting for purposes of the timing of settlement of Restricted Share Units in accordance with section 4.5 hereof.
- (d) For greater certainty, and notwithstanding anything that might indicate to the contrary herein, if a Participant's employment is terminated with or without just cause by the Company or Affiliate of the Company (whether or not that termination is lawful and whether or not it occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation or damages in lieu of that notice) each unvested Restricted Share Unit in the Participant's Account shall forthwith and automatically be forfeited by the Participant and cancelled as of the date of the Event of Termination.
- (e) For the purposes of this Plan and all matters relating to the Restricted Share Units, the date of the occurrence of the Event of Termination:
  - (i) shall be the Notification Date, and otherwise shall be such date as is determined by the Company or Affiliate, as applicable, in its sole discretion; and

- (ii) specifically does not mean the last date of employment, engagement or service with the Company or Affiliate of the Company, and specifically does not mean the date on which any period of notice, which the Company or Affiliate of the Company may be required to provide to (or that may be claimed by) that Participant, expires. For greater certainty, the date of the Event of Termination shall be determined without regard to notice of termination, severance or termination pay, compensation or indemnity in lieu of notice, wrongful or constructive dismissal damages, damages for the failure to provide reasonable notice, period of salary continuation or of deemed employment or of deemed service, or any claim whatsoever by the Participant to any of the foregoing (whether express or implied and whether arising under contract or statute or arising at civil law or common law or otherwise at law in any manner).

4.8 **Restricted Share Unit Accounts:** A separate notional account for Restricted Share Units shall be maintained for each Participant (an “**Account**”). Each Account will be credited with Restricted Share Units awarded to the Participant from time to time pursuant to section 4.1 hereof by way of a bookkeeping entry in the books of the Company. On the vesting of the Restricted Share Units pursuant to section 4.3 hereof and the corresponding issuance of Common Shares and/or any lump sum cash payment to the Participant pursuant to section 4.5 hereof, or on the forfeiture and cancellation of the Restricted Share Units pursuant to section 4.7 hereof, the applicable Restricted Share Units credited to the Participant’s Account will be cancelled.

4.9 **Record Keeping:** the Company shall maintain records in which shall be recorded:

- (a) the name and address of each Participant;
- (b) the number of Restricted Share Units credited to each Participant’s Account;
- (c) any and all adjustments made to Restricted Share Units recorded in each Participant’s Account;  
and
- (d) any other information which the Company considers appropriate to record in such records.

## 5. GRANT OF OPTIONS

5.1 **Grant of Options:** Subject to section 2.2, the total number of Common Shares reserved and available for grant pursuant to this section on exercise of Options (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not exceed 10% of the number of issued and outstanding Common Shares from time to time.

The Administrators may at any time and from time to time grant Options to Eligible Persons. In granting any Options, the Administrators shall determine:

- (a) to whom Options pursuant to the Plan will be granted;
- (b) the number of Options to be granted, the Grant Date and the exercise price of each Option;
- (c) the expiration date of each Option; and

(d) subject to section 5.3 hereof, the applicable vesting criteria,

provided, however that the exercise price for a Common Share pursuant to any Option shall not be less than the Discounted Market Price on the Grant Date in respect of that Option, and with respect to Options granted to U.S. Participants, the exercise price shall not be less than the Market Price on any exchange in Canada where Common Shares are listed on the last trading day prior to the Grant Date.

5.2 **Option Agreement:** Upon each grant of Options to a Participant, an Option Agreement shall be delivered by the Administrators to the Participant.

5.3 **Vesting:**

(a) Subject to subsection 2.2(e) above with respect to grants to Eligible Persons providing Investor Relations Activities, at the time of the grant of any Options, the Administrators shall determine, in accordance with minimum vesting requirements of the Exchange, the vesting criteria applicable to such Options.

(b) The Administrators may determine when any Option will become exercisable and may determine that Options shall be exercisable in instalments or pursuant to a vesting schedule. The Option Agreement will disclose any vesting conditions prescribed by the Administrators.

5.4 **Term of Option/Blackout Periods:** The term of each Option shall be determined by the Administrators; provided that no Option shall be exercisable after ten years from the Grant Date. Should the term of an Option expire on a date that falls within a Blackout Period or within nine Business Days following the expiration of a Blackout Period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth Business Day after the end of the Blackout Period, such tenth Business Day to be considered the expiration date for such Option for all purposes under the Plan. Notwithstanding section 6.4 hereof, the ten Business Day period referred to in this section 5.4 may not be extended by the Board. Notwithstanding the foregoing, the term of an Option of a U.S. Participant shall not be extended beyond the earlier of the Option Expiry Date as set forth in the applicable Option Agreement (without regard to earlier termination of an option as a result of termination of employment or services) and the tenth anniversary of the Grant Date.

5.5 **Exercise of Option:**

Options that have vested in accordance with the provisions of this Plan and the applicable Option Agreement may be exercised at any time, or from time to time, during their term and subject to the provisions of section 5.10 hereof as to any number of whole Common Shares that are then available for purchase thereunder; provided that no partial exercise may be for less than 100 whole Common Shares. Options may be exercised by delivery of a written notice of exercise to the Administrators, substantially in the form attached to this Plan as Exhibit C, with respect to the Options, or by any other form or method of exercise acceptable to the Administrators.

**5.6 Payment and Issuance:**

(a) Upon actual receipt by the Company or its agent of the materials required by subsection 5.5 and receipt by the Company of a cheque or other form of acceptable payment for the aggregate exercise price, which may include compliance with any protocol for cashless exercise of Options as is approved by the administrators from time to time, the number of Common Shares in respect of which the Options are exercised will be issued as fully paid and non-assessable shares and the Participant exercising the Options shall be registered on the books of the Company as the holder of the appropriate number of Common Shares. No person or entity shall enjoy any part of the rights or privileges of a holder of Common Shares which are subject to Options until that person or entity becomes the holder of record of those Common Shares. No Common Shares will be issued by the Company prior to the receipt of payment by the Company for the aggregate exercise price for the Options being exercised.

