



## MANAGEMENT INFORMATION CIRCULAR

For the Annual and Special Meeting of Shareholders

To be held at 10:00 a.m. on February 28, 2025

Date: January 20, 2025

## MANAGEMENT INFORMATION CIRCULAR GENERAL PROXY INFORMATION

**THIS MANAGEMENT INFORMATION CIRCULAR IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY THE MANAGEMENT OF MINERA ALAMOS INC. (THE “COMPANY”) OF PROXIES TO BE USED AT THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF THE COMPANY TO BE HELD ON FEBRUARY 28, 2025 AT 55 YORK STREET, SUITE 402, TORONTO, ONTARIO, M5J 1R7, AT 10:00 A.M. (EST), AND AT ANY ADJOURNMENT OR POSTPONEMENT THEREOF (THE “MEETING”) FOR THE PURPOSES SET OUT HEREIN AND IN THE NOTICE OF MEETING.**

The Company has elected to utilize the notice-and-access system under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Ongoing Requirements for Issuers and Insiders* of the Canadian Securities Administrators (the “**Notice and Access System**”) for delivery of the management proxy circular (the “**Management Information Circular**”) to each of the shareholders of the Company whose proxy is solicited for the Meeting. Notwithstanding the use of the Notice and Access System, the Company has delivered paper copies of the notice of meeting (including in which the notice regarding the Company’s election to use the Notice and Access System which directs the Shareholders (as defined herein) to the website on which this Management Information Circular is posted) (the “**Notice**”) and a form of proxy (the “**Proxy**”) to its shareholders eligible to attend the Meeting. Detailed information relating to the Notice and Access System is contained below under the heading “Notice and Access” and Shareholders are encouraged to read the information contained therein for an explanation of their rights.

In this Management Information Circular, “**Common Shares**” means common shares of the Company. “**Shareholder**” means Registered Shareholders and Non-Registered Shareholders. “**Registered Shareholders**” means shareholders of the Company who hold Common Shares in their own names and whose names appear on the register of the Company as the registered holders of Common Shares. “**Non-Registered Shareholders**” means shareholders of the Company who do not hold Common Shares in their own names.

### SOLICITATION OF PROXIES

This Management Information Circular is furnished in connection with the solicitation of proxies by the management of the Company for use at the Meeting. It is expected that the solicitation will be primarily by mail but proxies may also be solicited personally or by telephone by the directors, officers and employees of the Company who will not receive any additional compensation for such services. The cost of solicitation by management will be borne by the Company.

### APPOINTMENT AND REVOCATION OF PROXIES

The persons named as proxy-holder in the accompanying form of proxy, are officers or directors of the Company. **A REGISTERED SHAREHOLDER DESIRING TO APPOINT SOME OTHER PERSON TO REPRESENT HIM OR HER AT THE MEETING MAY DO SO** either by inserting such person’s name in the blank space provided in the Proxy or by completing another proper form of proxy and, in either case, delivering the completed Proxy to the Company’s transfer agent, TSX Trust Company (“**TSX Trust**”), PO Box 721, Agincourt, ON, M1S 0A1, by fax (416-595-9593) or by email at proxyvote@tmx.com not later than 10:00a.m. (EST) on February 26, 2025, being 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) preceding the date of the Meeting

or any adjournment or postponement thereof, or delivered to the chairman on the day of the Meeting or any adjournment or postponement thereof. A Proxy must be signed in writing or, subject to the means of electronic signature permitting a reliable determination that the document was created or communicated by or on behalf of the Registered Shareholder or the attorney, as the case may be, by electronic signature by the Registered Shareholder or an attorney who is authorized by a document that is signed in writing or by electronic signature or, if the Registered Shareholder is a body corporate, by an officer or attorney of the body corporate duly authorized.

**Each Registered Shareholder is entitled to appoint a person to represent such shareholder at the Meeting, who need not be one of the persons named in the Proxy.**

**A Proxy given pursuant to this solicitation may be revoked by instrument in writing, including another proxy bearing a later date, executed by the Registered Shareholder or by his or her attorney authorized in writing, and deposited either at the offices of TSX Trust or the principal office of the Company at 55 York Street, Suite 402, Toronto, Ontario, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement thereof, at which the Proxy is to be used, or with the chairman of the Meeting on the day of the Meeting, or adjournment or postponement thereof, or in any other manner permitted by law.**

A Registered Shareholder attending the Meeting has the right to vote in person and if he or she does so, his or her proxy is nullified with respect to the matters such person votes upon and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment or postponement thereof.

#### **EXERCISE OF DISCRETION BY PROXIES**

The persons named in the Proxy will vote or withhold from voting the Common Shares represented by such Proxy in accordance with instructions of the Registered Shareholder on any ballot that may be called for. If the Registered Shareholder specifies a choice on the Proxy with respect to any matter that may be acted upon, the Common Shares represented by such Proxy will be voted in accordance with the choice so specified. **WHERE NO CHOICE IS SPECIFIED, THE PROXY WILL CONFER DISCRETIONARY AUTHORITY AND WILL BE VOTED FOR THE ITEMS SET OUT IN THE NOTICE CALLING THE MEETING AND AS STATED ELSEWHERE IN THIS MANAGEMENT INFORMATION CIRCULAR.**

The Proxy also confers discretionary authority upon the persons named therein with respect to any amendments or variations to the matter identified in the notice of meeting, and with respect to other matters which may properly come before the Meeting in such manner as such nominee in his or her judgment may determine. **HOWEVER, IF OTHER MATTERS WHICH ARE NOT PRESENTLY KNOWN TO MANAGEMENT OF THE COMPANY SHOULD PROPERLY COME BEFORE THE MEETING, THE PERSONS NAMED IN THE PROXY WILL VOTE THE COMMON SHARES REPRESENTED BY THE PROXY ON SUCH MATTERS IN ACCORDANCE WITH THE BEST JUDGEMENT OF THE PERSONS NAMED IN THE PROXY.** As of the date of this Management Information Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting other than the matters referred to herein.

#### **VOTING BY NON-REGISTERED SHAREHOLDERS**

Only Registered Shareholders of the Company or persons appointed as proxyholders are permitted to vote at the Meeting if a ballot is conducted. However, in many cases, Common Shares of the Company beneficially owned by a Non-Registered Shareholder are registered either: (i) in the name of an intermediary (an “**Intermediary**”) with whom the Non-Registered Shareholder deals in respect of Common Shares

(Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as CDS Inc.) of which the Intermediary is a participant. The Company is not required to, and does not intend to, deliver the meeting materials directly to its Non-Registered Shareholders. In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company has distributed copies of the Notice, the Proxy and the voting instructions form (as defined below; together with Notice and Proxy, the “**meeting materials**”) to the clearing agencies and Intermediaries for onward distribution to Non-Registered Shareholders. Intermediaries are required to forward the meeting materials to Non-Registered Shareholders. Notwithstanding the foregoing, the Company is not required to, and does not intend to, pay for an Intermediary to deliver meeting materials to Non-Registered Shareholders who objected to their Intermediary disclosing their ownership information (“**Objecting Beneficial Shareholders**”). As a result, the Objecting Beneficial Shareholders of the Company will not receive the meeting materials unless their Intermediary assumes the cost of delivery.

Non-Registered Shareholders receiving the meeting materials will be given, in substitution for the Proxy, a request for voting instructions (the “**voting instructions form**”) which, when properly completed and signed by the Non-Registered Shareholder and returned to the Intermediary, will constitute voting instructions which the Intermediary must follow.

The purpose of this procedure is to permit Non-Registered Shareholders to direct the voting of the Common Shares they beneficially own. Should a Non-Registered Shareholder who receives the voting instructions form wish to vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should so indicate in the place provided for that purpose in the voting instructions form. A Non-Registered Shareholder who has submitted a proxy may revoke it by contacting the Intermediary through which the Common Shares of such Non-Registered Shareholder are held and following the instructions of the Intermediary respecting the revocation of proxies.

In any event, Non-Registered Shareholders should carefully follow the instructions of their Intermediary set out in the voting instructions form.

### NOTICE AND ACCESS

The Company has elected to utilize the Notice and Access System for delivery of the Management Information Circular to each of the shareholders of the Company whose proxy is solicited for the Meeting.

Under the Notice and Access System, instead of delivering a paper copy of the Management Information Circular, the Company is permitted to provide its Shareholders with a notice directing them to a website where they can access an electronic copy of the Management Information Circular and vote their shares using their preferred method either through internet or via paper return. The Company anticipates that the Notice and Access System can directly benefit the Company through a substantial reduction in both postage and printing costs, and also promote environmental sustainability by reducing the large volume of paper documents generated by printing proxy related materials.

In spite of the use of the Notice and Access System, the Company has delivered paper copies of the Notice and the Proxy to its Shareholders eligible to attend the Meeting. In addition, the Company has delivered paper copies of the audited financial statements and MD&A to its Registered Shareholders (unless such registered shareholder has declined (in writing) to receive a paper copy of such annual documents) as well as its Non-Registered Shareholders who have submitted a completed supplemental card to the Company or its transfer agent requesting for the delivery of such annual documents.

**Website Where the Circular is Posted**

Shareholders of the Company can access the Management Information Circular for the Meeting on the following website: [www.meetingdocuments.com/TSXT/MAI](http://www.meetingdocuments.com/TSXT/MAI) or by accessing the Company's filings on the System for Electronic Data Analysis and Retrieval ("SEDAR+") at [www.sedarplus.ca](http://www.sedarplus.ca).

**Requesting Paper Copies of the Circular**

Shareholders of the Company may also request paper copies of the Management Information Circular to be delivered to them by mail at no cost to them by calling the following toll-free number: 1-888-433-6443 or by emailing to [tsxt-fulfilment@tmx.com](mailto:tsxt-fulfilment@tmx.com). In order for the requesting Shareholder to receive the paper copy in advance of the deadline for submission of voting instructions and the date of the Meeting, the request must be made prior to 4:30 pm (EST) on February 13, 2025. Shareholders of the Company may continue to request a paper copy of the Management Information Circular within one year from the date the Management Information Circular is filed on SEDAR+. In the case of a request received prior to the date of the Meeting, a paper copy of the Management Information Circular so requested will be sent free of charge by the Company to the requesting shareholder at the address specified in the request, by first class mail, courier or the equivalent within 3 business days after receiving the request; in the case of a request received on or after the date of the Meeting, and within one year of the Management Information Circular being filed, a paper copy of the Management Information Circular will be sent free of charge by the Company to the requesting Shareholder within 10 calendar days after receiving the request, by prepaid mail, courier or the equivalent.

**REQUIRED SHAREHOLDER APPROVALS**

Unless otherwise noted under "PARTICULARS OF MATTERS TO BE ACTED UPON", all resolutions which the Shareholders will be asked to pass must be approved by a majority of the votes cast by Shareholders present in person or represented by proxy at the Meeting.

**VOTING SHARES AND PRINCIPAL SHAREHOLDERS**

The authorized capital of the Company consists of an unlimited number of Common Shares without nominal or par value. As of the Record Date, the Company has issued and outstanding 500,918,501 Common Shares.

To the knowledge of the Company's directors and executive officers, as at the date hereof, no person or company owns, or controls or directs, directly or indirectly, 10% or more of the Common Shares as of the Record Date.

In accordance with the provisions of the *Business Corporations Act* (Ontario) (the "OBCA"), the Company has prepared a list of all persons who are Registered Shareholders as of January 20, 2025 (the "Record Date") and the number of Common Shares registered in the name of each person on such date. Each Shareholder is entitled to one vote for each Common Share registered in such Shareholder's name as it appears on the list except to the extent that such Shareholder has transferred any of his or her Common Shares after the Record Date and the transferee of those Common Shares produces properly endorsed share certificates or otherwise establishes that he or she owns the Common Shares and demands, not later than ten days before the date of the Meeting, that his or her name be included in the list. In such case the transferee is entitled to vote his or her Common Shares at the Meeting.

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

None of the directors or executive officers of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors and the approval of the Company's Omnibus Plan (as defined below), all described in this Management Information Circular.

## **PARTICULARS OF MATTERS TO BE ACTED UPON**

### **I. FINANCIAL STATEMENTS**

Shareholders will receive the audited financial statements of the Company for the financial year ended December 31, 2023, together with the accompanying auditors' report, copies of which have been mailed to all persons who are Registered Shareholders as of the Record Date or Non-Registered Shareholders who have completed a supplemental card requesting for such mailing.

### **II. ELECTION OF DIRECTORS**

The term of office of each of the present directors expires at the conclusion of the Meeting. The persons named below will be presented for election at the Meeting as management's nominees. Each director elected will hold office until the conclusion of 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 and bylaws of the Company or the provisions of the OBCA.

The following table sets forth the name of each person proposed to be nominated by management of the Company for election as a director, his principal occupation, business or employment, his current position held with the Company, if any, the period of time for which he has been a director of the Company, and the number of Common Shares beneficially owned, directly or indirectly, or subject to control or direction, by such person as of the date hereof.

Name and Municipality of Residence	Director Since	Number Of Common Shares Beneficially Owned or Controlled <sup>(4)</sup>	Principal Occupation
Darren Koningen, CEO Toronto, Ontario, Canada	July 2009	9,093,070	CEO of the Company.
Doug Ramshaw, President Calgary, Alberta, Canada	April 2018	10,753,500	President of the Company.
Bruce Durham <sup>(1)(2)(3)</sup> Toronto, Ontario, Canada	May 2015	1,720,000	President and CEO of York Harbour Metals Inc. Consulting Geologist
Ruben Padilla <sup>(1)(2)(3)</sup> Tucson, Arizona U.S.A.	June 2017	1,750,000	Chief geologist of Talisker Exploration Services Inc., an Ontario based mining and exploration services company, since 2010 President and CEO of Sable Resources
Kevin Small <sup>(1)(2)(3)</sup> Azilda, Ontario, Canada	July 2020	92,850	Mining Manager at Sprott Mining Inc.

Notes:

- (1) Member of the Audit Committee. Mr. Durham serves as the Chair of the Audit Committee.
- (2) Member of the Compensation Committee. Mr. Small serves as the Chair of the Compensation Committee.
- (3) Member of the Nominating and Governance Committee. Mr. Padilla serves as the Chair of the Nominating and Governance Committee.
- (4) The information as to shares beneficially owned has been furnished and confirmed by the directors individually.

Each of the above individuals were elected to the present term of office by a vote of the Shareholders of the Company at the annual general and special shareholders' meeting held on December 14, 2023, the notice of which was accompanied by an information circular.

**Unless a Proxy specifies that the Common Shares it represents are to be withheld from voting for the candidates proposed above, the persons named in Proxy intend to vote for the candidates proposed above.** Management of the Company does not contemplate that any of the nominees will be unable to serve as a director of the Company for the ensuing year. However, if that should occur for any reason prior to the Meeting or any adjournment thereof, the persons named in the Proxy have the right to vote for the election of the remaining nominees and may vote for the election of a substitute nominee at their discretion.

#### **Corporate Cease Trade Orders, Bankruptcies or Penalties**

No proposed director other than as indicated below is, as at the date hereof, or has been within the ten years prior to the date of this Management Information Circular, a director, chief executive officer or

chief financial officer of any company (including the Company) that:

- (a) was the subject of a cease trade or similar order or an order that denied the company access to any exemptions under applicable securities legislation for a period of more than 30 consecutive days that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was the subject of a cease trade or similar order or an order that denied the company access to any exemptions under applicable securities legislation for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Mr. Doug Ramshaw was the President, CEO and Director of Aftermath Silver Ltd., a BC registered company that is listed on the NEX Board of the TSX Venture Exchange Inc. On October 6, 2015, Aftermath Silver was subject to a cease trade order for failure to file financial statements. The cease trade order was lifted on August 18, 2017, by the British Columbia Securities Commission.

