

CASTLEBAR CAPITAL CORP.

**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON OCTOBER 16, 2024**

The annual and special meeting (the “**Meeting**”) of the shareholders of Castlebar Capital Corp. (the “**Corporation**”) will be held at the office of the Corporation’s legal counsel, WeirFoulds LLP, offices located at Suite 4100 - 66 Wellington Street West, Toronto, Ontario M5K 1B7 at 10:00 a.m. (Eastern time) to:

1. receive and consider the Corporation’s financial statements for the fiscal years ended December 31, 2023 and 2022, together with the reports of the auditors;
2. to fix the number of directors of the Corporation within the minimum and maximum permitted by its Articles of Incorporation at five (5);
3. elect five directors of the Corporation for the ensuing year;
4. appoint the auditors of the Corporation to hold office until the close of the next annual meeting of shareholders and authorize the directors to fix their remuneration as such;
5. to consider, and if deemed appropriate, to pass, with or without variation, an ordinary resolution of disinterested shareholders of the Corporation approving the Corporation’s new equity incentive plan (the “**Equity Incentive Plan**”); and
6. transact such other business as may properly be brought before the Meeting or any adjournment thereof.

The specific details of the matters proposed to be put before the Meeting are set forth in the management information circular of the Corporation accompanying this notice.

If you are a registered shareholder of the Corporation and are unable to attend the Meeting in person, please date and execute the accompanying form of proxy and return it in the envelope provided to Computershare Investor Services Inc., 3rd floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9, by no later than 10:00 a.m. (Eastern time) on October 11, 2024.

If you are not a registered shareholder of the Corporation and receive these materials through your broker or through another intermediary, please complete and return the form of proxy in accordance with the instructions provided to you by your broker or by the other intermediary. Failure to do so may result in your shares not being eligible to be voted by proxy at the Meeting.

DATED at Vancouver, British Columbia this 16th day of September, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ “*Gary Economo*”

GARY ECONOMO

Chief Executive Officer and Director

CASTLEBAR CAPITAL CORP.
(the “Corporation”)

**INFORMATION CIRCULAR FOR THE ANNUAL AND SPECIAL MEETING
TO BE HELD ON OCTOBER 16, 2024**

PROXIES

Solicitation of Proxies

This management information circular (the “**Circular**”) is furnished in connection with the solicitation of proxies for use at the annual and special meeting (the “**Meeting**”) of our shareholders to be held on October 16, 2024, at the offices of the Corporation’s legal counsel, WeirFoulds LLP, located at Suite 4100 - 66 Wellington Street West, Toronto, Ontario M5K 1B7, and at any adjournment thereof. The form of proxy must be addressed to and reach our Transfer Agent, c/o Computershare Investor Services Inc., 3rd floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9, Attention: Proxy Department, not less than 48 hours before the time for holding the Meeting or any adjournment thereof. Only shareholders of record at the close of business on October 11, 2024, will be entitled to vote at the Meeting, unless that shareholder has transferred any shares subsequent to that date and the transferee shareholder, not later than 10 days before the Meeting, establishes ownership of the shares and demands that the transferee’s name be included on the list of shareholders.

Unless otherwise specified, all information in this Circular is given as of September 16, 2024.

The instrument appointing a proxy must be in writing and must be executed by you or your attorney authorized in writing or, if you are a corporation, under your corporate seal or by a duly authorized officer or attorney of the corporation.

The persons named in the enclosed form of proxy are officers and/or directors of the Corporation. As a shareholder you have the right to appoint a person, who need not be a shareholder, to represent you at the Meeting. To exercise this right you should insert the name of the desired representative in the blank space provided on the applicable form of proxy and strike out the other names or submit another appropriate proxy.

Advice to Beneficial Holders of Common Shares

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

National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators requires Nominees to forward the Meeting materials to non-registered holders to seek their voting instructions in advance of the Meeting. Shares held by Nominees

can only be voted in accordance with the instructions of the non-registered holder. The Nominees often have their own form of proxy, mailing procedures and provide their own return instructions. If you wish to vote by proxy, you should carefully follow the instructions from the Nominee in order to ensure that your shares are voted at the Meeting. The form of proxy supplied to a non-registered holder by its broker (or the agent of the broker) is substantially similar to the form of proxy provided directly to registered shareholders by the Corporation. However, its purpose is limited to instructing the registered shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the non-registered holder.