(b) Without limiting the foregoing section 5.6(a), and unless otherwise determined by the Administrators or not compliant with any applicable laws, (i) cashless exercise of Options shall only be available to a Participant who was granted and is exercising such Options outside the United States as a non-U.S. Person in compliance with Regulation S under the 1933 Act at a time when the Common Shares are listed and posted for trading on a stock exchange or market in Canada that permits cashless exercise, the Participant intends to immediately sell the Common Shares issuable upon exercise of such Options in Canada and the proceeds of sale will be sufficient to satisfy the exercise price of the Options, and (ii) if an eligible Participant elects to exercise the Options through cashless exercise and complies with any relevant protocols approved by the Administrators, a sufficient number of the Common Shares issued upon exercise of the Options will be sold in Canada by a designated broker on behalf of the Participant to satisfy the exercise price of the Options, the exercise price of the Options will be delivered to the Company and the Participant will receive only the remaining unsold Common Shares from the exercise of the Options and the net proceeds of the sale after deducting the exercise price of the Options, applicable taxes and any applicable fees and commissions, all as determined by the Administrators from time to time. The Company shall not deliver the Common Shares issuable upon a cashless exercise of Options until receipt of the exercise price therefor, whether by a designated broker selling the Common Shares issuable upon exercise of such Options through a short position or such other method determined by the Administrators in compliance with applicable laws.

**5.7 Cashless Exercise:** Subject to Section 5.6(b), provided that the Common Shares are listed and posted for trading on a stock exchange or market that permits cashless exercise, a Participant that is outside the United States and not a U.S. Person may elect a cashless exercise in a notice of exercise, which election will result in all of the Common Shares issuable on the exercise being sold. In such case, the Participant will not be required to deliver to the Administrators a cheque or other form of payment for the aggregate exercise price referred to above. Instead the following provisions will apply:

- (a) The Participant will instruct a broker selected by the Participant to sell through the stock exchange or market in Canada on which the Common Shares are listed or quoted, the Common Shares issuable on the exercise of Options, as soon as possible upon the issue of such Common Shares to the Participant at the then applicable bid price of the Common Shares.
- (b) Before the relevant trade date, the Participant will deliver the exercise notice including details of the trades to the Company electing the cashless exercise and the Company will direct its registrar and transfer agent to issue a certificate for such Participant's Common

Shares in the name of the broker (or as the broker may otherwise direct) for the number of Common Shares issued on the exercise of the Options, against payment by the broker to the Company of (i) the exercise price for such Common Shares; and (ii) the amount the Company determines, in its discretion, is required to satisfy the Company withholding tax and source deduction remittance obligations in respect of the exercise of the Options and issuance of Common Shares.

- (c) The broker will deliver to the Participant the remaining proceeds of sale, net of any brokerage commission or other expenses.

5.8 **Net Exercise:** Each Participant, other than Participants retained to perform Investor Relations Activities, shall, have the alternative, when entitled to exercise an Option, to deal with such Option on a “net exercise” basis, (the “**Net Exercise Alternative**”) in the manner set out and in accordance with the terms of this Plan and subject to the discretion of the Administrators to permit such Net Exercise Alternative. Without limitation, the Administrators may determine in their discretion that such Net Exercise Alternative, if any, grant a Participant the right to surrender such Option in whole or in part by notice in writing to the Company and in lieu of receiving Shares pursuant to the exercise of the Option, receive, that number of Shares, disregarding fractions, which is equal to the quotient obtained by:

- (a) subtracting the applicable exercise price from: (i) for Participants who are not U.S. Participants, the Fair Market Value on the business day immediately prior to the exercise of the Net Exercise Alternative, or (ii) for U.S. Participants, the closing price of the Common Shares on the Exchange on the last trading day prior to the exercise of the Net Exercise Alternative, and multiplying the remainder by the number of Common Shares issuable to the Participant on the exercise of Options; and
- (b) dividing the net amount obtained under subsection 5.8(a) by: (i) for Participants who are not U.S. Participants, the Fair Market Value on the business day immediately prior to the exercise of the Net Exercise Alternative, or (ii) for U.S. Participants, the closing price of the Common Shares on the Exchange on the last trading day prior to the exercise of the Net Exercise Alternative,

provided that the Participant pays to the Company an amount equal to the tax obligations applicable to the Common Shares issuable to the Participant on the exercise of Options or otherwise makes arrangements satisfactory to the Company in accordance with Section 5.9.

5.9 **Taxes and Source Deductions:** The Company or an affiliate of the Company may take such reasonable steps for the deduction and withholding of any taxes and other required source deductions which the Company or the affiliate, as the case may be, is required by any law or regulation of any governmental authority whatsoever to remit pursuant to the Withholding Obligations in connection with this Plan, any Options or any issuance of Common Shares. Without limiting the generality of the foregoing, the Company may, at its discretion: (i) deduct and withhold those amounts it is required to remit, pursuant to the Withholding Obligations, from any cash remuneration or other amount payable to the Participant, whether or not related to the Plan, the exercise of any Options or the issue of any Common Shares; or (ii) allow the Participant to make a cash payment to the Company equal to the amount required to be remitted, pursuant to the Withholding Obligations, which amount shall be remitted by the Company to the appropriate governmental authority for the account of the Participant. Where the Company considers that the steps undertaken in connection with the foregoing result in inadequate withholding or a late remittance of taxes, the delivery of any Common Shares to be issued to

a Participant on the exercise of Options may be made conditional upon the Participant (or other person) reimbursing or compensating the Company or making arrangements satisfactory to the Company for the payment in a timely manner of all taxes required to be remitted, pursuant to the Withholding Obligations, for the account of the Participant.