No proposed director is, as at the date hereof, or has been within the past ten years prior to the date of this Management 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 the assets of that person.

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

No proposed director 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.

### III. APPOINTMENT OF AUDITORS

The Shareholders will be asked to approve the appointment of McGovern Hurley LLP as the auditors of the Company to hold office until the conclusion of the next annual general meeting of the Company and to authorize the board of directors of the Company (the “**Board of Directors**”) to fix the remuneration of the auditors for the ensuing year.

**Unless a Proxy specifies that the Common Shares it represents are to be withheld from voting for the appointment of as the auditors of the Company to hold office until the close of the next annual general meeting of the Company and authorizing the Board of Directors to fix the remuneration of the auditors of the Company for the ensuing year, the persons named in the Proxy intend to vote for such appointment and authorization.**



#### IV. APPROVAL OF OMNIBUS INCENTIVE PLAN

On January 10, 2025, the Board of Directors determined that it is in the best interests of the Company to adopt an omnibus incentive plan (the “**Omnibus Plan**”) to replace the Company’s existing stock option plan (the “**Option Plan**”) and restricted share units plan (the “**RSU Plan**”, together with the Option Plan, the “**Current Plans**”). At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, an ordinary resolution (the “**Omnibus Plan Resolution**”) approving the Omnibus Plan.

The Omnibus Plan is a ten percent (10%) rolling plan, pursuant to which the Board of Directors may grant options (“**Options**”), restricted share units (“**RSUs**”) and deferred share units (“**DSUs**”) and together with the Options and RSUs, the “**Awards**”) to acquire Common Shares to Eligible Participants (as defined below). If the Omnibus Plan is adopted, the Current Plans will continue to exist but only for the purpose of governing the terms of all outstanding options and RSUs that have already been issued under the Current Plans prior to the adoption of the Omnibus Plan.

Subject to approval of the Omnibus Plan by Shareholders, all security-based compensation granted after February 28, 2025 will be governed by the Omnibus Plan. If, at the Meeting, the Company does not obtain Shareholder approval of the Omnibus Plan Resolution, the Current Plans will continue to remain in place. The Omnibus Plan has been conditionally approved by the TSX Venture Exchange (the “**TSXV**”) subject to Shareholder approval of the Omnibus Plan Resolution.

The Board of Directors and management are of the view that the Omnibus Plan is integral to attracting and retaining high quality executives and employees, as well providing an incentive to the directors, officers, employees, management and others who provide service to the Company to act in the best interests of the Company and enhance Shareholder value. If the Omnibus Plan is not approved at the Meeting, previously granted Options under the Option Plan will be unaffected. Shareholders are being asked at to adopt and approve the Omnibus Plan Resolution at the Meeting.

A summary of the Omnibus Plan is included below, however, does not purport to be a complete summary of the Omnibus Plan and is qualified in its entirety with reference to the full text of the Omnibus Plan, attached to this Management Information Circular as Schedule “A”. For the purposes of the description of the Omnibus Plan below, unless otherwise defined herein, capitalized terms shall have the meaning ascribed thereto in the Omnibus Plan. Reference should be made to the Omnibus Plan for the complete provisions thereof.

##### *Purpose of the Omnibus Plan*

The purpose of the Omnibus Plan is to permit the Company to grant Awards to directors, officers, employees and consultants (collectively, the “**Eligible Participants**”) for the following purposes: (a) to increase the interest in the Company’s welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Company; (b) to provide an incentive to such Eligible Participants to continue their services for the Company and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Company or are necessary or essential to its success, image, reputation or activities; (c) to reward Participants for their performance of services while working for the Company; and (d) to provide a means through which the Company may attract and retain able persons to enter its employment or service.

##### *Eligible Participants*

Only Eligible Participants are eligible to be granted Awards under the Omnibus Plan. Only directors are eligible to be granted DSUs under the Omnibus Plan.

##### *Administration of the Omnibus Plan*

The Omnibus Plan shall be administered by the Board of Directors or by a committee appointed by the

Board of Directors.

*Number of Common Shares Available for Issuance*

The number of Common Shares that will be available for issuance upon the vesting of Awards granted under the Omnibus Plan will be limited to 10% of the issued and outstanding Common Shares at the time of any grant, less any Common Shares reserved for issuance under the Omnibus Plan.

The Omnibus Plan is an “evergreen” plan, as Common Shares of the Company covered by Awards which have been exercised or settled, as applicable, and Awards which expire or are forfeited, surrendered, cancelled or otherwise terminated without having been exercised, will be available for subsequent grant under the Omnibus Plan and the number of Awards that may be granted under the Omnibus Plan increases if the total number of issued and outstanding Shares of the Company increases.

*Restrictions on the grant of Awards*

Unless disinterested Shareholder approval is obtained (or unless permitted otherwise by the rules of the TSXV):

- the maximum number of Common Shares issuable to insiders (as a group) under the Omnibus Plan, together with all other Common Shares issuable under any other equity compensation arrangements then in place, shall not exceed 10% of the issued and outstanding Common Shares;
- the maximum number of Common Shares issuable to insiders (as a group) under the Omnibus Plan, together with all other Common Shares issuable under any other equity compensation arrangements then in place, within a twelve-month period, shall not exceed 10% of the issued and outstanding Common Shares; and
- the maximum number of Common Shares issuable to any one Eligible Participant pursuant to Awards, within a twelve-month period, shall not exceed 5% of the issued and outstanding Common Shares calculated on the date of grant of the Award.

The TSXV share limits shall apply to the Common Shares issued or issuable under any Award granted under the Omnibus Plan and any other equity compensation arrangements, subject to the Common Shares being listed for trading on the TSXV:

- the maximum number of Common Shares issuable to any one consultant in any twelve-month period shall not exceed 2% of the issued and outstanding Common Shares;
- no Award (other than Options) may vest before the date that is one year from the date such Award is granted or issued;
- Investor Relations Service Providers (as such term is defined in the Omnibus Plan) may only be granted Options under an Award and such Options must vest in stages over a period of not less than 12 months in accordance with the vesting restrictions set out in Section 4.4(c) of Policy 4.4 of the TSXV, and may not be accelerated without prior approval of the TSXV;
- Investor Relations Service Providers shall not be granted a cashless exercise right; and
- the maximum number of Shares issuable to all Investor Relations Service Providers under any Options awarded shall not exceed 2% of the issued and outstanding Common Shares in any 12-month period.

Unless otherwise determined by the Board of Directors and subject to Policy 4.4 of the TSXV, the Company shall not offer financial assistance to any Participant in regard to the exercise of any Award granted under the Omnibus Plan.

Types of Awards Provided for under the Omnibus Plan

*Options*

An Option is an option granted by the Company to an Eligible Participant entitling such participant to acquire a designated number of Common Shares from treasury at the Option price. No dividend equivalents will be granted in connection with an Option.

*a) Option Price*

The Option price for Common Shares shall not be less than the Market Value of such Common Shares at the time of the grant. “**Market Value**” means at any date when the market value of Common Shares is to be determined, (i) if the Common Shares are listed on the TSXV, the volume weighted average trading price of the Common Shares on the TSXV for the five trading days immediately preceding the relevant time as it relates to an Award, provided that it is not less than the “Discounted Market Price” (within the meaning of the policies of the TSXV), in which case it shall be the Discounted Market Price; or (ii) if the Shares are not listed on any stock exchange, the value as is determined solely by the Board of Directors, acting reasonably and in good faith.

The Board of Directors may determine to grant an Eligible Participant the right, when entitled to exercise Options, to deal with such Options on a “cashless exercise” basis. The Board of Directors may determine in its discretion that such cashless exercise right, if any, grants a participant the right to exercise such Options by written notice to the Company and receive, without payment of any cash other than for tax withholding purposes, that number of Shares, disregarding fractions, that is equal to the quotient obtained by dividing: (a) the product of the number of Options being exercised multiplied by the difference between the Market Value on the day immediately prior to the exercise of the cashless exercise right and the Option price; and (b) the Market Value on the day immediately prior to the exercise of the cashless exercise right.

*b) Vesting Provisions*

Each Option shall be exercisable at such time or times and/or other vesting conditions as the Board of Directors at the time of granting the particular Option, may determine in its sole discretion.

*c) Term*

The term of any Option shall not exceed ten years from the date such Option is granted.

*d) Incentive Stock Options*

Incentive stock options are available for participants who are employees of the Company on the date the Option is granted.

*e) Termination, Retirement and Other Cessation of Employment in connection with Options*

If an Eligible Participant’s employment is terminated: (i) due to termination for cause, all vested and unvested Options shall automatically terminate and become void; (ii) due to termination without cause, (a) any unvested Options shall terminate and become void immediately and (b) any vested Options may be exercised by the Eligible Participant within the earlier of 90 days after the termination date or the expiry date of the Option, unless otherwise determined by the Board of Directors, however such vested Option must expire within a reasonable period, not exceeding 12 months, following the date the Eligible Participant ceases to be an Eligible Participant; (iii) due to resignation, (a) each unvested Option shall terminate and become void immediately and (b) any vested Options may be exercised by the Eligible Participant within the earlier of 90 days after the termination date and the expiry date of the Option, unless otherwise determined by the Board of Directors, however such vested Option must expire within a reasonable period, not exceeding 12 months, following the date the Eligible Participant ceases to be an Eligible Participant; (iv) due to permanent disability or retirement, (a) each unvested Option shall terminate and become void

immediately and (b) any vested Options may be exercised by the Eligible Participant within the earlier of 90 days after the retirement date or the date on which the Eligible Participant's employment ceases by reason of permanent disability, and the expiry date of the Option; and (v) due to death, any vested Options may be exercised by the liquidator, executor or administrator of the estate of the Eligible Participant for that number of Common Shares only which such Eligible Participant was entitled to acquire under the respective Options on the date of such Eligible Participant's death. Such Vested Awards shall only be exercisable within 12 months after the Eligible Participant's death or prior to the expiration of the original term of the Options whichever occurs earlier.

#### *Restricted Share Units*

An RSU is an award in the nature of a bonus for services rendered that entitles the recipient participant to acquire Common Shares, a cash equivalent or a combination thereof pursuant and subject to such restrictions and conditions as the Board of Directors may determine at the time of grant, unless such RSU expires prior to being settled.

##### *a) Vesting Provisions*

Vesting conditions may, without limitation, be based on continuing employment (or other service relationship) and/or achievement of performance criteria. The Board of Directors will determine the vesting criteria applicable to RSUs including the performance criteria performance period and restricted period (which shall not exceed three years).

Each vested RSU shall entitle the Eligible Participant to receive one Common Share, the cash equivalent or a combination thereof upon confirmation by the Board of Directors that the vesting conditions (including any performance criteria) have been met and no later than the last day of the restricted period.

Dividend Equivalents may, as determined by the Board of Directors in its sole discretion, be awarded in respect of unvested RSUs on the same basis as cash dividends declared and paid on Common Shares as if the Eligible Participant was a shareholder of record of Shares on the relevant record date.

##### *b) Termination, Retirement and Other Cessation of Employment in connection with RSUs*

If an Eligible Participant's employment is terminated: (i) due to termination for cause and resignation, the Eligible Participant's participation in the Omnibus Plan shall be terminated immediately, all unvested RSUs shall be forfeited and cancelled, and the Participant's right to Common Shares or cash equivalent or a combination thereof shall be forfeited and cancelled on the termination date; and (ii) due to death, retirement or termination for reasons other than for cause (including termination due to disability), all unvested RSUs shall be terminated and the participant shall not receive any payment in lieu of cancelled RSUs.

In the event that the Eligible Participant's employment or service relationship with the Company is terminated following the satisfaction of all vesting conditions in respect of particular RSUs but before receipt of the corresponding distribution or payment in respect of such RSUs, the Eligible Participant shall remain entitled to such distribution or payment provided such distribution or payment is made within a reasonable period, not exceeding 12 months, following termination.

#### *Deferred Share Units*

A DSU is an award attributable to an Eligible Participant's duties as a director of the Company and that, upon settlement, entitles the recipient to receive such number of Common Shares as determined by the Board of Directors, or to receive the cash equivalent or a combination thereof, as the case may be, and is payable after termination of service. The Board of Directors shall determine the date on which such DSUs may be granted and the date as of which such DSUs shall

be credited to a participant's account.

In the event of the death of an Eligible Participant, the Company will make payment, net of applicable tax withholding, of the DSU settlement amount within two months of the Eligible Participant's death to or for the benefit of the legal representative of the deceased Eligible Participant.

Dividend Equivalents may, as determined by the Board of Directors in its sole discretion, be awarded in respect of DSUs on the same basis as cash dividends declared and paid on Shares as if the Eligible Participant was a shareholder of record of Shares on the relevant record date.

Pursuant to the policies of the TSXV, the Company is required to obtain shareholder approval of the Omnibus Plan in connection with the implementation thereof. Accordingly, at the Meeting, the shareholders will be asked to pass the following ordinary resolution to approve the Omnibus Plan.

UPON MOTION DULY MADE, BE IT RESOLVED AS AN ORDINARY RESOLUTION OF SHAREHOLDERS THAT:

- 1) Subject to the approval of the TSX Venture Exchange, the Company's omnibus incentive plan (the "Omnibus Plan"), pursuant to which the board of directors of the Company may, from time to time, authorize the issuance of options, restricted share units and deferred share units to certain directors, officers, employees and consultants of the Company and its subsidiaries to a maximum of 10% of the issued and outstanding common shares of the Company at the time of grant, be and is hereby authorized, approved, ratified and confirmed.
- 2) Any one officer or director of the Company be and is hereby authorized and directed to do all such further acts and things and to execute and deliver or sign and file (as the case may be) all such further notices, instruments, certificates and other documents (for and on behalf of the Company and whether under corporate seal or otherwise) as such officer or director may consider necessary or advisable having regard to the foregoing resolutions.

**Management recommends a vote FOR the Omnibus Plan Resolution. In the absence of instructions to the contrary, the accompanying proxy will be voted FOR the Omnibus Plan Resolution.**

## INFORMATION CONCERNING THE COMPANY

### EXECUTIVE COMPENSATION

#### Summary Compensation Table for Named Executive Officers

The purpose of this section is to describe the compensation of certain Named Executive Officers of the Company in accordance with Form 51-102F6 – *Statement of Executive Compensation* published by the Canadian Securities Administrators. When used in this Management Information Circular, “**Named Executive Officer**” means: (i) each person who acted as the Chief Executive Officer or the Chief Financial Officer of the Company (or in similar capacities thereof) during the most recently completed financial year of the Company; and (ii) the other three most highly compensated executive officers of the Company whose compensation exceeded \$150,000 during the most recently completed financial year of the Company.

As of December 31, 2023, the last day of the most recently completed financial year of the Company, the Company had four Named Executive Officers, Darren Koningen, Chief Executive Officer; Doug Ramshaw, President; Janet O’Donnell, Chief Financial Officer; and Federico Alvarez, Chief Operating Officer, of the Company. The following table provides information for the three most recently completed financial years ended December 31, 2023, regarding compensation paid to or earned by each of the Named Executive Officers.