**5.10 Rights Upon an Event of Termination:**

(a) If an Event of Termination has occurred in respect of a Participant, any unvested Options, to the extent not available for exercise as of the date of the Event of Termination, shall, unless otherwise determined by the Administrators in their discretion, forthwith and automatically be cancelled, terminated and not available for exercise without further consideration or payment to the Participant.

(b) Except as otherwise stated herein or otherwise determined by the Administrators in their discretion (provided such determination does not exceed a maximum of one year from the occurrence of the Event of Termination), upon the occurrence of an Event of Termination in respect of a Participant, any vested Options granted to the Participant that are available for exercise as of the date of the Event of Termination may be exercised only before the earlier of:

- (i) the expiry of the Option; and
- (ii) six months after the date of the Event of Termination.

(c) Notwithstanding the foregoing subsections 5.10(a) and (b), and notwithstanding anything else that might indicate contrary herein, if a Participant's employment is terminated for just cause, each Option held by the Participant as of the date of the Event of Termination, whether or not then exercisable, shall forthwith and automatically be cancelled and may not be exercised by the Participant.

(d) For the purposes of this Plan and all matters relating to the Options, the date of the occurrence of the Event of Termination:

- (i) shall be the Notification Date and otherwise shall be such date as is determined by the Company or Affiliate, as applicable, in its sole discretion; and
- (ii) specifically does not mean the last date of employment, engagement or service with the Company or Affiliate of the Company, and specifically does not mean the date one which any period of notice, which the Company or Affiliate of the Company may be required to provide to (or that may be claimed by) that Participant, expires. For greater certainty, the date of the Event of Termination shall be determined without regard to notice of termination, severance or termination pay, compensation or indemnity in lieu of notice, wrongful or constructive dismissal damages, damages for the failure to provide reasonable notice, period of salary continuation or of deemed employment or of deemed service, or any claim whatsoever by the Participant to any of the foregoing (whether express or implied and whether arising under contract or statute or arising at civil law or common law or otherwise at law in any manner).

**5.11 Record Keeping:** The Company shall maintain an Option register in which shall be recorded:

(a) the name and address of each holder of Options;

- (b) the number of Common Shares subject to Options granted to each holder of Options;
- (c) the term of the Option and exercise price, including adjustments for each Option granted; and
- (d) any other information which the Company considers appropriate to record in such register.

## **6. GENERAL**

**6.1 Effective Date of Plan:** The Plan shall be effective as of the Effective Date.

**6.2 Change of Control:** If there is a Change of Control transaction then, notwithstanding any other provision of this Plan except subsection 4.3(d) which will continue to apply in all circumstances, the Administrators may, in their sole discretion, determine that any or all unvested Restricted Share Units and any or all Options (whether or not currently exercisable) shall vest or become exercisable, as applicable, at such time and in such manner as may be determined by the Administrators in their sole discretion such that Participants under the Plan shall be able to participate in the Change of Control transaction, including, at the election of the holder thereof, by surrendering such Restricted Share Units and Options to the Company or a third party or exchanging such Restricted Share Units or Options, for consideration in the form of cash and/or securities, to be determined by the Administrators in their sole discretion. Notwithstanding the foregoing, with respect to Options of U.S. Participants, any exchange, substitution or amendment of such Options will occur only to the extent and in a manner that will not result in the imposition of taxes under Section 409A of the Code, and with respect to Restricted Share Units of U.S. Participants, any surrender or other modification of Restricted Share Units will occur only to the extent such surrender or other modification will not result in the imposition of taxes under Section 409A of the Code.

**6.3 Reorganization Adjustments:**

(a) In the event of any declaration by the Company of any stock dividend payable in securities (other than a dividend which may be paid in cash or in securities at the option of the holder of Common Shares), or any subdivision or consolidation of Common Shares, reclassification or conversion of Common Shares, or any combination or exchange of securities, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off involving the Company, distribution (other than normal course cash dividends) of company assets to holders of Common Shares, or any other corporate transaction or event involving the Company or the Common Shares, the Administrators, in the Administrators' sole discretion, may, subject to Exchange approval as necessary, any relevant resolutions of the Board, and without liability to any person, make such changes or adjustments, if any, as the Administrators consider fair or equitable, in such manner as the Administrators may determine, to reflect such change or event including, without limitation, adjusting the number of Options and Restricted Share Units outstanding under this Plan, the type and number of securities or other property to be received upon exercise or redemption thereof, and the exercise price of Options outstanding under this Plan, provided that the value of any Option or Restricted Share Unit immediately after such an adjustment, as determined by the Administrators, shall not exceed the value of such Option or Restricted Share Unit prior thereto, as determined by the Administrators.

(b) Notwithstanding the foregoing, with respect to Options and Restricted Share Units of U.S. Participants, such changes or adjustments will be made in a manner so as to not result in the

imposition of taxes under Section 409A of the Code and will comply with the requirements in subsection 4.3(d).

(c) The Company shall give notice to each Participant in the manner determined, specified or approved by the Administrators of any change or adjustment made pursuant to this section and, upon such notice, such adjustment shall be conclusive and binding for all purposes.

(d) The Administrators may from time to time adopt rules, regulations, policies, guidelines or conditions with respect to the exercise of the power or authority to make changes or adjustments pursuant to section 6.2 or section 6.3(a). The Administrators, in making any determination with respect to changes or adjustments pursuant to section 6.2 or section 6.3(a) shall be entitled to impose such conditions as the Administrators consider or determine necessary in the circumstances, including conditions with respect to satisfaction or payment of all applicable taxes (including, but not limited to, withholding taxes).

#### 6.4 **Amendment or Termination of Plan:**

The Board may amend this Plan or any Restricted Share Unit or any Option at any time without the consent of Participants provided that such amendment shall:

- (a) not adversely alter or impair any Restricted Share Unit previously awarded or any Option previously granted except as permitted by the provisions of section 6.3 hereof, and, with respect to Restricted Share Units and Options of U.S. Participants, such amendment will not result in the imposition of taxes under Section 409A;
- (b) be subject to any regulatory approvals including, where required, the approval of the Exchange; and
- (c) be subject to shareholder approval, where required by the requirements of the Exchange, provided that shareholder approval shall not be required for the following amendments:
  - (i) amendments of a "housekeeping nature", including any amendment to the Plan or a Restricted Share Unit or Option that is necessary to comply with applicable laws, tax or accounting provisions or the requirements of any regulatory authority or stock exchange and any amendment to the Plan or a Restricted Share Unit or Option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
  - (ii) amendments that are necessary or desirable for Restricted Share Units or Options to qualify for favourable treatment under any applicable tax law;
  - (iii) a change to the vesting provisions of any Restricted Share Unit or any Option (including any alteration, extension or acceleration thereof);
  - (iv) a change to the termination provisions of any Option or Restricted Share Units (for example, relating to termination of employment, resignation, retirement or death) that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of section 5.4);

- (v) the introduction of features to the Plan that would permit the Company to, instead of issuing Common Shares from treasury upon the vesting of the Restricted Share Units, retain a broker and make payments for the benefit of Participants to such broker who would purchase Common Shares in the open market for such Participants;
  - (vi) the amendment of this Plan as it relates to making lump sum payments to Participants upon the vesting of the Restricted Share Units;
  - (vii) the amendment of the cashless exercise or net exercise features set out in this Plan; and
  - (viii) change the application of section 6.3 hereof (Reorganization Adjustments) and section 6.2 (Change of Control), and
- (d) be subject to disinterested shareholder approval in the event of any reduction in the exercise price or the extension of the term of any Option granted under the Plan to an Insider Participant.

For greater certainty, shareholder approval shall be required in circumstances where an amendment to the Plan would:

- (a) change from a fixed maximum percentage of issued and outstanding Common Shares to a fixed maximum number of Common Shares;
- (b) increase the limits in section 2.2;
- (c) reduce the exercise price of any Option (including any cancellation of an Option for the purpose of reissuance of a new Option at a lower exercise price to the same person);
- (d) extend the term of any Option beyond the original term (except if such period is being extended by virtue of section 5.4 hereof); or
- (e) amend this section 6.4.

6.5 **Termination:** The Administrators may terminate this Plan at any time in their absolute discretion. If the Plan is so terminated, no further Restricted Share Units shall be awarded and no further Options shall be granted, but the Restricted Shares Units then outstanding and credited to Participants' Accounts and the Options then outstanding shall continue in full force and effect in accordance with the provisions of this Plan. Any termination of this Plan shall occur in a manner that will not result in the imposition of taxes on a U.S. Participant under Section 409A.

6.6 **Transferability:** A Participant shall not be entitled to transfer, assign, charge, pledge or hypothecate, or otherwise alienate, whether by operation of law or otherwise, the Participant's Restricted Share Units or Options or any rights the Participant has under the Plan.

6.7 **Rights as a Shareholder:** Under no circumstances, including any adjustments made pursuant to section 6.3, shall the Restricted Share Units or Options be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of

Common Shares (including, but not limited to, the right to dividend equivalent payments or rights on liquidation).

**6.8 No Effect on Employment or Service, Rights or Benefits:**

(a) The terms of employment or service of a Participant with the Company or Affiliate of the Company shall not be affected by participation in the Plan. In the case of a conflict between such terms of employment or service versus this Plan, the Plan shall prevail.

(b) Nothing contained in the Plan shall confer or be deemed to confer upon any Participant the right to continue as a director, officer, employee or Consultant nor interfere or be deemed to interfere in any way with any right of the Company, the Board or the shareholders of the Company to remove any Participant from the Board or of the Company or any Subsidiary to terminate any Participant's employment or agreement with a Consultant at any time for any reason whatsoever.

(c) Under no circumstances shall any person who is or has at any time been a Participant be able to claim from the Company or any Subsidiary any sum or other benefit, or any damages in lieu of such sum or benefit, to compensate for the loss of any rights or benefits under or in connection with this Plan or by reason of participation in this Plan.

(d) Awards granted under this Plan are not part of a Participant's regular employment or consulting compensation with the Company or an Affiliate of the Company, and are instead highly discretionary and are governed by the terms and conditions denoted herein.

(e) No value will be attributed to any Award, or any potential grant of an Award, as part of any calculation of a Participant's notice of termination, severance or termination pay, compensation or indemnity in lieu of notice, wrongful or constructive dismissal damages, damages for failure to provide reasonable notice, or any claim whatsoever by the Participant to any of the foregoing (whether express or implied and whether arising under contract or statute or otherwise at law in any manner).

(f) Unless determined otherwise by the Administrators in their discretion, a Participant immediately ceases to be eligible to receive further grants of Awards under this Plan effective as of the date of the occurrence of the Event of Termination (whether or not that termination is lawful and whether or not it occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation or damages in lieu of that notice).

**6.9 Market Value of Common Shares:** The Company makes no representation or warranty as to the future market value of any Common Shares. No Participant shall be entitled, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted to or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the market value of the shares of the Company or a corporation related thereto.

**6.10 Compliance with Applicable Law:**

(a) If any provision of the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith. Notwithstanding the foregoing, the Company shall have no obligation to register any securities provided for in this Plan under the 1933 Act.