Name and Principal Position	Fiscal Year	Salary (\$)	Share-based Awards (\$)	Option-based Awards (\$) <sup>(1)</sup>	Non-equity incentive plan compensation (\$)		Pension Value (\$)	All Other Compensation (\$) <sup>(3)</sup>	Total Compensation (\$)
					Annual Incentive Plans <sup>(2)</sup>	Long-term Incentive Plans			
Darren Koningen <sup>(5)</sup> CEO	2023	180,000 <sup>(5)</sup>	Nil	81,900	Nil	Nil	Nil	Nil	261,900
	2022	120,000	Nil	89,200	Nil	Nil	Nil	Nil	209,200
	2021	120,000	Nil	114,800	Nil	Nil	Nil	Nil	234,800
Doug Ramshaw <sup>(4)</sup> President	2023	180,000 <sup>(4)</sup>	Nil	98,200	Nil	Nil	Nil	Nil	278,200
	2022	120,000	Nil	37,500	Nil	Nil	Nil	Nil	157,500
	2021	120,000	Nil	48,300	Nil	Nil	Nil	Nil	168,300
Janet O’Donnell <sup>(6)</sup> CFO	2023	120,000	Nil	62,300	Nil	Nil	Nil	Nil	182,300
	2022	120,000	Nil	65,700	Nil	Nil	Nil	Nil	185,700
	2021	50,000	Nil	61,000	Nil	Nil	Nil	Nil	111,000
Federico Alvarez <sup>(7)</sup> COO	2023	168,000 <sup>(7)</sup>	Nil	64,900	Nil	Nil	Nil	Nil	232,900
	2022	120,000	Nil	70,400	Nil	Nil	Nil	Nil	190,400
	2021	120,000	Nil	90,600	Nil	Nil	Nil	Nil	210,600

Notes:

- (1) Grant date fair values for the financial year ended December 31, 2023, December 31, 2022 and December 31, 2021 were determined as \$0.18 and \$0.19, \$Nil and \$0.44 and \$0.36 per option, respectively, using the Black-Scholes method and the following assumptions:

	December 31, 2023	December 31, 2022	December 31, 2021
Risk free interest rate	3.5%	N/A	0.78%
Expected dividend yield	0%	N/A	0%
Expected volatility	71%	N/A	92% / 93%
Expected life	5 years	N/A	5 years

The Company chose the Black-Scholes method because it is recognized as the most common methodology for valuing Options and doing value comparisons. Options granted during the December 31, 2021 and 2023 year remain unvested as of December 31, 2023.

- (2) Represents bonuses paid in respect of each financial year.
- (3) The aggregate value of all perquisites for each Named Executive Officer does not exceed the lesser of \$50,000 and 10% of his/her total salary and bonus.
- (4) Mr. Ramshaw is also a director of the Company. He received the aforementioned salary payments, share-based awards and option-based awards in his capacity as President of the Company and did not receive any additional compensation for serving as a director of the Company in each of the last three financial years. Included in Mr. Ramshaw's salary in 2023 is deferred and unpaid salary of \$60,000.
- (5) Mr. Koningen is also a director of the Company. He received the aforementioned salary payments, share-based awards and option-based awards in his capacity as CEO of the Company and did not receive any additional compensation for serving as a director of the Company in each of the last three financial years. Included in Mr. Koningen's salary in 2023 is deferred and unpaid salary of \$60,000.
- (6) Ms. Janet O'Donnell was appointed as Chief Financial Officer on July 24, 2021.
- (7) Mr. Alvarez was appointed Chief Operating Officer on July 30, 2020. Included in Mr. Alvarez's salary is deferred and unpaid salary of \$24,000.

## Compensation Discussion and Analysis

The compensation of the directors and officers of the Company is set by the Board of Directors. The Board of Directors reviews on an annual basis the cash compensation, performance and overall compensation package for each Named Executive Officer and report their findings and recommendations to the Board of Directors.

### *Executive Compensation Program Objectives*

The objectives of the Company's executive compensation program are:

1. to attract and retain qualified and experienced executives in order to drive the continued development of the Company and its current and future exploration and development assets;
2. to align the interests of the Company's executives with the interests of the Company's shareholders;
3. to reward executives for reinforcing the Company's business objectives and values, for achieving the Company's performance objectives and for their individual performances; and
4. to provide to the Company's executives the compensation packages that are competitive with those received by executives with similar talents, qualifications and responsibilities at companies with

similar financial, operating and industrial characteristics.

#### *Elements of Executive Compensation*

Compensation for the Company's Named Executive Officers consists of the following elements:

1. fixed compensation in the form of base salary;
2. short-term incentive in the form of annual performance bonus; and
3. long-term equity-based incentive in the form of Awards.

#### *Purpose of Each Compensation Element*

Base salary is designed to attract and retain executives by providing reasonable income certainty at a level that is competitive with the base salaries for executives with similar talents, qualifications and responsibilities at companies with similar financial, operating and industrial characteristics.

Annual performance bonuses are intended to provide short-term incentives to executives by rewarding them for their yearly individual contribution and achievement of the Company's performance objectives in the context of overall annual corporate performance.

Equity incentive awards are designed to, among other things, motivate executives to achieve longer-term sustainable business results and align their interests with those of the Shareholders, since grantees of equity incentive awards benefit only if the market value of the Common Shares at the time of exercise is greater than the exercise price of the Awards, determined with reference to the market price of the Common Shares at the time of grant. Consistent with most other junior mining companies who do not have significant revenues, the Board of Directors believes that security-based compensation arrangements are a critical component of the Company's compensation arrangements and are necessary and vital to attracting and retaining key individuals.

#### *Determination of the Amount of Each Compensation Element*

*Base Salary* – Base salaries of the Named Executive Officers are generally negotiated at the time of engagement and set forth in their respective employment or consulting agreements entered into with the Company. Upon engagement, the Named Executive Officers' base salaries are subject to annual review by the Board of Directors. The determination of base salaries of Named Executive Officers is based on the assessment of a number of factors such as current competitive market conditions, experience of the Named Executive Officers with other issuers in the industry and factors particular to the Named Executive Officers, including individual performance in the context of the Company's overall performance, the scope of the Named Executive Officer's role with the Company and retention considerations.

*Annual Performance Bonus* – The granting of annual performance bonuses to the Named Executive Officers is at the discretion of the Board of Directors of the Company upon recommendation from the Compensation Committee. The decision of the Board of Directors to grant annual performance bonuses is based on the evaluation by the Board of Directors of each Named Executive Officer's yearly individual contribution to the achievement of the Company's performance objectives and in the context of the overall annual performance of the Company. The Company is a junior mining company involved primarily in exploration and development and has not generated significant revenues from operations for a significant period of time. As a result, the use of traditional performance standards, such as corporate profitability, is not considered by the Board of Directors to be appropriate in the evaluation of the performance of the Named Executive Officers. Instead, effective completion of the Company's exploration work programs



within pre-determined budgets, significant exploration discoveries, mineral resource and reserve upgrades, advancement of exploration projects to producing mines, fulfillment of option agreement conditions, successful acquisitions and/or financings required for meeting the Company’s objectives and its sustainability and growth are among the key factors for Board of Directors’ evaluation of the Named Executive Officers’ yearly performance. Other considerations such as working capital level, cash position of the Company and overall market environment are also taken into consideration by the Board of Directors in the determination of annual performance bonuses.

*Share-based and option-based awards* – The Company established the Option Plan and the RSU Plan under which Options and RSUs are granted to directors, officers, employees and consultants of the Company as an incentive to serve the Company in attaining its goal of improving Shareholder value. Options and RSUs are generally awarded to the Named Executive Officers on an annual basis. The Company is proposing to adopt the Omnibus Plan which, if adopted, will govern all future awards of Options, RSUs and DSUs. The determination of incentive awards is based on a variety of factors, such as the need to attract or retain key individuals, competitive market conditions and internal equity. The amounts and terms of historical and outstanding awards are taken into account from time to time in the determination of awards. Options and RSUs are awarded by the Board of Directors with recommendation by the Board of Directors in a manner that ensures that the total number of Awards granted to any particular individual, including previous grants of Awards, is commensurate with the individual’s level of ongoing responsibility and contribution to the Company. The Board of Directors determines, at the date of grant of the Award, the exercise price and vesting terms for each Award, in accordance with the policies of the TSXV. Summaries of the Option Plan and RSU Plan are set out under “SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS”.

The allocation of an executive’s compensation to the foregoing elements of the executive compensation packages is not based on a formula or comparison to a defined benchmark group, but rather is intended generally to reflect market practices and realities as well as the discretionary assessment by the Board of Directors of each Named Executive Officer’s past contribution and ability to contribute to future short-term and long-term business results.

### **Outstanding Share-Based and Option-Based Awards for Named Executive Officers**

The following table sets forth all incentive awards of the Company granted to the Named Executive Officers that were granted before, and remain outstanding as of the end of, the financial year ended December 31, 2023.

Named Executive Officer	Option-Based Awards			
	Number of Securities Underlying Unexercised Options	Option Exercise Price (\$) <sup>(1)</sup>	Option Expiration Date	Value of Unexercised in-the- money Options (\$) <sup>(2)</sup>
Darren Koningen CEO	1,525,000	\$0.16	July 30, 2024	488,000
	950,000	\$0.72	Mar 18, 2026	Nil
	1,200,000	\$0.51	Feb 23, 2028	Nil
Janet O’Donnell CFO	200,000	\$0.54	July 14, 2025	Nil
	200,000	\$0.72	Mar 18, 2026	Nil
	500,000	\$0.72	July 28, 2026	Nil
	800,000	\$0.45	Feb 23, 2028	Nil
Doug Ramshaw President	2,225,000	\$0.16	July 30, 2024	712,000
	400,000	\$0.72	Mar 18, 2026	Nil
	1,050,000	\$0.51	Feb 23, 2028	Nil
Federico Alvarez	700,000	\$0.16	July 30, 2024	224,000

COO	750,000	\$0.72	Mar 18, 2026	Nil
	900,000	\$0.45	Feb 23, 2028	Nil

Notes:

- (1) Options are exercisable for the purchase of Common Shares.
- (2) The in-the-money value is equal to the number of Options multiplied by the difference between the exercise price of the Options and \$0.32, the closing trading price of the Common Shares on the TSXV on December 31, 2023.

### Value Vested or Earned During the Year for Named Executive Officers

The following table sets forth, in respect of the share-based and option-based awards of the Company granted to the Named Executive Officers that vested during the most recently completed financial year, the aggregate dollar value that would have been realized if the Options under the option-based awards had been exercised on the vesting date and the aggregate dollar value realized upon vesting of share-based awards.

Named Executive Officer	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 (\$)
Darren Koningen CEO	Nil	Nil	Nil
Doug Ramshaw President	Nil	Nil	Nil
Janet O’Donnell CFO	Nil	Nil	Nil
Federico Alvarez COO	Nil	Nil	Nil

Note:

- (1) Based on the difference between the exercise price of the Options and the closing trading price of the Common Shares on the TSXV as of the date of vesting.

### Management Contracts

The management functions of the Company are performed by the executive officers and directors of the Company. As of the date hereof, the Company has not entered into any management contracts with any third parties.

### Termination and Change of Control Benefits

Each of Darren Koningen, Doug Ramshaw, Janet O’Donnell and Federico Alvarez (each, an “**Executive**”) are entitled to certain benefits upon a Change in Control of the Company (the material details of which are defined below), in the event of a Change in Control of the Company where the Executive no longer remains an employee of the Company (“**Termination Date**”).

If the Change in Control is a transaction pursuant to which the Company's shares are acquired or exchanged, all unvested stock options are deemed to vest one minute prior to the completion of such transaction. Each Executive will be entitled to exercise all stock options until the later of their normal expiry date or the date that is two years after the Change in Control.

In addition to the acceleration of stock option vesting and extension of the expiry date, each Executive is also entitled to payment on the Termination Date of a lump sum equal to 24 months of base salary at the date of the Change in Control and a lump sum payment equal to two times the amount of the most recent annual bonus paid to such Executive.

A “**Change in Control**” means (i) the acquisition, directly or indirectly, of Common Shares of the Company totalling more than 50% of the outstanding Common Shares; (ii) the removal, by extraordinary resolution of the Shareholders, of more than 51% of the then-incumbent directors or the election of a majority of directors to the Board of Directors who were not nominees of the Company's incumbent Board of Directors at the time immediately preceding such election; (iii) when individuals who as of November 1, 2021, constitute the entire Board of Directors cease for any reason to constitute at least a majority of the Board of Directors; (iv) the consummation of a sale, transfer or other disposition of all or substantially all of the assets and undertakings of the Company to an arm's length third party; (v) the consummation of a reorganization of capital, conversion, share exchange, amalgamation, arrangement, merger or other transaction of the Company which has substantially the same effect as (vi) with an arm's length third party; or (vii) the adoption by the Board of Directors of a resolution to the effect that a change in control has occurred.

### Compensation of Directors

The following table provides details of the compensation for the most recently completed financial year provided to the directors of the Company, other than Darren Koningen being Chief Executive Officer and Doug Ramshaw, being President, who are Named Executive Officers, of the Company. The details of the compensation for Mr. Koningen and Mr. Ramshaw have been provided under “EXECUTIVE COMPENSATION – Summary Compensation Table for Named Executive Officers”.

Name	Fees Earned (\$)	Share-Based Awards (\$)	Option-Based Awards (\$) <sup>(1)</sup>	Non-Equity Incentive Plan Compensation (\$)	Pension Value (\$)	All Other Compensation (\$) <sup>(2)</sup>	Total (\$)
Bruce Durham	Nil	Nil	30,900	Nil	Nil	9,000	39,900
Ruben Padilla	Nil	Nil	55,500	Nil	Nil	Nil	55,500
Kevin Small	Nil	Nil	30,900	Nil	Nil	Nil	30,900

Note:

- (1) Please refer to the “EXECUTIVE COMPENSATION – Summary Compensation Table for Named Executive Officers” for a discussion on the determination of grant date fair values.
- (2) Consulting fees of \$9,000 was paid to Durham Exploration Services.

The Company has not paid any additional compensation to its directors during the financial year ended December 31, 2023 other than as disclosed above. No compensation is paid to the directors of the Company for attendance at Board of Directors or committee meetings.

*Outstanding Share-Based Awards and Option-Based Awards*

The following table sets forth all share-based and option-based awards of the Company granted to the directors (other than Darren Koningen and Doug Ramshaw who are Named Executive Officers) that were granted before, and remain outstanding as of the end of the most recently completed financial year. The relevant information for Mr. Koningen and Mr. Ramshaw has been provided under “EXECUTIVE COMPENSATION – Outstanding Share-Based and Option-Based Awards for Named Executive Officers”.

Name	Option-Based Awards			
	Number of securities underlying unexercised Options	Option exercise price (\$) <sup>(1)</sup>	Option expiration date	Value of unexercised in-the-money Options (\$) <sup>(2)</sup>
Bruce Durham	500,000	\$0.16	July 30, 2024	160,000
	500,000	\$0.72	Mar 18, 2026	Nil
Ruben Padilla	500,000	\$0.16	July 30, 2024	160,000
	100,000	\$0.72	Mar 18, 2026	Nil
Kevin Small	500,000	\$0.54	July 14, 2025	Nil
	500,000	\$0.72	Mar 18, 2026	Nil

Notes:

- (1) Options are exercisable for the purchase of Common Shares.
- (2) The in-the-money value is equal to the number of Options multiplied by the difference between the exercise price of the Options and \$0.32, the closing trading price of the Common Shares on the TSXV on December 31, 2023.

*Value Vested or Earned During the Year*

The following table sets forth, in respect of the share-based and option-based awards of the Company granted to the directors of the Company (other than Darren Koningen and Doug Ramshaw, who are Named Executive Officers) that vested during the most recently completed financial year, the aggregate dollar value that would have been realized if the Options under the option-based awards had been exercised on the vesting date and the aggregate dollar value realized upon vesting of share-based awards. The relevant information for Mr. Koningen and Mr. Ramshaw has been provided under “EXECUTIVE COMPENSATION – Value Vested or Earned during the Year for Named Executive Officers”.

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 (\$)
Bruce Durham	Nil	Nil	Nil
Rubin Padilla	Nil	Nil	Nil
Kevin Small	Nil	Nil	Nil

Note:

1. Based on the difference between the exercise price of the Options and the closing trading price on the TSXV as of the date of vesting.

## SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

### Stock Option Plans and Other Incentive Plans

As of the date hereof, the only equity compensation plans which the Company has in place are the Current Plans. The Company is requesting shareholder approval of the Omnibus Plan at the Meeting.

#### *Option Plan*

The Company's Option Plan was approved by the Board of Directors on October 9, 2022, and last approved by the shareholders of the Company on December 14, 2023. The purpose of the Option Plan is to encourage ownership of Common Shares by directors, officers, employees and consultants of the Company and thereby provide additional incentive for them to promote the successes of the Company.

The Option Plan provides that the Board of Directors may from time to time, in its discretion, grant to directors, officers, employees and consultants of the Company, or any subsidiary of the Company, the option to purchase Common Shares. The Option Plan provides for a floating maximum limit of 10% of the outstanding Common Shares (less the number of Common Shares issuable pursuant to all other securities based compensation arrangements).

Any grant of Options under the Option Plan shall be subject to the following restrictions:

- a) the aggregate number of Common Shares reserved for issuance any one person pursuant to all securities-based compensation arrangements shall not exceed 5% of the outstanding Common Shares (on a non-diluted basis) at the time of grant within a 12-month period;
- b) the aggregate number of Common Shares reserved for issuance to any one Consultant (as such term is defined in Policy 4.4 of the TSXV – Security Based Compensation) pursuant to all securities-based compensation arrangements shall not exceed 2% of the number of issued and outstanding Common Shares within a 12-month period;
- c) the aggregate number of Common Shares reserved for issuance to any Investor Relations Service Provider (as such term is defined in Policy 4.4) shall not exceed 2% of the number of issued and outstanding Common Shares within a 12-month period; and
- d) unless disinterested shareholder approval is obtained,
  - a. the aggregate number of Common Shares reserved for issuance to insiders (as such term is defined in Policy 4.4), as a group, under the Option Plan shall not exceed 10% of the issued and outstanding Common Shares at any point in time; and
  - b. the aggregate number of Common Shares reserved for issuance to insiders (as such term is defined in Policy 4.4), as a group, pursuant to all securities-based compensation arrangements granted or issued within any 12-month period shall not exceed 10% of issued and outstanding Common Shares calculated as at the date of any grant or issuance to any insider.

The Board of Directors determines the price per Common Share and the number of Common Shares that may be allotted to each director, officer, employee and consultant and all other terms and conditions of the Options, subject to the rules of the TSXV. Assuming the approval of the Option Plan, the granting of Options to such eligible persons will be subject to the rules of the TSXV.

The Option Plan does not set out explicit vesting requirements for Options granted to directors, officers, employees and consultants, although the Board of Directors may attach a vesting period or periods to

individual grants as it deems appropriate. The price per Common Share set by the Board of Directors cannot be less than the market price in Canadian dollars of the Common Shares at the time of the granting of such option under the Option Plan. The term of an option shall not be for less than one year and not more than ten years from the date the option is granted.

The nature of the Company's business gives rise to a number of periods each year during which directors, officers and employees are precluded from trading in the securities of the Company in accordance with the Company's policy respecting restrictions on employee trading (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). These periods are referred to as "blackout periods". At the Company's shareholders meeting held in May 2008, shareholders approved an amendment to the Option Plan providing for an automatic extension of the term of an option of ten business days after the expiry of the blackout period if the option would have otherwise expired during, or within ten business days after, a Company-imposed blackout period.

In the event of the death of an optionee while in the employment, or as a consultant, a director or an officer of the Company or a subsidiary of the Company prior to the expiry date of the option, the option may be exercised by the legal representatives of such optionee at any time up to the earlier of: (i) the date which is the first anniversary of the date of death of such optionee; or (ii) the expiry date of the option, whichever is the earlier, after which the option shall terminate.

In the event that an optionee ceases to be an officer, director or full-time employee of the Company or one of its subsidiaries by reason of resignation, removal or discharge for cause, then the Options shall terminate on the date that notice of resignation is received by the Company or the date that notice of removal or discharge is given to the optionee, or upon such later date as the Board of Directors may approve. In the event that an optionee ceases to be an officer, director or full-time employee of the Company or one of its subsidiaries for reasons other than those described above, the optionee shall be entitled to exercise the Options for 30 days following such cessation, or such longer period as the Board of Directors may determine, provided that the date of expiry provided in the original grant of the Options shall not be extended.

The Options granted under the Option Plan are not transferable or assignable, except in certain circumstances relating to the death of an eligible optionee.

The Option Plan includes provisions typical of these types of plans for adjustments to be made to the type, number and/or price of securities subject to the option upon the occurrence of certain events, such as the subdivision, consolidation, reclassification, conversion, or substitution of the Common Shares, payment of a stock dividend or an amalgamation involving the Company.

On April 26, 2011, the Board of Directors approved certain amendments to the Option Plan to reflect the new tax withholding requirements under the Income Tax Act (the "**Tax Act**"). Pursuant to the amendments, if the Company is required under the Tax Act or any other applicable law to remit to any governmental authority an amount on account of tax on the value of any taxable benefit associated with the exercise or disposition of Options by an optionee, the optionee must, concurrently with the exercise or disposition (i) pay the Company an amount equal to the required tax remittance, (ii) authorize the Company to sell in the market a portion of the Common Shares being issued upon exercise of the Options as is required to realize cash proceeds to fund the required tax remittance, or (iii) make other acceptable arrangements to fund the required tax remittance. These amendments were approved at the annual and special meeting of shareholders held on June 9, 2011.

On October 30, 2023, the Board of Directors approved certain amendments to the Option Plan to comply with amendments to Policy 4.4, including:

- limitations on the grant of Options to (i) 5% for each person, (ii) 2% for each Consultant and (iii) 2% for Investor Relations Providers, in each case taking into account all issued and outstanding Common Shares at the time of grant and all other securities-based compensation arrangements; and
- limitations on the aggregate number of Common Shares reserved for issuance to insiders (as a group) to 10% of the issued and outstanding Common Shares at any point in time; and to limit the aggregate number of Common Shares reserved for issuance to insiders (as a group) pursuant to the Option Plan and other securities based compensation arrangements granted or issued within any 12 month period to 10% of issued and outstanding Common Shares calculated as at the date of any grant or issuance to any insider.

The following table sets out the number of Common Shares reserved for issuance, the weighted average exercise price, and the number of Common Shares remaining for future issuance under the Company's Option Plan as of December 31, 2023 (no RSUs have been granted under the plan):

<b>Stock Option Plan Information</b>			
<b>Plan Category</b>	<b>Number of Common Shares to be Issued on the Exercise of Outstanding Options</b>	<b>Weighted-Average Exercise Price of Outstanding Options</b>	<b>Number of Securities Remaining Available for Future Issuance under the Stock Option Plan</b>
Plans Approved by Shareholders	25,700,000	\$0.46	20,588,385
Plans Not Approved by Shareholders	Nil	N/A	Nil
<b>Total</b>	<b>25,700,000</b>	<b>\$0.46</b>	<b>20,588,385</b>

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

None of the present or former directors, proposed nominees or senior officers of the Company or their respective associates or affiliates are, were or have been indebted to the Company or subject to a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company, at any time since the beginning of the last completed financial year of the Company except for accounts receivables from key management of \$153,000 as of December 31, 2023.

## **CORPORATE GOVERNANCE**

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) adopted by the Canadian securities regulatory authorities requires that, if management of any issuer solicits proxies from its security holders for the purpose of electing directors, certain disclosure of its corporate governance practices must be included in its management information circular.

National Policy 58-201 – *Corporate Governance Guidelines* (“**NP 58-201**”) establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines. However, the Board of Directors considers that some of the guidelines are not suitable for the Company at its current stage of development. Therefore, certain guidelines under NP 58-201 have not been adopted. The Company will continue to review and implement the corporate governance guidelines set out in NP 58-201 as the business of the Company progresses.

## The Board of Directors

### *Independence of the Board of Directors*

Three of the five members of the Board of Directors – Bruce Durham, Rubin Padilla and Kevin Small – are independent within the meaning of NI 58-101. None of the independent directors have worked as executives or employees for the Company, received remuneration from the Company or had material contracts with or material interests in the Company which could interfere with their ability to act with a view to the best interests of the Company.

Darren Koningen and Doug Ramshaw are considered to be not independent because they serve as the CEO and President of the Company, respectively.

To facilitate the directors of the Company functioning independent of management, the following structures and processes are in place:

- where a majority of the Board of Directors are members of management, the Company will actively recruit qualified independent directors; and
- where appropriate, during regularly scheduled meetings, non-independent directors and members of management are excluded from certain discussions.

### *Directorships with Other Reporting Issuers*

The following directors are presently directors of other reporting issuers:

<b>Name of Director</b>	<b>Name of Other Reporting Issuers</b>
Bruce Durham	York Harbour Metals Inc.
Ruben Padilla	Sable Resources Ltd., Millennial Precious Metals
Doug Ramshaw	District Metals Corp.

### *Orientation and Continuing Education*

New directors are provided with details of the Company’s organizational structure, the structure of the Board of Directors and its committees, compliance requirements for directors, corporate policies and by-laws. They also meet with a number of directors and senior management personnel of the Company and its material subsidiaries to learn of the functions and activities of the Company. On an ongoing basis, presentations are made to the Board of Directors on various aspects of the Company’s operations.

The Company has established a process to provide an orientation and education program for new members of the Board of Directors. Such orientation and education program consists of orientation sessions with management, a review of prior activities of the Board of Directors and a review of prior activities of the board committees.

### *Ethical Business Conduct*

In March 2007, the Company adopted a code of business conduct and ethics and related policies (the “**Code**”), which sets high standards for ethical behaviour throughout the organization. The code was reviewed and updated by the Board of Directors in November 2008.



The Code provides the entire organization with the same frame of reference for dealing with sensitive and complex issues such as conflicts of interest, use of information, confidentiality of business information, corporate opportunities, fair trading, protection and use of company assets, accounting practices, compliance with laws, rules and regulations, and duty to report and consequences.

To facilitate compliance with the Code, the Code encourages all Company personnel to promptly report any problems or concerns and any actual or potential violations of the Code to the Chairman of the Audit Committee. A waiver of the Code will be granted only in exceptional circumstances and only by the Board of Directors.

The directors of the Company encourage and promote an overall culture of ethical business conduct by promoting compliance with applicable laws, rules and regulations, providing guidance to employees, officers and directors to help them recognize and deal with ethical issues, promoting a culture of open communication, honesty and accountability and ensuring awareness of disciplinary action for violations of ethical conduct.

As some of the directors of the Company also serve as directors and officers of other companies, the Board of Directors must comply with the conflict of interest provisions of the *Business Corporations Act* (Ontario), as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Each director is required to declare the nature and extent of his interest and is not entitled to vote at meetings which involve such conflict.

In March 2007, the Board of Directors adopted a whistleblower policy (the “**Whistleblower Policy**”) and delegated to the Audit Committee the responsibility of investigating and resolving all reported complaints made pursuant to the Whistleblower Policy.

In March 2007, the Board of Directors adopted an insider trading policy, which provides for practices and procedures governing the trading of Common Shares and other securities of the Company by insiders in order to ensure compliance with applicable securities laws.

#### *Nomination of Directors*

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

The Board of Directors is responsible for recruiting new members to the Board of Directors and planning for the succession of members of the Board of Directors.

#### *Compensation*

The Board of Directors, with recommendations from the Compensation Committee, is responsible for determining all forms of compensation, including long-term incentive in the form of Awards, to be granted to the CEO of the Company and the directors, and for reviewing the CEO’s recommendations respecting compensation of the other officers of the Company, to ensure such arrangements reflect the responsibilities and risks associated with each position. When determining the compensation of its officers, the Board of Directors considers: (a) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value; (b) providing fair and competitive

compensation; (c) balancing the interests of management and the Company's shareholders; (d) rewarding performance, both on an individual basis and with respect to operations in general; and (e) permitted compensation under TSXV policies.

#### *Committees of the Board of Directors*

The Board of Directors currently has three standing committees, namely the Audit Committee, the Compensation Committee and the Nominating and Governance Committee. Each committee is composed of a majority of members who are independent of the Company within the meaning of NI 58-101.

#### *Assessments*

Due to the small size of the Board of Directors, there is no formal process for evaluating the effectiveness of the Board of Directors, its committee and management. Management reports to the Board of Directors and evaluation of management's performance takes place informally at the meetings of the Board of Directors or in informal meetings by the independent directors.

### **AUDIT COMMITTEE**

#### **Audit Committee Charter**

The full text of the Company's Audit Committee Charter is set out in Schedule "B" hereto.

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

The Audit Committee of the Company is currently comprised of Bruce Durham, Ruben Padilla and Kevin Small. Mr. Durham is the Chairman of the Audit Committee. Each of the members of the Audit Committee is considered to be financially literate.

Bruce Durham, Ruben Padilla and Kevin Small are considered to be independent members of the Audit Committee. This determination was made by the Board of Directors upon inquiry of their activities and relationship with the Company.

#### **Relevant Education and Experience**

##### *Bruce Durham*

Mr. Durham has been involved in the mineral exploration business for almost 50 years, most of which have been directly in the junior exploration industry as both a geologist and an executive. Mr. Durham is currently President and CEO of York Harbour Metals Inc. Mr. Durham was the President and CEO of Nevada Zinc Corporation until December 2020 and the Managing Director of Norvista Capital Corporation until June 2021. Over the course of his career, Mr. Durham has served as a director of numerous public companies. He is a professional geologist in Ontario. He has acquired the requisite financial literacy and experience to adequately carry out his duties as the Chairman of the Audit Committee through his acting as an executive and a director of public junior mining exploration companies.

##### *Ruben Padilla*

Mr. Padilla holds a geological engineering degree from the University of Chihuahua in Mexico and Masters and PhD degrees from the University of Arizona. Mr. Padilla has over 30 years of experience working

on target generation, project evaluations, mining geology, and management of exploration programs with various companies mostly focused on the Americas. He is founder and Chief Geologist for Talisker Exploration Services Inc. and CEO and President of Sable Resources.

Mr. Padilla worked and completed important research at the La Escondida deposit in Chile where he identified a blind target related with a younger porphyry event today known as the Escondida Este deposit. With AngloGold Ashanti, he acted as exploration country manager in Peru and in Colombia and as Chief Geologist for the Americas exploration group. He was part of the team that discovered the Colosa and Gramalote deposits in Colombia. During the last seven years he has spent most of his time working on the Superior Province and the western cordillera of Canada, where he participated in various successful exploration programs and in the modelling of ore deposits for exploration and resource evaluation purposes in his role as founder and Chief Geologist for Talisker Exploration Services Inc. He has acquired the requisite financial literacy and experience to adequately carry out his duties as a member of the Audit Committee through his management of private exploration companies and acting as a current director of two public junior mining exploration companies.

#### *Kevin Small*

Mr. Small currently is Mining Manager with Sprott Mining Inc. and was previously President and CEO of Jerritt Canyon Gold (100% owned by Sprott Mining Inc.) where he was responsible for the day-to-day operations of a 4,000 tons per day Roaster and CIL plant producing between 120,000 ounces and 160,000 ounces of gold annually. Elsewhere at Jerritt Canyon, he was responsible for the day-to-day operation of two underground mines and advanced exploration both from surface and underground.

Throughout his 30-year career, Mr. Small has brought his innovative and strategic-thinking as an operations leader to numerous mine operations and start-up projects. This work has included Director of Mine Operations at the Beta Hunt mine in Western Australia owned by Karora Resources Inc. (formerly RNC Minerals); Mine Manager at the East Timmins operations (Taylor mine) of Kirkland Lake Gold; and Superintendent of Technical Services at St Andrews Goldfields. He has acquired the requisite financial literacy and experience to adequately carry out his duties as the Chairman of the Compensation Committee and a member of the Audit committee through his acting as an executive and director of public junior mining exploration companies.