(b) The award of Restricted Share Units, the grant of Options and the issuance of Common Shares under this Plan shall be carried out in compliance with applicable statutes and with the regulations of governmental authorities and the Exchange. If the Administrators determine in their discretion that, in order to comply with any such statutes or regulations, certain action is necessary or desirable as a condition of or in connection with the award of a Restricted Share Unit, the grant of an Option or the issue of a Common Share upon the vesting of a Restricted Share Unit or exercise of an Option, as applicable, that Restricted Share Unit may not vest in whole or in part and that Option may not be exercised in whole or in part, as applicable, unless that action shall have been completed in a manner satisfactory to the Administrators. In addition, unless the Restricted Share Units, the Options and the Common Shares issuable pursuant to the Restricted Share Units and Options, as applicable, have been registered under the 1933 Act and any applicable U.S. state securities laws, all rights of a Participant under this Plan shall be subject to and conditioned upon the availability of exemptions or exclusions from the registration requirements of the 1933 Act and any applicable U.S. state securities, as determined by the Company in its sole discretion. Any Restricted Share Units or Options granted or issued to a person in the United States or a U.S. Person, as well as the issue of Common Shares pursuant thereto, will result in any certificate representing such securities bearing a United States restrictive legend restricting transfer of such securities under United States federal and state securities laws.

(c) If the Common Shares are listed on the TSX Venture Exchange and the award of Restricted Share Units or grant of Options and the issuance of Common Shares under this Plan is made to a director, officer, promoter or other insider of the Company, and unless the respective award, grant or issuance or is qualified by prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then the Restricted Share Unit Agreement or Option Agreement will bear an Exchange Hold Period (as defined in TSX Venture Exchange Policy 1.1), and the following legend will be inserted onto the first page of the Restricted Share Unit Agreement or Option Agreement:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL \_\_\_\_\_, 20\_\_\_\_ [i.e., four months and one day after the date of grant].

6.11 **Governing Law:** This Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and with respect to U.S. Participants, the Code.

6.12 **Subject to Approval:** The Plan is adopted subject to the approval of the Exchange and any other required regulatory approval. To the extent a provision of the Plan requires regulatory approval which is not received, such provision shall be severed from the remainder of the Plan until the approval is received and the remainder of the Plan shall remain in effect.

6.13 **Special Terms and Conditions Applicable to U.S. Participants:**

(a) Options issued to U.S. Participants are intended to be exempt from Section 409A of the Code pursuant to Treas. Reg. Section 1.409A-1(b)(5)(i)(A) and the Plan and such Options will be construed and administered accordingly. Options may be issued to U.S. Participants under the

Plan only if the shares with respect to the Options qualify as “service recipient stock” as defined in Treas. Reg. Section 1.409A-1(b)(5)(E)(iii). Restricted Share Units awarded to U.S. Participants are intended to be exempt from or compliant with Section 409A of the Code and such Restricted Share Units will be construed and administered accordingly. Any waiver or acceleration of vesting under the Plan or any Restricted Share Unit Agreement for a U.S. Participant may occur only to the extent that such acceleration or waiver will not result in the imposition of taxes under Section 409A of the Code. Any payments made under this Plan or any Restricted Share Unit Agreement to a U.S. Participant as a result of a termination of employment that are deemed to be subject to Section 409A of the Code shall occur only if such termination constitutes a “separation from service” as defined in Treas. Reg. 1.409A-1(h). Additionally, any payments resulting from a separation from service made to a U.S. Participant who is a “specified employee” as defined in Treas. Reg. 1.409A-1(i) shall be subject to the six month delay in payments required by Treas. Reg. 1.409A-1(3)(v) if such payments are deemed to be subject to Section 409A of the Code. Although the Company intends Options and Restricted Share Units granted to U.S. Participants to be exempt from or compliant with Section 409A, the Company makes no representation or guaranty as to the tax treatment of such Options and Restricted Share Units. Each U.S. Participant (and any beneficiary or the estate of the Participant, as applicable) is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Participant in connection with this Plan. Neither the Company nor any affiliate, nor any employee or director of the Company or an affiliate, shall have any obligation to indemnify or otherwise hold such U.S. Participant, beneficiary or estate harmless from any or all such taxes or penalties.

- (b) Unless the Common Shares issuable under Restricted Share Units or Options have been registered under the 1933 Act and any applicable state securities laws, neither Restricted Share Units or Options may be granted to persons in the United States, and Common Shares issued pursuant Restricted Share Units and Options may not be issued to persons in the United States, unless an exemption from the registration requirements of the 1933 Act and applicable state securities laws are available, to the satisfaction of the Company. Any Restricted Share Units, Options or Common Shares issued in reliance upon any such exemption will be deemed “restricted securities” as defined in Rule 144 of the 1933 Act the certificates representing such securities will bear restrictive legends under the 1933 Act. Restricted securities may be resold only in compliance with an available exemption from the registration requirements under the 1933 Act, and in accordance with applicable state securities laws, and prior to such sale the holder will provide the Company an opinion of counsel or other evidence of exemption, reasonably satisfactory to the Company. Unless the Company has determined to register the Common Shares issuable under the Restricted Share Units or Options under the 1933 Act and any applicable state securities laws, the Company will have no obligation to issue any Common Shares pursuant to a Restricted Share Unit or Option if the Company determines that such Common Shares may not be issued without registration or qualification under the 1933 Act or any state securities laws.

6.14 **Special Terms and Conditions Applicable to Participants in California:** Participants in California should also refer to Appendix A to the Plan.

**ADOPTED** the 9<sup>th</sup> day of May, 2022.

## EXHIBIT A

THE RESTRICTED SHARE UNITS AND THE UNDERLYING COMMON SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR ANY U.S. STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS ARE AVAILABLE. THE TERMS "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED IN REGULATIONS UNDER THE 1933 ACT.

[Insert if required: WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL \_\_\_\_\_, 20\_\_\_\_ [FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT].