#### **Audit Committee Oversight**

Since the commencement of the Company's most recently completed financial year, there have been no recommendations of the Audit Committee that the Board of Directors of the Company has not adopted.

#### **Reliance on Certain Exemptions**

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

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

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. The Audit Committee will review the engagement of non-audit services as required.

## External Auditor Services Fees

The following table sets out the aggregate fees billed by the Company’s external auditors in each of the last two financial years.

Category of Fees	Year Ended December 31, 2023	Year Ended December 31, 2022
Audit Fees <sup>(1)</sup>	\$168,380	\$145,000
Audit-Related Fees <sup>(2)</sup>	Nil	Nil
Tax Fees <sup>(3)</sup>	\$13,589	\$11,700
All Other Fees <sup>(4)</sup>	\$11,891	\$5,900
<b>Total</b>	<b>\$193,860</b>	<b>\$162,600</b>

Notes:

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

## Reliance on Exemption for Venture Issuers

The Company is a “venture issuer” as the Common Shares are listed for trading on the TSXV. As such, the Company is not required to comply with Part 3 of NI 52-110 (Composition of the Audit Committee) and Part 5 of NI 52-110 (Reporting Obligations) based on the exemption for venture issuers contained in section 6.1 of NI 52-110.

## COMPENSATION COMMITTEE

For a discussion of the responsibilities of the Compensation Committee relating to compensation matters, please see “*Corporate Governance – The Board of Directors – Compensation*”

### Composition of the Compensation Committee

The Compensation Committee of the Company is currently comprised of Bruce Durham, Ruben Padilla and Kevin Small. Mr. Small is the Chairman of the Compensation Committee. Each of the members of the Compensation Committee is considered to be financially literate.

Each of the members of the Compensation Committee is considered to be independent. This determination was made by the Board of Directors upon inquiry of their activities and relationship with the Company.

**Relevant Education and Experience**

For relevant education and experience in respect of Mr. Durham, Mr. Padilla and Mr. Small, please see “*Audit Committee – Relevant Education and Experience*”

**AUDITORS, TRANSFER AGENT AND REGISTRAR**

The Company’s auditor is McGovern Hurley LLP.

The Company’s registrar and transfer agent is TSX Trust Company (formerly known as AST Trust Company (Canada)).

**INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

An informed person is one who, generally speaking, is a director or executive officer or a 10% Shareholder. To the knowledge of management of the Company, no informed person or nominee for election as a director of the Company or any associate or affiliate of any informed person or proposed director had any interest in any transaction which has materially affected or would materially affect the Company or any of its subsidiaries during the financial year ended December 31, 2023, or has any interest in any material transaction in the current year other than as set out herein.

**ADDITIONAL INFORMATION**

Additional information relating to the Company is filed on SEDAR+ and can be accessed at [www.sedarplus.ca](http://www.sedarplus.ca).

Financial information is provided in the Company’s comparative financial statements and management discussion and analysis (“**MD&A**”) for its most recently completed financial year. Shareholders may request copies of such financial statements and MD&A by mailing a request to Minera Alamos Inc. at 55 York Street, Suite 402, Toronto, Ontario, M5J 1R7.

**DIRECTORS’ APPROVAL**

The contents and sending of this Management Information Circular have been approved by the directors of the Company. A copy of the Management Information Circular has been sent to each director of the Company, each Shareholder entitled to notice of the Meeting and the auditors of the Company.

DATED the \_\_\_ day of \_\_\_\_\_, 2025.

(signed) \_\_\_\_\_  
Darren Koningen,  
Director and CEO

**SCHEDULE “A”  
MINERA ALAMOS INC.**

**OMNIBUS INCENTIVE PLAN**

Minera Alamos Inc. (the “**Company**”) hereby establishes an omnibus incentive plan for directors, officers, key employees and Consultants of the Company and any of its Subsidiaries.

**ARTICLE 1  
INTERPRETATION**

**Section 1.1 Definitions.**

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

“**Account**” means an account maintained for each Participant on the books of the Company which will be credited with Awards in accordance with the terms of this Plan;

“**Affiliate**” has the meaning ascribed thereto in TSXV Policy 1.1;

“**Annual Base Compensation**” means an annual compensation amount payable to directors and executive officers, as established from time to time by the Board;

“**Award**” means any of an Option, DSU, or RSU granted to a Participant pursuant to the terms of the Plan;

“**Black-Out Period**” means a period of time when pursuant to any policies of the Company (including the Company’s insider trading policy), securities of the Company may not be traded by certain Persons designated by the Company;

“**Board**” has the meaning ascribed thereto in Section 2.1(d)(1);

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in Toronto, Ontario for the transaction of banking business;

“**Canadian Participant**” means a Participant who is subject to tax under the Tax Act in respect of an Award;

“**Cash Equivalent**” means the amount of money equal to the Market Value multiplied by the number of vested RSUs or DSUs, as applicable, in the Participant’s Account, net of any applicable taxes in accordance with Section 8.2, on the RSU Settlement Date or the Filing Date, as applicable;

“**Cashless Exercise Right**” has the meaning ascribed thereto in Section 3.6(3);

“**Cause**” has the meaning ascribed thereto in Section 6.2(1);

“**Change of Control**” means, unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

any transaction (other than a transaction described in clause (iii) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires for the first time the direct or indirect beneficial ownership of securities of the Company representing 50% or more of the aggregate voting power of all of the Company's then issued and outstanding securities entitled to vote in the election of directors of the Company, other than any such acquisition that occurs upon the exercise or settlement of options other securities granted by the Company under any of the Company's equity incentive plans;

- (i) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such transaction;
- (ii) the sale, lease, exchange, license or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Company or any of its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Company and its Subsidiaries on a consolidated basis to any other person or entity, other than a disposition to a wholly-owned Subsidiary of the Company in the course of a reorganization of the assets of the Company and its wholly-owned Subsidiaries;
- (iii) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind up the Company's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and the shareholdings remain substantially the same following the re- arrangement);
- (iv) individuals who, on the Effective Date, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board; or
- (v) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent;

"**Company**" means Minera Alamos Inc., a corporation existing under the laws of Ontario;

**“Consultant”** means, in relation to the Company, an individual (other than a director, officer or employee of the Company or of any of its Subsidiaries) or corporation that: (a) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or to any of its Subsidiaries, other than services provided in relation to a Distribution (as such term is defined in TSXV Policy 1.1); (b) provides the services under a written contract between the Company or any of its Subsidiaries and the individual or the corporation, as the case may be; and (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 of any of its Subsidiaries;

**“Consulting Agreement”** means, with respect to any Participant, any written consulting agreement between the Company or a Subsidiary and such Participant;

**“Deferred Payment Date”** means for a Participant the date after the RSU Vesting Determination Date, but no later than the Restricted Period, in respect of RSUs which date is the earlier of (a) the date which the Participant elected to defer receipt of the underlying Shares in accordance with Section 4.4; and (b) the Participant’s Termination Date;

**“Dividend Equivalent”** means a cash credit equivalent in value to a dividend paid on a Share credited to a Participant’s Account;

**“DSU”** or **“Deferred Share Unit”** means a right granted to a Participant to receive a payment in the form of Shares, Cash Equivalent or a combination thereof upon Termination of Service, as provided in Article 5 and subject to the terms and conditions of this Plan;

**“DSU Agreement”** means a document evidencing the grant of DSUs and the terms and conditions thereof;

**“DSU Settlement Amount”** means the amount of Shares, Cash Equivalent, or combination thereof, calculated in accordance with Section 5.6, to be paid to settle a DSU Award after the Filing Date;

**“Effective Date”** means the effective date of the Plan as provided in Section 8.11;

**“Eligible Participants”** means any director, officer, employee or Consultant of the Company or any of its Subsidiaries, but for the purposes of Article 5, this definition shall be limited to directors of the Company;

**“Employment Agreement”** means, with respect to any Participant, any written employment agreement between the Company or a Subsidiary and such Participant;

**“Exercise Notice”** means a notice in writing signed by a Participant and stating the Participant’s intention to exercise a particular Award, if applicable;

**“Filing Date”** has the meaning set out in Section 5.5(1), as applicable;

**“Grant Agreement”** means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a DSU Agreement, an RSU Agreement, an Employment Agreement or a Consulting Agreement;

**“Incentive Stock Option”** or **“ISO”** means an Option that is granted to a U.S. Participant, as described in Section 3.8;

**“Insider”** has the meaning set out in TSXV Policy 1.1;

**“Market Value”** means at any date when the market value of Shares is to be determined, (i) if the Shares are listed on a Stock Exchange, the volume weighted average trading price of the Shares on



such Stock Exchange for the five trading days immediately preceding the relevant time as it relates to an Award, provided that it is not less than the “Discounted Market Price” (within the meaning of the policies of the TSX Venture Exchange), in which case it shall be the Discounted Market Price; or (ii) if the Shares are not listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith and such determination shall be conclusive and binding on all Persons;

“**Option**” means an option granted by the Company to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof, and includes an ISO;

“**Option Agreement**” means a document evidencing the grant of Options and the terms and conditions thereof;

“**Option Price**” has the meaning ascribed thereto in Section 3.2;

“**Option Term**” has the meaning ascribed thereto in Section 3.4;

“**Outstanding Issue**” means the number of Shares that are issued and outstanding, on a non-diluted basis;

“**Participants**” means Eligible Participants that are granted Awards under the Plan;

“**Performance Criteria**” means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Award;

“**Performance Period**” means the period determined by the Board at the time any Award is granted or at any time thereafter during which any Performance Criteria and any other vesting conditions specified by the Board with respect to such Award are to be measured;

“**Person**” means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

“**Plan**” means this Omnibus Incentive Plan, including any amendments or supplements hereto made after the Effective Date;

“**Prior Plan**” means the stock option plan of the Company in effect immediately prior to the Effective Date;

“**Restricted Period**” means the period determined by the Board pursuant to Section 4.3;

“**RSU**” means a right awarded to a Participant to receive a payment in the form of Shares, Cash Equivalent or a combination thereof as provided in Article 4 and subject to the terms and conditions of this Plan;

“**RSU Agreement**” means a document evidencing the grant of RSUs and the terms and conditions thereof;

“**RSU Settlement Date**” has the meaning determined in Section 4.8(1);

“**RSU Vesting Determination Date**” has the meaning described thereto in Section 4.7;

“**Shares**” means the common shares in the share capital of the Company;

**“Share Compensation Arrangement”** means a stock option, stock option plan, deferred share unit, deferred share unit plan, restricted share unit, restricted share unit plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to one or more employees, directors, officers, Insiders, or Consultants of the Company or a Subsidiary including a share purchase from treasury by an employee, director, officer, Insider, or Consultant which is financially assisted by the Company or a Subsidiary by way of a loan, guarantee or otherwise, any of which will only be adopted to the extent permitted by the policies of the TSX Venture Exchange while the Shares are listed for trading on the TSX Venture Exchange; provided, however, that any such arrangements that do not involve the issuance from treasury or potential issuance from treasury of Shares of the Company are not “Share Compensation Arrangements” for the purposes of this Plan;

**“Stock Exchange”** means the TSX Venture Exchange (or any other stock exchange on which the Shares are then listed and trading, if the Shares are not listed and trading on the TSX Venture Exchange as designated by the Board from time to time);

**“Subsidiary”** means a corporation, company or partnership that is controlled, directly or indirectly, by the Company;

**“Tax Act”** means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;

**“Termination”** means that a Participant has ceased to be an Eligible Participant, including for greater certainty, the earliest date on which both of the following conditions are met: (i) the Participant has ceased to be employed by, or otherwise have a service relationship with, the Company or any Subsidiary thereof for any reason whatsoever; and (ii) the Participant is neither a member of the Board nor a director of the Company or any of its Subsidiaries;

**“Termination Date”** means (i) in the event of a Participant’s resignation, the date on which such Participant ceases to be a director, executive officer, employee or Consultant of the Company or one of its Subsidiaries, and (ii) in the event of the termination of the Participant’s employment, or position as an executive or officer of the Company or a Subsidiary, or as a Consultant, the effective date of the termination as specified in the notice of termination provided to the Participant by the Company or the Subsidiary, as the case may be, and, for greater certainty, without regard to any period of notice, pay in lieu of notice, or severance that may follow the Termination Date pursuant to the terms of the Participant’s employment or services agreement (if any), the applicable employment standards legislation or the common law (if applicable), and regardless of whether the Termination was lawful or unlawful, except as may otherwise be required to meet minimum standards prescribed by the applicable standards legislation;

**“Termination of Service”** means that a Participant has ceased to be an Eligible Participant, and for greater certainty, for those Eligible Participants who are not solely directors of the Company, the earliest date on which both of the following conditions are met: (i) the Participant has ceased to be employed by the Company or has ceased providing ongoing services as a Consultant to the Company or any Subsidiary thereof for any reason whatsoever; and (ii) the Participant is neither a member of the Board nor a director of the Company or any of its Subsidiaries;

**“TSXV Policy 1.1”** means Policy 1.1 – *Interpretation* of the TSX Venture Exchange;

**“TSXV Policy 4.4”** means Policy 4.4 – *Security Based Compensation* of the TSX Venture

Exchange;

“**TSXV Share Limits**” means: (i) the maximum number of Shares issuable to any one Participant under Awards in any 12-month period shall not exceed 5% of the Outstanding Issue (unless requisite disinterested shareholder approval has been obtained to exceed); (ii) the maximum number of Shares issuable to any one Consultant in any 12-month period shall not exceed 2% of the Outstanding Issue; and (iii) Investor Relations Service Providers (within the meaning of TSXV Policy 4.4) (A) may only be granted Options under an Award, (B) the maximum number of Shares issuable to all Investor Relations Service Providers under any Options awarded shall not exceed 2% of the Outstanding Issue in any 12-month period, in each case measured as of the date of grant of an Award, and (C) may not be granted a Cashless Exercise Right;

“**U.S. Participant**” means any Participant who, at any time during the period from the date an Award is granted to the date such award is exercised, redeemed, or otherwise paid to the Participant, is subject to income taxation in the United States on the income received for services provided to the Company or a Subsidiary and who is not otherwise exempt from United States income taxation under the relevant provisions of the U.S. Tax Code or the Canada-U.S. Income Tax Convention, as amended;

“**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

“**U.S. Person**” means a “U.S. person” as defined in Regulation S under the U.S. Securities Act;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;

“**U.S. Tax Code**” means the United States Internal Revenue Code of 1986, as amended; and

“**Vested Awards**” has the meaning described thereto in Section 6.2(5).

## **Section 1.2 Interpretation.**

- (1) Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term “discretion” or “authority” means the sole and absolute discretion of the Board.
- (2) The division of this Plan into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.
- (3) In this Plan, words importing the singular shall include the plural, and *vice versa* and words importing any gender include any other gender.
- (4) The words “including”, “includes” and “include” and any derivatives of such words mean “including (or includes or include) without limitation”. As used herein, the expressions “Article”, “Section” and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Plan, respectively.
- (5) Unless otherwise specified in the Participant’s Grant Agreement, all references to money amounts are to Canadian currency.

- (6) For purposes of this Plan, the legal representatives of a Participant shall only include the administrator, the executor or the liquidator of the Participant's estate or will.
- (7) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

**ARTICLE 2**  
**PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS**

**Section 2.1 Purpose of the Plan.**

The purpose of the Plan is to permit the Company to grant Awards to Eligible Participants, subject to certain conditions as hereinafter set forth, for the following purposes:

- (a) to increase the interest in the Company's welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Company or a Subsidiary;
- (b) to provide an incentive to such Eligible Participants to continue their services for the Company or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Company or a Subsidiary are necessary or essential to its success, image, reputation or activities;
- (c) to reward Participants for their performance of services while working for the Company or a Subsidiary; and
- (d) to provide a means through which the Company or a Subsidiary may attract and retain able Persons to enter its employment or service.

**Section 2.2 Implementation and Administration of the Plan.**

- (1) The Plan shall be administered and interpreted by the board of directors of the Company (the "**Board**") or, if the Board by resolution so decides, by a committee appointed by the Board. If such committee is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements, subject to any required approval.
- (2) Subject to Article 7 and any applicable rules of the Stock Exchange, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of the Plan and/or to address tax or other requirements of any applicable jurisdiction.
- (3) Subject to the provisions of this Plan, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration and operations of the Plan as it may deem necessary or advisable. The Board may delegate to officers or managers of the Company, or committees thereof, the authority, subject to such terms as the Board shall determine, to perform such functions, in whole or in part. Any such delegation by the Board

may be revoked at any time at the Board's sole discretion. The interpretation, administration, construction and application of the Plan and any provisions hereof made by the Board, or by any officer, manager, committee or any other Person to which the Board delegated authority to perform such functions, shall be final and binding on the Company, its Subsidiaries and all Eligible Participants.

- (4) No member of the Board or any Person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder. Members of the Board and any person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action or determination.
- (5) The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares or any other securities in the capital of the Company. For greater clarity, the Company shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares or varying or amending its share capital or corporate structure.

### **Section 2.3 Participation in this Plan.**

- (1) The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant of an Award, the exercise of an Option or transactions in the Shares or otherwise in respect of participation under the Plan. Neither the Company, nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Company and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with such Participant's own tax advisors.
- (2) Participants (and their legal representatives) shall have no legal or equitable right, claim, or interest in any specific property or asset of the Company or any of its Subsidiaries. No asset of the Company or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Company or any of its Subsidiaries under this Plan. Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or the Participant's estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.
- (3) Unless otherwise determined by the Board and subject to Policy 4.4 of the TSX Venture Exchange, the Company shall not offer financial assistance to any Participant in regard to the exercise of any Award granted under this Plan.

- (4) The Board may also require that any Eligible Participant in the Plan 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 U.S. Securities Act, and applicable U.S. state securities laws.
- (5) In connection with an Award to be granted to any Eligible Participant, it shall be the responsibility of such person and the Company to confirm that such person is a *bona fide* Eligible Participant for the purposes of participation under the Plan.

**Section 2.4 Shares Subject to the Plan.**

- (1) Subject to adjustment pursuant to Article 7, the securities that may be acquired by Participants under this Plan shall consist of authorized but unissued Shares from treasury.
- (2) The maximum number of Shares issuable pursuant to outstanding Awards under this Plan shall not exceed 10% of the total number of Shares outstanding at any given time, less any Shares reserved for issuance under the Plan.
- (3) No Award that can be settled in Shares issued from treasury may be granted if such grant would have the effect of causing the total number of Shares subject to such Award to exceed the above-noted total numbers of Shares reserved for issuance pursuant to the settlement of Awards.
- (4) The Plan is an “evergreen” plan, as Shares of the Company covered by Awards which have been exercised or settled, as applicable, and Awards which expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason without having been exercised, will be available for subsequent grant under the Plan and the number of Awards that may be granted under the Plan increases if the total number of issued and outstanding Shares of the Company increases. Shares will not be deemed to have been issued pursuant to the Plan with respect to any portion of an Award that is settled in cash.

**Section 2.5 Limits with respect to other Share Compensation Arrangements, Insiders, Individual Limits, and Annual Grant Limits.**

- (1) The maximum number of Shares issuable pursuant to this Plan and any other Share Compensation Arrangement shall not exceed the limits set out in Section 2.4(2).
- (2) The maximum number of Shares issuable to Eligible Participants who are Insiders (as a group), at any time, under this Plan and any other Share Compensation Arrangement, shall not exceed 10% of the Outstanding Issue at any point in time, unless requisite disinterested shareholder approval has been obtained to exceed.
- (3) The maximum number of Shares issuable to Eligible Participants who are Insiders (as a group), within any one year period, under this Plan and any other Share Compensation Arrangement, shall not exceed 10% of the Outstanding Issue at any point in time, unless requisite disinterested shareholder approval has been obtained to exceed.
- (4) Subject to the policies of the Stock Exchange, any Shares issued or Award granted pursuant to the Plan, or securities issued under any other Share Compensation

Arrangement prior to a Participant becoming an Insider, shall be included for the purposes of the limits set out in Section 2.5(2) and Section 2.5(2).

- (5) Subject to the policies of the Stock Exchange, in the event of the death of a Participant, the legal representative, liquidator, executor or administrator, as the case may be, of the estate of the Participant is not entitled to make a claim in respect of an Award granted to such Participant after the first anniversary of the death of such Participant.
- (6) The TSXV Share Limits shall apply to the Shares issued or issuable under any Award granted under the Plan and any other Share Compensation Arrangement, subject to the Shares being listed for trading on the TSX Venture Exchange.

### **Section 2.6 Granting of Awards.**

Any Award granted under the Plan shall be subject to the requirement that, if at any time the Company shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any Stock Exchange or under any law or regulation of any jurisdiction, or the consent or approval of any Stock Exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant of such Awards or exercise of any Option or the issuance or purchase of Shares thereunder, if applicable, such Award may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Company to apply for or to obtain such listing, registration, qualification, consent or approval.

### **Section 2.7 TSX Venture Exchange Vesting Restrictions.**

While the Shares are listed for trading on the TSX Venture Exchange:

- (a) no Award (other than Options), may vest before the date that is one year following the date the Award is granted or issued, provided that this requirement may be accelerated for a Participant who dies or who ceases to be an Eligible Participant under the provisions hereof in connection with a Change of Control, take-over bid, reverse take-over or other similar transaction; and
- (b) any Options granted to any Investor Relations Service Provider must vest in stages over a period of not less than 12 months, in accordance with the vesting restrictions set out in Section 4.4[c] of Policy 4.4 of the TSX Venture Exchange, and may not be accelerated without prior approval of the TSX Venture Exchange.

### **Section 2.8 Relationship with Prior Plan.**

The Plan supersedes and replaces the Prior Plan, which are terminated and of no force or effect as of the Effective Date. All securities granted under the Prior Plan shall continue to exist and shall remain outstanding in accordance with their terms, provided that from the Effective Date, such securities shall be governed by this Plan.

## **ARTICLE 3 OPTIONS**

### **Section 3.1 Nature of Options.**

An Option is an option granted by the Company to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof. For the avoidance of doubt, no Dividend Equivalents shall be granted in connection with an Option.

### **Section 3.2 Option Awards.**

Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) fix the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted, (iii) determine the price per Share to be payable upon the exercise of each such Option (the “**Option Price**”) and the relevant vesting provisions and the Option Term, the whole subject to the terms and conditions prescribed in this Plan or in any Option Agreement, and any applicable rules of the Stock Exchange.

### **Section 3.3 Option Price.**

The Option Price for Shares that are the subject of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Market Value of such Shares at the time of the grant.

### **Section 3.4 Option Term.**

- (1) The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than ten years from the date the Option is granted (the “**Option Term**”).
- (2) Should the expiration date for an Option fall within a Black-Out 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 Black-Out Period, such tenth Business Day to be considered the expiration date for such Option for all purposes under the Plan.

### **Section 3.5 Exercise of Options.**

Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable at such time or times and/or other vesting conditions as the Board at the time of granting the particular Option, may determine in its sole discretion. For greater certainty, any exercise of Options by a Participant shall be made in accordance with any insider trading policies implemented by the Company.

### **Section 3.6 Method of Exercise and Payment of Purchase Price.**

- (1) Subject to the provisions of the Plan, an Option granted under the Plan shall be exercisable (from time to time as provided in Section 3.5) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering a fully completed Exercise Notice to the Company at its registered office to the attention of the Corporate Secretary of the Company (or the individual that the Corporate Secretary of the Company may from time to time designate) or give notice in



such other manner as the Company may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by full payment, by cash, certified cheque, bank draft or any other form of payment deemed acceptable by the Board of the purchase price for the number of Shares specified therein and, if required by Section 8.2, the amount necessary to satisfy any taxes.

- (2) Upon the exercise, the Company shall, as soon as practicable after such exercise but no later than ten Business Days following such exercise, forthwith cause the transfer agent and registrar of the Shares either to:
  - (a) deliver to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice; or
  - (b) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice to be evidenced by a book position on the register of the shareholders of the Company to be maintained by the transfer agent and registrar of the Shares.
  
- (3) Subject to the rules and policies of the Stock Exchange (including the TSXV Share Limits, as applicable), the Board may, in its discretion and at any time, determine to grant a Participant the right, when entitled to exercise Options, to deal with such Options on a “cashless exercise” basis (the “**Cashless Exercise Right**”). The Board may determine in its discretion that such Cashless Exercise Right, if any, grants a Participant the right to exercise such Options by notice in writing to the Company and receive, without payment of any cash other than pursuant to Section 8.2, that number of Shares, disregarding fractions, that is equal to the quotient obtained by dividing:
  - (a) the product of the number of Options being exercised multiplied by the difference between the Market Value on the day immediately prior to the exercise of the Cashless Exercise Right and the Option Price; and
  - (b) the Market Value on the day immediately prior to the exercise of the Cashless Exercise Right.
  
- (4) In the event the Board grants and the Participant exercises Options pursuant to a Cashless Exercise Right:
  - (a) the Company shall, in respect of a Canadian Participant, make an election pursuant to subsection 110(1.1) of the Tax Act; and
  - (b) the number of Options exercised, and not the number of Shares issued by the Company pursuant to such Cashless Exercise Right shall be included in calculating the limitation in Section 2.4 and Section 2.5 and the TSXV Share Limits, as applicable.

### **Section 3.7      Option Agreements.**

Options shall be evidenced by an Option Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine. The Option Agreement may contain any such terms that the Company considers necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

### **Section 3.8      Incentive Stock Options.**

- (1) ISOs are available only for Participants who are employees of the Company, or a “parent corporation” or “subsidiary corporation” (as such terms are defined in Section 424(e) and (f) of the U.S. Tax Code), on the date the Option is granted. In addition, a Participant who holds an ISO must continue as an employee, except that upon termination of employment the Option will continue to be treated as an ISO for up to three months, after which the Option will no longer qualify as an ISO, except as provided in this Section 3.8(1). A Participant’s employment will be deemed to continue during period of sick leave, military leave or other *bona fide* leave of absence, provided the leave of absence does not exceed three months, or the Participant’s return to employment is guaranteed by statute or contract. If a termination of employment is due to permanent disability, an Option may continue its ISO status for up to one year, and if the termination is due to death, the ISO status may continue for the balance of the Option’s term. Nothing in this Section 3.8(1) will be deemed to extend the original expiry date of an Option.
- (2) A Participant who owns, or is deemed to own, pursuant to Section 424(e) of the U.S. Tax Code, Shares possessing more than 10% of the total combined voting power of all classes of stock of the Company may not be granted an Option that is an ISO unless the Option Price is at least 110% of the Market Value of the Shares, as of the date of the grant, and the Option is not exercisable after the expiration of five years from the date of grant.
- (3) To the extent the aggregate Market Value (determined as of the date of grant) of Shares with respect to which ISOs are exercisable for the first time by a Participant during any calendar year (under all plans of the Company and any affiliates) exceeds US\$100,000, the Options or portions thereof that exceed such limit (according to the order in which they were granted) shall be treated as Options other than ISOs, notwithstanding any contrary provision in the applicable Option Agreement.

## **ARTICLE 4 RESTRICTED SHARE UNITS**

### **Section 4.1      Nature of RSUs.**

A “**Restricted Share Unit**” (or “**RSU**”) is an Award in the nature of a bonus for services rendered that, upon settlement, entitles the recipient Participant to acquire Shares as determined by the Board or to receive the Cash Equivalent or a combination thereof, as the case may be, pursuant and subject to such restrictions and conditions as the Board may determine at the time of grant, unless such RSU expires prior to being settled. Vesting conditions may, without limitation, be based on continuing employment (or other service relationship) and/or achievement of Performance Criteria. Unless otherwise determined by the Board in its discretion, the Award of an RSU is considered a bonus for services rendered in the calendar year in which the Award is made.

**Section 4.2 RSU Awards.**

- (1) The Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs under the Plan, (ii) fix the number of RSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs shall be granted, (iii) determine the relevant conditions and vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and the Restricted Period of such RSUs, (provided, however, that no such Restricted Period, in respect of a Canadian Participant, shall exceed the three years referenced in Section 4.3), and (iv) any other terms and conditions applicable to the granted RSUs, which need not be identical and which, without limitation, may include non-competition provisions, subject to the terms and conditions prescribed in this Plan and in any RSU Agreement.

Subject to the vesting and other conditions and provisions in this Plan and in the RSU Agreement, each vested RSU awarded to a Participant shall entitle the Participant to receive one Share, the Cash Equivalent or a combination thereof upon confirmation by the Board that the vesting conditions (including the Performance Criteria, if any) have been met and no later than the last day of the Restricted Period. For greater certainty, RSUs that are subject to Performance Criteria may not become fully vested by the last day of the Restricted Period.

**Section 4.3 Restricted Period.**

Subject to Section 2.7(a), the applicable restricted period in respect of a particular RSU shall be determined by the Board but in all cases shall end no later than the 31<sup>st</sup> of December of the calendar year which commences three years after the calendar year in which the services for which such RSU is granted were rendered (the “**Restricted Period**”). All unvested RSUs shall be cancelled on the RSU Vesting Determination Date (as such term is defined in Section 4.7) and, in any event, all unvested RSUs shall be cancelled no later than the last day of the Restricted Period.

**Section 4.4 Deferred Payment Date.**

Participants who are Canadian Participants may elect to defer to receive all or any part of the Shares, the Cash Equivalent or a combination thereof, underlying RSUs until one or more Deferred Payment Dates, which dates shall not extend beyond the Restricted Period of the RSUs. Any other Participants may not elect a Deferred Payment Date.

**Section 4.5 Prior Notice of Deferred Payment Date.**

Participants who elect to set a Deferred Payment Date must give the Company written notice of the Deferred Payment Date(s) not later than thirty days prior to the RSU Vesting Determination Date. For certainty, Participants shall not be permitted to give any such notice after the day which is thirty days prior to the expiration of the RSU Vesting Determination Date and a notice once given may not be changed or revoked.

**Section 4.6 Termination after Restricted Period.**

In the event of Termination of the Participant following the RSU Vesting Determination Date and prior to a Deferred Payment Date (as elected by a Participant who is not a U.S. Participant), the Participant shall be entitled to receive, and the Company shall issue forthwith, Shares, the Cash Equivalent or a combination thereof in satisfaction of the RSUs then held by the Participant.

#### **Section 4.7      RSU Vesting Determination Date.**

The vesting determination date means the date on which the Board determines if the Performance Criteria and/or other vesting conditions with respect to an RSU have been met (the “**RSU Vesting Determination Date**”), and as a result, establishes the number of RSUs that become vested, if any. For greater certainty, the RSU Vesting Determination Date must fall after the end of the Performance Period, if any, but no later than the 15<sup>th</sup> of December of the calendar year which commences three years after the calendar year in which the services for which such RSU is granted were rendered. Notwithstanding the foregoing, for any U.S. Participant, the RSU Vesting Determination Date shall occur no later than the 15<sup>th</sup> of March of the calendar year following the end of the Performance Period.