### RESTRICTED SHARE UNIT AGREEMENT

Notice is hereby given that, effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Restricted Share Grant Date") West Vault Mining Inc. (the "Company") has granted to \_\_\_\_\_ (the "Participant"), \_\_\_\_\_ Restricted Share Units pursuant to the Company's Share Compensation Plan (the "Plan"), a copy of which has been provided to the Participant.

Restricted Share Units are subject to the following terms:

- (a) Pursuant to the Plan and as compensation to the Participant, the Company hereby grants to the Participant, as of the Restricted Share Grant Date, the number of Restricted Share Units set forth above.
- (b) The granting and vesting of the Restricted Share Units and the payment by the Company of any payout in respect of any Vested Restricted Share Units (as defined below) are subject to the terms and conditions of the Plan, all of which are incorporated into and form an integral part of this Restricted Share Unit Agreement.
- (c) Provided the Participant remains in continuous service with the Company or an Affiliate through the applicable Vesting Date below, the Restricted Share Units shall become vested restricted share units (the "Vested Restricted Share Units") in accordance with the following schedule:
  - (i) ● on the 6 month anniversary of the Restricted Share Grant Date;
  - (ii) ● on the 12 month anniversary of the Restricted Share Grant Date;
  - (iii) ● on the 18 month anniversary of the Restricted Share Grant Date; and
  - (iv) ● on the 24 month anniversary of the Restricted Share Grant Date (each a "Vesting Date").

(d) As soon as reasonably practicable and no later than 90 days following the Vesting Date (provided that for U.S. Participants settlement will occur in all cases by March 15th of the year following the calendar year in which the Vesting Date occurs and the U.S. Participant shall have no ability to influence the calendar year in which settlement occurs), or, if the Participant is not a U.S. Participant (as defined in the Plan), such later date mutually agreed to by the Company and the Participant, the Participant shall be entitled to receive, and the Company shall issue or provide, a payout with respect to those Vested Restricted Share Units in the Participant's Account to which the Vesting Date relates (each a "**Payout Date**"):

- (i) a lump sum payment in cash equal to the number of vested Restricted Share Units recorded in the Participant's Account multiplied by the Fair Market Value of a Common Share on the Payout Date;
- (ii) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's Restricted Share Units in the Participant's Account, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Company as the holder of the appropriate number of Common Shares; or
- (iii) any combination of the foregoing.

subject to any applicable Withholding Obligations.

(e) The Participant acknowledges that:

- (i) the Participant has received and reviewed a copy of the Plan; and
- (ii) the Restricted Share Units have been granted to the Participant under the Plan and are subject to all of the terms and conditions of the Plan to the same effect as if all of such terms and conditions were set forth in this Restricted Share Unit Agreement, including with respect to termination and forfeiture as set out in Section 4.7 of the Plan.

Notwithstanding anything to the contrary in this Restricted Share Unit Agreement all vesting and issuances or payments, as applicable, in respect of a Restricted Share Unit evidenced hereby shall be completed no later than December 15 of the third calendar year commencing after the Restricted Share Grant Date;

The grant of the Restricted Share Units evidenced hereby is made subject to the terms and conditions of the Plan. The Participant agrees that the Participant may suffer tax consequences as a result of the grant of these Restricted Share Units and the vesting of the Restricted Share Units. The Participant acknowledges that the Participant is not relying on the Company for any tax advice and has had an adequate opportunity to obtain advice of independent tax counsel.

The Participant represents and warrants to the Company that (i) under the terms and conditions of the Plan the Participant is a bona fide Eligible Person (as defined in the Plan) entitled to receive Restricted Share Units, and (ii) either (A) the Participant is not in the United States or a U.S. Person, nor is the Participant acquiring the Restricted Share Units for the benefit of a person in the United States or a U.S. Person, or (B) an exemption from the registration requirements of the

1933 Act and all applicable state securities laws is available and the Participant has provided evidence satisfactory to the Company to such effect. The Company may condition awards and elections under the Plan upon receiving from the undersigned such representations and warranties and such evidence of registration or exemption under the 1933 Act and all applicable U.S. state securities laws as is satisfactory to the Company, acting in its sole discretion.

This Restricted Share Unit Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument. Execution and delivery of this Restricted Share Unit Agreement by facsimile, e-mail or other functionally equivalent electronic means of execution and transmission constitutes valid and effective execution

In the event of any inconsistency between the terms of this Restricted Share Unit Agreement and the Plan, the terms of the Plan shall prevail unless otherwise determined in the Plan.

**WEST VAULT MINING INC.**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

**Participant Acknowledgement, Representation and Waiver**

Please insert your initials beside each of the statements in the Acknowledgement, Representation and Waiver below to confirm that you understand and agree, and then confirm your acceptance of the Agreement on the signature page that follows.

<i>Insert your initials here</i>	<b><u>Acknowledgement, Representation and Waiver</u></b>
	I understand that the Company is relying on my acknowledgement, representation and waiver in granting the Restricted Share Units to me.
	It is my express wish that this document and all related documents be drawn up in English. <i>À ma demande, le présent document ainsi que les documents qui s’y rattachent ont été rédigés en anglais.</i>
	I acknowledge that I have been provided with a copy of the Plan.
	Before accepting this grant, I have had the opportunity to receive independent legal advice from my own counsel with respect to the terms of the Plan and this Restricted Share Unit Agreement.
	I understand that this grant is governed by the Plan and this Restricted Share Unit Agreement.  I acknowledge that I have reviewed these documents fully and I understand them.  I agree to all of the terms and conditions set out in the Plan and this Restricted Share Unit Agreement.
	I have not been induced to enter into this Restricted Share Unit Agreement or acquire any Restricted Share Units by expectation of employment or continued employment with the Company or any Affiliate of the Company.
	I represent that the provisions that impose <b><i>limitations and forfeiture consequences</i></b> if my employment or service ceases for any reason, and particularly, each of: <ul style="list-style-type: none"><li>• <b>Plan Section 1.1 – definition of “Event of Termination”</b></li><li>• <b>Plan Section 1.1 – definition of “Notification Date”</b></li><li>• <b>Plan Section 4.7 (Rights upon an Event of Termination)</b></li><li>• <b>Plan Section 6.8 (No Effect on Employment or Service, Rights or Benefits)</b></li></ul>