#### **Section 4.8      Settlement of RSUs.**

- (1) Except as otherwise provided in the RSU Agreement, all of the vested RSUs covered by a particular grant shall be settled as soon as practicable and in any event within ten Business Days following their: (i) RSU Vesting Determination Date, or (ii) Deferred Payment Date (the “**RSU Settlement Date**”).
- (2) Settlement of RSUs shall take place promptly following the RSU Settlement Date, and shall take the form determined by the Board, in its sole discretion. Settlement of RSUs shall be subject to Section 8.2 and shall take place through:
  - (a) in the case of settlement of RSUs for their Cash Equivalent, delivery of a cheque to the Participant representing the Cash Equivalent;
  - (b) in the case of settlement of RSUs for Shares (which may include Shares purchased in the secondary market by a trustee or administrative agent appointed by the Board):
    - (i) delivery to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) of a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall be entitled to receive (unless the Participant intends to simultaneously dispose of any such Shares); or
    - (ii) in the case of Shares issued in uncertificated form, issuance of the aggregate number of Shares as the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall be entitled to receive, to be evidenced by a book position on the register of the shareholders of the Company to be maintained by the transfer agent and registrar of the Shares; or
  - (c) in the case of settlement of the RSUs for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.
- (3) Notwithstanding the foregoing, for any U.S. Participant, the RSU Settlement Date and delivery of Shares or Cash Equivalent, if any, shall each occur no later than the 15<sup>th</sup> of March of the calendar year following the end of the Performance Period.

**Section 4.9 Determination of Amounts.**

- (1) For purposes of determining the Cash Equivalent of RSUs to be made pursuant to Section 4.8, such calculation will be made on the RSU Settlement Date based on the Market Value on the RSU Settlement Date multiplied by the number of vested RSUs in the Participant's Account to settle in cash.
- (2) For the purposes of determining the number of Shares to be issued or delivered to a Participant upon settlement of RSUs pursuant to Section 4.8, such calculation will be made on the RSU Settlement Date based on the whole number of Shares equal to the whole number of vested RSUs then recorded in the Participant's Account to settle in Shares.

**Section 4.10 RSU Agreements.**

RSUs shall be evidenced by an RSU Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. The RSU Agreement may contain any such terms that the Company considers necessary in order that the RSU will comply with any provisions respecting restricted share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

**Section 4.11 Award of Dividend Equivalents.**

Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of unvested RSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares, as a bonus for services rendered in the year such cash dividends are declared, as if the Participant was a shareholder of record of Shares on the relevant record date (including RSUs in which the RSU Vesting Determination Date has been met, but the Shares have not been issued due to a Deferred Payment Date).

Any Dividend Equivalent will be settled at the same time as the RSUs to which such Dividend Equivalent relates.

In the event that the Participant's applicable RSUs do not vest, all Dividend Equivalents, if any, associated with such RSUs will be forfeited by the Participant and returned to the Company's account.

**ARTICLE 5  
DEFERRED SHARE UNITS**

**Section 5.1 Nature of DSUs.**

A "Deferred Share Unit" (or "DSU") is an Award attributable to a Participant's duties as a director of the Company and that, upon settlement, entitles the recipient Participant to receive such number of Shares (which may include Shares purchased in the secondary market by a trustee or administrative agent appointed by the Board) as determined by the Board, or to receive the Cash Equivalent or a combination thereof, as the case may be, and is payable after Termination of Service of the Participant.

**Section 5.2 DSU Awards.**

The Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive DSU Awards under the Plan, (ii) fix the number of DSU Awards to be granted to each

Eligible Participant, and (iii) fix the date or dates on which such DSU Awards shall be granted, subject to the terms and conditions prescribed in this Plan and in any DSU Agreement. Each DSU awarded shall entitle the Participant to one Share, or the Cash Equivalent, or a combination thereof.

### **Section 5.3 Payment of Annual Base Compensation.**

- (1) Subject to the Board determining otherwise, each Participant may elect to receive in DSUs any portion or all of their Annual Base Compensation by completing and delivering a written election to the Company on or before the 5<sup>th</sup> day of November of the calendar year ending immediately before the calendar year with respect to which the election is made. Such election will be effective with respect to compensation payable for fiscal quarters beginning during the calendar year following the date of such election. Elections hereunder shall be irrevocable with respect to compensation earned during the period to which such election relates.
- (2) Further, where an individual becomes a Participant for the first time during a fiscal year and, for individuals that are U.S. Participants, such individual has not previously participated in a plan that is required to be aggregated with this Plan for purposes of Section 409A of the U.S. Tax Code, such individual may elect to defer Annual Base Compensation with respect to fiscal quarters of the Company commencing after the Company receives such individual's written election, which election must be received by the Company no later than 30 days after the later of the Plan's adoption or such individual's appointment as a Participant. For greater certainty, new Participants will not be entitled to receive DSUs for any Annual Base Compensation earned pursuant to an election for the quarter in which they submit their first election to the Company or any previous quarter.
- (3) All DSUs granted with respect to Annual Base Compensation will be credited to the Participant's Account when such Annual Base Compensation is payable (the "**Grant Date**").
- (4) The Participant's Account will be credited with the number of DSUs calculated to the nearest thousandths of a DSU, determined by dividing the dollar amount of compensation payable in DSUs on the Grant Date by the Market Value of the Shares. Fractional DSUs will not be issued and any fractional entitlements will be rounded down to the nearest whole number.

### **Section 5.4 Additional Deferred Share Units.**

In addition to DSUs granted pursuant to Section 5.3, the Board may award such number of DSUs to a Participant as the Board deems advisable to provide the Participant with appropriate equity- based compensation for the services they render to the Company or its Subsidiaries. The Board shall determine the date on which such DSUs may be granted and the date as of which such DSUs shall be credited to a Participant's Account. An award of DSUs pursuant to this Section 5.4 shall be subject to a DSU Agreement evidencing the Award and the terms applicable thereto.

### **Section 5.5 Settlement of DSUs.**

- (1) A Participant may receive their Shares, or Cash Equivalent, or a combination thereof, to which such Participant is entitled upon Termination of Service, by filing a redemption notice on or before the 15<sup>th</sup> day of December of the first calendar year commencing after

the date of the Participant's Termination of Service. Notwithstanding the foregoing, if any Participant does not file such notice on or before that 15<sup>th</sup> day of December, the Participant will be deemed to have filed the redemption notice on the 15<sup>th</sup> day of December (the date of the filing or deemed filing of the redemption notice, the "**Filing Date**"). In all cases for each U.S. Participant, the U.S. Participant will be deemed to have filed the redemption notice on the date of their Termination of Service.

- (2) The Company will make payment of the DSU Settlement Amount as soon as reasonably possible following the Filing Date and in any event no later than the end of the first calendar year commencing after the Participant's Termination of Service. In all cases for each U.S. Participant, the Company will make payment of the DSU Settlement Amount as soon as reasonably possible following the Filing Date and in any event no later than the 1<sup>st</sup> day of March of the calendar year following Termination of Service.
- (3) In the event of the death of a Participant, the Company will, subject to Section 8.2, make payment of the DSU Settlement Amount within two months of the Participant's death to or for the benefit of the legal representative of the deceased Participant. For the purposes of the calculation of the DSU Settlement Amount, the Filing Date shall be the date of the Participant's death.
- (4) Subject to Section 2.7(a) and the terms of the DSU Agreement, including the satisfaction or, at the discretion of the Board, waiver of any vesting conditions, settlement of DSUs shall take place promptly following the Filing Date, and take the form as determined by the Board, in its sole discretion. Settlement of DSUs shall be subject to Section 8.2 and shall take place through:
  - (a) in the case of settlement of DSUs for their Cash Equivalent, delivery of a cheque to the Participant representing the Cash Equivalent;
  - (b) in the case of settlement of DSUs for Shares:
    - (i) delivery to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) of a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall be entitled to receive (unless the Participant intends to simultaneously dispose of any such Shares); or
    - (ii) in the case of Shares issued in uncertificated form, issuance of the aggregate number of Shares as the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall be entitled to receive, to be evidenced by a book position on the register of the shareholders of the Company to be maintained by the transfer agent and registrar of the Shares; or
  - (c) in the case of settlement of the DSUs for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.

**Section 5.6 Determination of DSU Settlement Amount.**

- (1) For purposes of determining the Cash Equivalent of DSUs to be made pursuant to Section 5.5 such calculation will be made on the Filing Date based on the Market Value on the Filing Date multiplied by the number of vested DSUs in the Participant's Account to settle in cash.
- (2) For the purposes of determining the number of Shares to be issued or delivered to a Participant upon settlement of DSUs pursuant to Section 5.5, such calculation will be made on the Filing Date based on the whole number of Shares equal to the whole number of vested DSUs then recorded in the Participant's Account to settle in Shares.

**Section 5.7 DSU Agreements.**

DSUs shall be evidenced by a DSU Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. The DSU Agreement may contain any such terms that the Company considers necessary in order that the DSU will comply with any provisions respecting deferred share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

**Section 5.8 Award of Dividend Equivalents.**

Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of DSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. However, to the extent that Dividend Equivalents awarded under this Section 5.8 entitle Participants to receive additional DSUs, the maximum aggregate number of Shares that might possibly be issued to satisfy this obligation must be included in the grant limits in Section 2.4(2), clause (i) and (ii) of the defined term "TSXV Share Limits" and Section 2.5(2) and Section 2.5(2), and if the Company does not have a sufficient number of Shares available under this Plan to satisfy its obligations in respect of such Dividend Equivalents it shall make payments in cash. All Dividend Equivalents will be settled at the same time as the underlying DSUs pursuant to Section 5.5.

**ARTICLE 6  
GENERAL CONDITIONS**

**Section 6.1 General Conditions Applicable to Awards.**

Each Award, as applicable, shall be subject to the following conditions:

- (1) Vesting Period. Subject to Section 2.7(a), each Award granted hereunder shall vest in accordance with the terms of the Grant Agreement entered into in respect of such Award. The Board has the right to accelerate the date upon which any Option or RSU becomes exercisable notwithstanding the vesting schedule set forth for such Option or RSU, as applicable, regardless of any adverse or potentially adverse tax consequence resulting from such acceleration.
- (2) Employment. Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee by the Company or a Subsidiary to the Participant of employment or another service relationship with the Company or a Subsidiary. The granting of an Award to a Participant



shall not impose upon the Company or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Company or any of its Affiliates in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.

- (3) Grant of Awards. Eligibility to participate in this Plan does not confer upon any Eligible Participant any right to be granted Awards pursuant to this Plan. Granting Awards to any Eligible Participant does not confer upon any Eligible Participant the right to receive nor preclude such Eligible Participant from receiving any additional Awards at any time. The extent to which any Eligible Participant is entitled to be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's relationship or employment with the Company or any Subsidiary.
- (4) Rights as a Shareholder. Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares covered by such Participant's Awards by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and Shares have been issued in respect thereof. Subject to Section 4.11 and Section 5.8, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Shares have been issued.
- (5) Conformity to Plan. In the event that an Award is granted, or a Grant Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.
- (6) Non-Transferrable Awards. Each Award granted under the Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of the deceased Participant. No Award granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of on pain of nullity.
- (7) Participant's Entitlement. Except as otherwise provided in this Plan or unless the Board permits otherwise, upon any Subsidiary of the Company ceasing to be a Subsidiary of the Company, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a director, executive officer, employee or Consultant of such Subsidiary of the Company and not of the Company itself, whether or not then exercisable, shall automatically terminate on the date of such change.

## **Section 6.2      General Conditions Applicable to Options.**

Each Option shall be subject to the following conditions:

- (1) Termination for Cause. Upon a Participant ceasing to be an Eligible Participant for Cause, any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately. For the purposes of the Plan, the determination by the Company that the Participant was discharged for Cause shall be binding on the Participant. “Cause” shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Company’s codes of conduct and any other reason determined by the Company to be cause for termination.
- (2) Termination not for Cause. Upon a Participant ceasing to be an Eligible Participant as a result of such Participant’s employment or service relationship with the Company or a Subsidiary being terminated without Cause, (i) any unvested Option granted to such Participant shall terminate and become void immediately and (ii) any vested Option granted to such Participant may be exercised by such Participant. Unless otherwise determined by the Board, in its sole discretion, such Option shall only be exercisable within the earlier of 90 days after the Termination Date, or the expiry date of the Option set forth in the Grant Agreement, after which the Option will expire. Notwithstanding the foregoing, any vested Option must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an Eligible Participant under this Plan.
- (3) Resignation. Upon a Participant ceasing to be an Eligible Participant as a result of such Participant’s resignation from the Company or a Subsidiary, (i) each unvested Option granted to such Participant shall terminate and become void immediately upon resignation, and (ii) unless otherwise determined by the Board, in its sole discretion, each vested Option granted to such Participant will cease to be exercisable on the earlier of the 90 days following the Termination Date and the expiry date of the Option set forth in the Grant Agreement, after which the Option will expire. Notwithstanding the foregoing, any vested Option must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an Eligible Participant under this Plan.
- (4) Permanent Disability/Retirement. Upon a Participant ceasing to be an Eligible Participant by reason of retirement (in accordance with any retirement policy implemented by the Company from time to time) or permanent disability, (i) any unvested Option shall terminate and become void immediately, and (ii) any vested Option will cease to be exercisable on the earlier of the 90 days from the date of retirement or the date on which the Participant ceases such Participant’s employment or service relationship with the Company or any Subsidiary by reason of permanent disability, and the expiry date of the Option set forth in the Grant Agreement, after which the Option will expire.
- (5) Death. Upon a Participant ceasing to be an Eligible Participant by reason of death, any vested Option granted to such Participant may be exercised by the liquidator, executor or administrator, as the case may be, of the estate of the Participant for that number of Shares only which such Participant was entitled to acquire under the respective Options (the “Vested Awards”) on the date of such Participant’s death. Such Vested Awards shall only be exercisable within 12 months after the Participant’s death or prior to the expiration of the original term of the Options whichever occurs earlier.

### **Section 6.3      General Conditions Applicable to RSUs.**

Each RSU shall be subject to the following conditions:

- (1) Termination for Cause and Resignation. Upon a Participant ceasing to be an Eligible Participant for Cause or as a result of such Participant's resignation from the Company or a Subsidiary, the Participant's participation in the Plan shall be terminated immediately, all RSUs credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights to Shares or Cash Equivalent or a combination thereof that relate to such Participant's unvested RSUs shall be forfeited and cancelled on the Termination Date. The Participant shall not receive any payment in lieu of cancelled RSUs that have not vested.
- (2) Death or Termination. Upon a Participant ceasing to be an Eligible Participant as a result of (i) death, (ii) retirement, (iii) Termination for reasons other than for Cause, (iv) such Participant's employment or service relationship with the Company or a Subsidiary being terminated by reason of injury or disability, or (v) becoming eligible to receive long-term disability benefits, all unvested RSUs in the Participant's Account as of such date relating to a Restricted Period in progress shall be terminated, and the Participant shall not receive any payment in lieu of cancelled RSUs.

General. For greater certainty, where a Participant's employment or service relationship with the Company or a Subsidiary is terminated pursuant to Section 6.3(1) or Section 6.3(2) following the satisfaction of all vesting conditions in respect of particular RSUs but before receipt of the corresponding distribution or payment in respect of such RSUs, the Participant shall remain entitled to such distribution or payment provided such distribution or payment is made within a reasonable period, not exceeding 12 months, following termination of such Participant's employment or service relationship.

## ARTICLE 7 ADJUSTMENTS AND AMENDMENTS

### **Section 7.1      Adjustment to Shares.**

In the event of (i) any subdivision of the Shares into a greater number of Shares, (ii) any consolidation of Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Shares, (iv) any merger, amalgamation or consolidation of the Company with or into another corporation, or (v) any distribution to all holders of Shares or other securities in the capital of the Company, of cash, evidences of indebtedness or other assets of the Company (excluding an ordinary course dividend in cash or Shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Company or one of its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit) or any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the required approval of any Stock Exchange, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including, without limitation:

- (a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;
- (b) adjustments to the number of Shares to which the Participant is entitled upon exercise of such Award; or

- (c) adjustments to the number or kind of Shares reserved for issuance pursuant to the Plan.