<i>Insert your initials here</i>	<b><u>Acknowledgement, Representation and Waiver</u></b>
	have been adequately brought to my attention, and I have reviewed and understood them.
	<b><i>Accordingly, I waive irrevocably any right I may have to assert that the terms of the Plan and this Restricted Share Unit Agreement should not be binding on me because they were not brought to my attention, were not read by me, or were not understood by me, <u>even if</u>, before accepting this grant and despite my representation to the contrary, I did not in fact fully read and understand those documents.</i></b>

IN WITNESS WHEREOF the Participant has executed this Restricted Share Unit Agreement as of [Date].

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

## EXHIBIT B

THE OPTIONS AND THE OPTIONED SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR ANY U.S. STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS ARE AVAILABLE. THE TERMS "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED IN REGULATIONS UNDER THE 1933 ACT.

[Insert if required: WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL \_\_\_\_\_, 20\_\_\_\_ [FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT].

### OPTION AGREEMENT

Notice is hereby given that, effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") West Vault Mining Inc. (the "Company") has granted to \_\_\_\_\_ (the "Participant"), Options to acquire \_\_\_\_\_ Common Shares (the "Optioned Shares") up to 4:30 p.m. Pacific Time on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Option Expiry Date") at an exercise price of Cdn\$\_\_\_\_\_ per Optioned Share pursuant to the Company's Share Compensation Plan (the "Plan"), a copy of which is attached hereto.

Optioned Shares may be acquired as follows:

- (f) [insert vesting provisions, if applicable]; and
- (g) [insert hold period when required].

The grant of the Options evidenced hereby and the Option Expiry Date thereof, is made subject to the terms and conditions of the Plan. The Participant agrees that the Participant may suffer tax consequences as a result of the grant of these Options, the exercise of the Options and the disposition of Optioned Shares. The Participant acknowledges that the Participant is not relying on the Company for any tax advice and has had an adequate opportunity to obtain advice of independent tax counsel.

The Participant represents and warrants that (i) under the terms and conditions of the Plan the Participant is a bona fide Eligible Person (as defined in the Plan) entitled to receive Options, and (ii) either (A) the Participant is not in the United States or a U.S. Person, nor is the Participant acquiring the Options or any Optioned Shares for the benefit of a person in the United States or a U.S. Person, or (B) an exemption from the registration requirements of the 1933 Act and all applicable state securities laws is available and the Participant has provided evidence satisfactory to the Company to such effect. The Participant understands that the Options may not be exercised in the United States or by or on behalf of a U.S. Person unless the Options and the Option Shares have been registered under the 1933 Act or are exempt from registration thereunder. The Company may condition the exercise of the Options upon

receiving from the Participant such representations and warranties and such evidence of registration or exemption under the 1933 Act and all applicable state securities laws as is satisfactory to the Company, acting in its sole discretion.

This Option Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument. Execution and delivery of this Option Agreement by facsimile, e-mail or other functionally equivalent electronic means of execution and transmission constitutes valid and effective execution and delivery.

In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of the Plan shall prevail.

**WEST VAULT MINING INC.**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

**Participant Acknowledgement, Representation and Waiver**

Please insert your initials beside each of the statements in the Acknowledgement, Representation and Waiver below to confirm that you understand and agree, and then confirm your acceptance of the Agreement on the signature page that follows.

<i>Insert your initials here</i>	<b><u>Acknowledgement, Representation and Waiver</u></b>
	I understand that the Company is relying on my acknowledgement, representation and waiver in granting the Option to me.
	It is my express wish that this document and all related documents be drawn up in English. <i>À ma demande, le présent document ainsi que les documents qui s’y rattachent ont été rédigés en anglais.</i>
	I acknowledge that I have been provided with a copy of the Plan.
	Before accepting this grant, I have had the opportunity to receive independent legal advice from my own counsel with respect to the terms of the Plan and this Option Agreement.
	I understand that this grant is governed by the Plan and this Option Agreement.  I acknowledge that I have reviewed these documents fully and I understand them.  I agree to all of the terms and conditions set out in the Plan and this Option Agreement.
	I have not been induced to enter into this Option Agreement or acquire any Option by expectation of employment or continued employment with the Company or any Affiliate of the Company.
	I represent that the provisions that impose <b><i>limitations and forfeiture consequences</i></b> if my employment or service ceases for any reason, and particularly, each of: <ul style="list-style-type: none"> <li>• <b>Plan Section 1.1 – definition of “Event of Termination”</b></li> <li>• <b>Plan Section 1.1 – definition of “Notification Date”</b></li> <li>• <b>Plan Section 5.10 (Rights upon an Event of Termination)</b></li> <li>• <b>Plan Section 6.8 (No Effect on Employment or Service, Rights or Benefits)</b></li> </ul> have been adequately brought to my attention, and I have reviewed and understood them.
	<b><i>Accordingly, I waive irrevocably any right I may have to assert that the terms of the Plan and this Option Agreement should not be binding on me because they were not brought to my attention, were not read by me, or were not understood by me, even if, before</i></b>

<i>Insert your initials here</i>	<b><u>Acknowledgement, Representation and Waiver</u></b>
	<b><i>accepting this grant and despite my representation to the contrary, I did not in fact fully read and understand those documents.</i></b>

IN WITNESS WHEREOF the Participant has executed this Option Agreement as of [Date].

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

EXHIBIT C

NOTICE OF OPTION EXERCISE

TO: **WEST VAULT MINING INC.** (the "Company")

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

The undersigned hereby irrevocably gives notice, pursuant to the Company's Share Compensation Plan (the "**Plan**"), of the exercise of the Options to acquire and hereby subscribes for:

[check one]

- (a) all of the Optioned Shares; or
- (b) \_\_\_\_\_ of the Optioned Shares,

which are the subject of the Option Agreement attached hereto.

Calculation of total Exercise Price:

- (i) number of Optioned Shares to be acquired on \_\_\_\_\_ Optioned Shares exercise
- (ii) multiplied by the Exercise Price per Optioned Share: \$ \_\_\_\_\_

TOTAL EXERCISE PRICE, enclosed herewith (unless this is a cashless exercise or net exercise): \$ \_\_\_\_\_

- A.  The undersigned (i) at the time of exercise of these Options is not in the "United States" or a "U.S. Person" (as such terms are defined in Regulation S under the United States Securities Act of 1933, as amended (the "**1933 Act**") and is not exercising these Options on behalf of a person in the United States or U.S. Person and (ii) did not execute or deliver this Notice of Option Exercise in the United States.
- B.  The undersigned has delivered an opinion of counsel of recognized standing or other evidence in form and substance satisfactory to the Company to the effect that an exemption from the registration requirements of the 1933 Act, and applicable state securities laws is available for the issuance of the Optioned Shares.

Note: The undersigned understands that unless Box A is checked, the certificates representing the Optioned Shares will bear a legend restricting transfer without registration under the 1933 Act and applicable state securities laws unless an exemption from registration is available.

Note: Certificates representing Optioned Shares will not be registered or delivered to an address in the United States unless Box B above is checked.

Note: If Box B is checked, any opinion or other evidence tendered must be in form and substance satisfactory to the Company. Holders planning to deliver an opinion of counsel or other evidence in connection with the exercise of Options should contact the Company in advance to determine whether any opinions to be tendered or other evidence will be acceptable to the Company.

I hereby:

(a) unless this is a cashless exercise or net exercise, enclose a cheque payable to "West Vault Mining Inc." for the aggregate Exercise Price plus the amount of the estimated Withholding Obligations and agree that I will reimburse the Company for any amount by which the actual Withholding Obligations exceed the estimated Withholding Obligations; or

(b) advise the Company that I am exercising the above Options on a cashless exercise basis, in compliance with the procedures established from time to time by the Administrators for cashless exercises of Options under the Plan. I will consult with the Company to determine what additional documentation, if any, is required in connection with my cashless exercise of the above Options. I agree to comply with the procedures established by the Company for cashless exercises and all terms and conditions of the Plan. I acknowledge I may not check this box unless Box A is checked on the first page above. Please prepare the Optioned Shares certificates, if any, issuable in connection with this exercise in the following name(s):

\_\_\_\_\_  
\_\_\_\_\_

(c) advise the Company that I am exercising the above Options on a net exercise basis (subject to approval by the Administrators), in compliance with the procedures established from time to time by the Administrators for net exercises of Options under the Plan. I will consult with the Company to determine what additional documentation, if any, is required in connection with my net exercise of the above Options. I agree to comply with the procedures established by the Company for net exercises and all terms and conditions of the Plan. Please prepare the Optioned Shares certificates, if any, issuable in connection with this exercise in the following name(s):

\_\_\_\_\_  
\_\_\_\_\_

This Notice may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument. Execution and delivery of this Notice by facsimile, e-mail or other functionally equivalent electronic means of execution and transmission constitutes valid and effective execution and delivery.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

Letter and consideration/direction received on \_\_\_\_\_, 20 \_\_\_\_.

**WEST VAULT MINING INC.**

By: \_\_\_\_\_  
[Name]  
[Title]

**APPENDIX A  
TO THE SHARE COMPENSATION PLAN**

**For California Residents Only**

This Appendix to the Share Compensation Plan (the “**Plan**”) for West Vault Mining Inc. (the “**Company**”) shall have application only to Participants who are residents of the State of California. Capitalized terms contained herein shall have the same meanings given to them in the Plan, unless otherwise provided in this Appendix. **Notwithstanding any provision contained in the Plan to the contrary and to the extent required by applicable law, the following terms and conditions shall apply to all Awards granted to residents of the State of California, until such time as the Common Shares may become listed on a U.S. national securities exchange:**

1. Restricted Share Units and Options (collectively, the “**Awards**”) shall have a term of not more than ten years from the date the Awards are granted.
2. The number of Common Shares issuable pursuant to an Award and the purchase price thereof shall be proportionately adjusted in the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Common Shares without the receipt of consideration by the Company, of or on the Common Shares.
3. Unless employment is terminated for cause, the right to exercise an Option in the event of termination of employment, to the extent that the Participant is otherwise entitled to exercise an Option on the date employment terminates, shall continue until the earlier of the Award expiration date or:
  - a. at least six months from the date of termination of employment if termination was caused by death or disability; and
  - b. at least 30 days from the date of termination if termination of employment was caused by other than death or disability.
4. Prior to a Participant’s death, an Award may not be transferred except to a revocable trust or as permitted by Rule 701 under the 1933 Act
5. No Award may be granted to a resident of California more than ten years after the earlier of the date of adoption of the Plan and the date the Plan is approved by the Company’s shareholders (“**Shareholders**”).
6. No Award will be granted unless either (i) within 12 months after the date this Plan is adopted, this Plan is approved by a majority of the outstanding securities of the Company entitled to vote or (ii) on the date of grant, the Company is a “foreign private issuer” as defined under the 1933 Act, and after giving effect to the grant, not more than 35 persons in California will have been granted options or been issued securities of the Company under this Plan and all other option, purchase and bonus plans and agreements