**Section 7.2 Change of Control.**

- (1) In the event of a potential Change of Control, the Board shall have the power, in its sole discretion, subject to Section 7.3, to modify the terms of this Plan and/or the Awards to assist the Participants to tender into a take-over bid or to participate in any other transaction leading to a Change of Control.
- (2) If the Company completes a transaction constituting a Change of Control and within 12 months following the Change of Control, (i) a Participant who was also an officer or employee of, or Consultant to, the Company prior to the Change of Control has their position, employment or Consulting Agreement terminated, or the Participant is constructively dismissed, or (ii) a director ceases to act in such capacity, then all unvested RSUs shall immediately vest and shall be paid out notwithstanding the RSU Vesting Determination Date and any Deferred Payment Date, and all unvested Options shall vest and become exercisable, provided that any acceleration of the vesting of Options issued to any Investor Relations Service Provider may not be accelerated without the prior approval of the TSX Venture Exchange. Any Options that become exercisable pursuant to this Section 7.2(2) shall remain open for exercise until the earlier of their expiry date as set out in the Grant Agreement and the date that is 90 days after such termination or dismissal.

Notwithstanding any other provision of this Plan, this Section 7.2 shall not apply with respect to any DSUs held by a Participant where such DSUs are governed under paragraph 6801(d) of the regulations under the Tax Act or any successor to such provision.

- (3) Notwithstanding any other provision of this Plan, for all U.S. Participants, “Change of Control” as defined herein shall be as “Change in Control” is defined in 409A of the U.S. Tax Code.

**Section 7.3 Amendment or Discontinuance of the Plan.**

- (1) The Board may suspend or terminate the Plan at any time. Notwithstanding the foregoing, any suspension or termination of the Plan shall be such that the provisions of the Plan relating to DSUs granted to Canadian Participants continuously meet the requirements of paragraph 6801(d) of the regulations under the Tax Act or any successor to such provision and that the provisions of the Plan relating to RSUs granted to Canadian Participants continuously meet the requirements of paragraph (k) of the definition of “salary deferral arrangement” in the Tax Act or any successor to such provision.
- (2) The Board may from time to time, in its absolute discretion and without approval of the shareholders of the Company make the following types of amendments to this Plan or any Award, subject to any regulatory or Stock Exchange requirement at the time of such amendment:
  - (a) amendments of a “housekeeping” nature, including any amendment that is necessary to: (i) clarify an existing provision of the Plan; (ii) correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;

- (iii) comply with applicable law or the requirements of the Stock Exchange or any other regulatory body; or (iv) correct any grammatical or typographical errors in the Plan; and
- (b) amendments regarding the administration of the Plan.
- (3) With approval of the shareholders of the Company (including disinterested shareholder approval, as applicable) and subject to any regulatory or Stock Exchange requirement at the time of such amendment, the Board may amend this Plan, or any Award, including amendments to the provisions of this Plan that:
  - (a) amend the definition of an Eligible Participant under the Plan;
  - (b) increase the maximum number of Shares issuable under the Plan (either as a fixed number or fixed percentage of the Outstanding Issue), except in the event of an adjustment pursuant to Article 7;
  - (c) increase the maximum number of Shares that may be (A) issuable to Insiders at any time, or (B) issued to Insiders under the Plan and any other proposed or established Share Compensation Arrangement in a one-year period, except in case of an adjustment pursuant to Article 7;
  - (d) increase the maximum number of Shares that may be issuable to any one person, within a one-year period;
  - (e) amend the method for determining the Option Price;
  - (f) extend the maximum term of any Award;
  - (g) amend the expiry and termination provisions applicable to an Award; and
  - (h) amend the amendment provisions of the Plan.
- (4) While the Shares are listed for trading on the TSX Venture Exchange, disinterested shareholder approval will be required for any decrease in the Option Price or extension of the Option Term for any Options held by Insiders.
- (5) Notwithstanding the foregoing, any amendment of the Plan shall be such that the Plan relating to DSUs granted to Canadian Participants continuously meet the requirements of paragraph 6801(d) of the regulations under the Tax Act or any successor to such provision and that the provisions of the Plan relating to RSUs granted to Canadian Participants continuously meet the requirements of paragraph (k) of the definition of “salary deferral arrangement” in the Tax Act or any successor to such provision.

#### **Section 7.4 TSX Venture Exchange Approval of Adjustments.**

While the Shares are listed for trading on the TSX Venture Exchange, any adjustment, other than in connection with a subdivision of the Shares into a greater number of Shares pursuant to Section 7.1(a) or a consolidation of Shares into a lesser number of Shares pursuant to Section 7.1(b), to any Award pursuant to the provisions hereof is subject to the prior acceptance of the TSX Venture Exchange, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

## ARTICLE 8 MISCELLANEOUS

### **Section 8.1      Use of an Administrative Agent.**

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under the Plan, including for the purposes of making secondary market purchases of Shares for delivery on settlement of an Award, if applicable, and to act as agent to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Company and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

### **Section 8.2      Tax Withholding.**

Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of such withholdings, including in respect of applicable taxes and source deductions, as the Company determines. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, the withholding may be satisfied in such manner as the Company determines, subject to compliance with the policies of the TSX Venture Exchange, including by (a) having the Participant elect to have the appropriate number of such Shares sold by the Company, the Company's transfer agent and registrar or any trustee appointed by the Company pursuant to Section 8.1, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Company, which will in turn remit such amounts to the appropriate governmental authorities, or (b) any other mechanism as may be required or determined by the Company as appropriate.

### **Section 8.3      US Tax Compliance.**

- (1) DSU Awards granted to U.S. Participants are intended to comply with, and Option and RSU Awards granted to U.S. Participants are intended to be exempt from, all aspects of Section 409A of the U.S. Tax Code and related regulations ("**Section 409A**"). Notwithstanding any provision to the contrary, all taxes associated with participation in the Plan, including any liability imposed by Section 409A, shall be borne by the U.S. Participant.
- (2) For purposes of interpreting and applying the provisions of any DSU or other Award to subject to Section 409A, the term "termination of employment" or similar phrase will be interpreted to mean a "separation from service," as defined under Section 409A, provided, however, that with respect to an Award subject to the Tax Act, if the Tax Act requires a complete termination of the employment relationship to receive the intended tax treatment, then "termination of employment" will be interpreted to only include a complete termination of the employment relationship.
- (3) If payment under any DSU or other Award subject to Section 409A is in connection with the U.S. Participant's separation from service, and at the time of the separation from service the Participant is subject to the U.S. Tax Code and is considered a "specified employee" (within the meaning of Section 409A), then any payment that would otherwise be payable during the six-month period following the separation from service will be delayed until after the expiration of the six-month period, to the extent necessary to avoid taxes and penalties under Section 409A, provided that any amounts that would

have been paid during the six-month period may be paid in a single lump sum on the first day of the seventh month following the separation from service and provided that such treatment is not inconsistent with the policies of the TSX Venture Exchange.

#### **Section 8.4 Clawback.**

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or Stock Exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or Stock Exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or Stock Exchange listing requirement). Without limiting the generality of the foregoing, the Board may provide in any case that outstanding Awards (whether or not vested or exercisable) and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards will be subject to forfeiture and disgorgement to the Company, with interest and other related earnings, if the Participant to whom the Award was granted violates (i) a non-competition, non-solicitation, confidentiality or other restrictive covenant by which such Participant is bound, or (ii) any policy adopted by the Company applicable to the Participant that provides for forfeiture or disgorgement with respect to incentive compensation that includes Awards under the Plan. In addition, the Board may require forfeiture and disgorgement to the Company of outstanding Awards and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards, with interest and other related earnings, to the extent required by law or applicable Stock Exchange listing standards, including and any related policy adopted by the Company. Each Participant, by accepting or being deemed to have accepted an Award under the Plan, agrees to cooperate fully with the Board, and to cause any and all permitted transferees of the Participant to cooperate fully with the Board, to effectuate any forfeiture or disgorgement required hereunder. Neither the Board nor the Company nor any other person, other than the Participant and such Participant's permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or such Participant's permitted transferees, if any, that may arise in connection with this Section 8.4.

#### **Section 8.5 Securities Law Compliance.**

- (1) The Plan (including any amendments to it), the terms of the grant of any Award under the Plan, the grant of any Award and exercise of any Option, and the Company's obligation to sell and deliver Shares in respect of any Awards, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of applicable Stock Exchanges and to such approvals by any regulatory or governmental agency as may, as determined by the Company, be required. The Company shall not be obliged by any provision of the Plan or the grant of any Award hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.
- (2) No Awards shall be granted in the United States or to U.S. Persons and no Shares shall be issued in the United States or to U.S. Persons pursuant to any such Awards unless such Shares are registered under the U.S. Securities Act and any applicable state securities laws or an exemption from such registration is available. Any Awards granted in the United States or to U.S. Persons, and any Shares issued pursuant thereto, pursuant to an exemption from registration under the U.S. Securities Act and applicable state securities laws, will be "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act). Any certificate or instrument representing Awards granted in the United States or to U.S. Persons or Shares issued in the United States or to U.S. Persons pursuant to such Awards pursuant to an exemption from registration under the U.S. Securities Act and applicable state securities laws shall bear substantially

the following legend restricting transfer under applicable United States federal and state securities laws:

THE SECURITIES REPRESENTED HEREBY [and for Awards, the following will be added: AND THE SECURITIES ISSUABLE PURSUANT HERETO] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (1) RULE 144 THEREUNDER, IF AVAILABLE, OR (2) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN CONNECTION WITH ANY TRANSFERS PURSUANT TO (C)(1) OR (D) ABOVE, THE SELLER HAS FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY, TO THAT EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

For Options Include:

THE OPTIONS REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THE OPTIONS REPRESENTED HEREBY MAY NOT BE EXERCISED IN THE UNITED STATES OR BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON OR A PERSON IN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES LAWS AND APPLICABLE STATE SECURITIES LAWS. AS USED HEREIN, THE TERMS "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS ASCRIBED TO THEM IN REGULATIONS UNDER THE U.S. SECURITIES ACT.

- (3) Options issued in the United States or to U.S. Persons may not be exercised in the United States or by, or on behalf of, a U.S. Person unless exemptions are available from the registration requirements of the U.S. Securities Act and applicable state securities laws.
- (4) No Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of the Plan or of the Shares under the securities laws of any jurisdiction or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.
- (5) The Company shall have no obligation to issue any Shares pursuant to this Plan unless upon official notice of issuance such Shares shall have been duly listed with a Stock Exchange. Shares issued, sold or delivered to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws.



- (6) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Company to issue such Shares shall terminate and any funds paid to the Company in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

**Section 8.6 Reorganization of the Company.**

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

**Section 8.7 Quotation of Shares.**

So long as the Shares are listed on one or more Stock Exchanges, the Company must apply to such Stock Exchange or Stock Exchanges for the listing or quotation, as applicable, of the Shares underlying the Awards granted under the Plan, however, the Company cannot guarantee that such Shares will be listed or quoted on any Stock Exchange.

**Section 8.8 No Fractional Shares.**

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

**Section 8.9 Governing Laws.**

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

**Section 8.10 Severability.**

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

**Section 8.11 Effective Date of the Plan.**

The Plan was adopted by the Board on •, 2025 and approved by the shareholders of the Company

## **SCHEDULE “B” AUDIT COMMITTEE CHARTER**

### **Purpose**

The committee will assist the Board of Directors of the Company (the “**Board**”) in fulfilling its responsibilities. The committee will review the financial reporting process, the system of internal control and management of financial risks, the audit process, and the Company’s process for monitoring compliance with laws and regulations and its own code of business conduct as it relates to financial reporting and disclosure. In performing its duties, the committee will maintain effective working relationships with the Board, management, and the external auditors and monitor the independence of those auditors. The committee will also be responsible for reviewing the Company’s financial strategies, its financing plans and its use of the equity and debt markets.

To perform his or her role effectively, each committee member will obtain an understanding of the responsibilities of committee membership as well as the Company’s business, operations and risks.

### **Committee Membership**

The Committee shall consist of no fewer than three members, a majority of whom shall not be officers or employees of the Company or any of its affiliates and who shall meet the independence requirements of Canadian securities laws and the Toronto Stock Exchange. The members and chair of the Committee shall be appointed and removed by the Board in accordance with the rules of the Nominating and Governance Committee.

### **Committee Meetings**

The Committee shall meet quarterly each year. The Chairman will schedule regular meetings, and additional meetings may be held at the request of two or more members of the Committee, the CEO, or the Chairman of the Board. External auditors may convene a special meeting if they consider that it is necessary.

The Committee may invite such other persons (e.g. the CEO) to its meetings, as it deems appropriate. The external auditors should be present at each quarterly audit committee meeting and should be expected to comment on the financial statements in accordance with best practices.

The Committee shall keep adequate minutes of all its proceedings, and the Committee Chairman will report its actions to the next meeting of the Board. Committee members will be furnished with copies of the minutes of each Committee meeting and any action taken by unanimous consent.

## **COMMITTEE AUTHORITY AND RESPONSIBILITIES**

In carrying out its responsibilities, the Committee will:

1. Gain an understanding of whether internal control recommendations made by external auditors have been implemented by management.
2. Gain an understanding of the current areas of greatest financial risk and whether management is managing these effectively.
3. Review the Company’s strategic and financing plans to assist the Board’s understanding of the underlying financial risks and the financing alternatives.
4. Review management’s plans to access the equity and debt markets and to provide the Board with advice and commentary.

5. Review significant accounting and reporting issues, including recent professional and regulatory pronouncements, and understand their impact on the financial statements.
6. Review any legal matters which could significantly impact the financial statements as reported on by the general counsel and meet with outside counsel whenever deemed appropriate.
7. Review the annual and quarterly financial statements including Management's Discussion and Analysis 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 generally accepted accounting principles, stock exchange requirements and governmental regulations.
8. Pay particular attention to complex and/or unusual transactions such as those involving derivative instruments and consider the adequacy of disclosure thereof.
9. Focus on judgmental areas, for example those involving valuation of assets and liabilities and other commitments and contingencies.
10. Review audit issues related to the Company's material associated and affiliated companies that may have a significant impact on the Company's equity investment.
11. Meet with management and the external auditors to review the annual financial statements and the results of the audit.
12. Assess the fairness of the interim financial statements and disclosures, and obtain explanations from management on whether:
  - (a) actual financial results for the interim period varied significantly from budgeted or projected results;
  - (b) generally accepted accounting principles have been consistently applied;
  - (c) there are any actual or proposed changes in accounting or financial reporting practices; and
  - (d) there are any significant or unusual events or transactions which require disclosure and, if so, consider the adequacy of that disclosure.
13. Review the external auditors' proposed audit scope and approach and ensure no unjustifiable restriction or limitations have been placed on the scope.
14. Review the performance of the external auditors and approve in advance provision of services other than auditing.
15. Consider the independence of the external auditors, including reviewing the range of services provided in the context of all consulting services bought by the Company.
16. Make recommendations to the Board regarding the reappointment of the external auditors.
17. Meet separately with the external auditors to discuss any matters that the committee or auditors believe should be discussed privately.

18. Endeavour to cause the receipt and discussion on a timely basis of any significant findings and recommendations made by the external auditors.
19. Obtain regular updates from management and the Company's legal counsel regarding compliance matters, as well as certificates from the Chief Financial Officer as to required statutory payments and bank covenant compliance and from senior operating personnel as to permit compliance.
20. Ensure that the Board is aware of matters which may significantly impact the financial condition or affairs of the business.
21. Perform other functions as requested by the full Board.
22. If necessary, institute special investigations and, if appropriate, hire special counsel or experts to assist.
23. Review and update the charter;
24. Receive approval of changes from the Board.