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

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

Revocability of Proxy

You may revoke your proxy at any time prior to a vote. If you or the person you give your proxy to attend personally at the Meeting you or such person may revoke the proxy and vote in person. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing executed by you or your attorney authorized in writing or, if you are a corporation, under your corporate seal or by a duly authorized officer or attorney of the corporation. To be effective the instrument in writing must be deposited either at our head office at any time up to and including the last business day before the day of the Meeting, or any adjournment thereof, at which the proxy is to be used, or with the chairman of the Meeting on the day of the Meeting, or any adjournment thereof.

Persons Making the Solicitation

This solicitation is made on behalf of the Corporation’s management. The Corporation will bear the costs incurred in the preparation and mailing of the form of proxy, notice of annual and special meeting and this Circular. In addition to mailing form of proxy, proxies may be solicited by personal interviews, or by other means of communication, by our directors, officers and employees who will not be remunerated therefor.

Exercise of Discretion by Proxy

The common shares represented by proxy in favour of management nominees will be voted on by poll at the Meeting. Where you specify a choice with respect to any matter to be acted upon the shares will be voted on by poll in accordance with the specification so made. If you do not provide instructions your shares will be voted in favour of the matters to be acted upon as set out herein. The persons appointed under the form of proxy which we have furnished are conferred with discretionary authority with respect to amendments or variations of those matters specified in the form of proxy and notice of annual and special meeting and with respect to any other matters which may properly be brought before the Meeting or any adjournment thereof. At the time of printing this Circular, we know of no such amendment, variation or other matter.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Corporation is authorized to issue an unlimited number of common shares. As of the date hereof, the Corporation has 3,849,908 common shares issued and outstanding.

To the knowledge of the directors and officers of the Corporation, as at September 16, 2024, no person or company beneficially owned, directly or indirectly, or exercised control or direction, over more than 10% of the Corporation's outstanding common shares, except for Lucas Birdsall, former Chief Executive Officer and director of the Corporation, who owns 525,000 common shares representing approximately 13.6% of the total common shares outstanding.

As at September 16, 2024, our directors and executive officers, beneficially owned, directly or indirectly, or exercised control or direction over 1,156,000 common shares (approximately 30.0% of our issued and outstanding common shares).

Description of Common Shares

Each common share entitles its holder to receive notice of and to attend all meetings of our shareholders and to one vote at such meetings. The holders of common shares are, at the discretion of the board of directors and subject to applicable legal restrictions, entitled to receive any dividends declared by the board of directors on common shares. The holders of common shares will be entitled to share equally in any distribution of the Corporation's assets upon the liquidation, dissolution, bankruptcy or winding-up of the Corporation or other distribution of its assets among the shareholders for the purpose of winding-up the Corporation's affairs. Such participation is subject to the rights, privileges, restrictions and conditions attaching to any other shares having priority over common shares. The Corporation's common shares are listed for trading on the TSX Venture Exchange ("TSXV") under the symbol "CBAR.P".

QUALIFYING TRANSACTION

The Corporation entered into an option agreement dated June 11, 2024 (the "**Option Agreement**") with Mosaic Minerals Corporation (CSE: MOC) ("**Mosaic**"), pursuant to which the Corporation will be granted an option to acquire (the "**Transaction**") up to a 100% interest in the Lichen Project (the "**Lichen Project**" or "**Property**"). The Transaction is intended to be the Corporation's "Qualifying Transaction" for purposes of the TSXV's Capital Pool Company program and was first disclosed in its news release on April 25, 2024 announcing the entering into of a letter of intent with Mosaic (the "**LOI**"). The terms of the Option Agreement are the same as the LOI and are summarized below.

The Lichen Project consists of 282 claims covering a total area of 15,622 hectares and is located approximately 100 km west of the Chibougamau mining camp. The property is underlain by the volcanic rocks of the Obatogamau formation intruded by stocks and plutons of intermediate composition. The volcanic belt is parallel to two known gold bearing volcanic belt, the Bachelor Lake gold area to the west and the Osisko-Windfall gold area to the south. The Nelligan Gold project and The Monster Lake Gold project are located at the eastern extremity of the volcanic belt.

Terms of the Option Agreement:

Pursuant to the Option Agreement, the Corporation may acquire up to a 50% undivided interest (the "**First Option**") in the Lichen project from Mosaic by, among other things:

- (i) make aggregate cash payments of \$205,000 to Mosaic as follows:
 - (1) \$15,000 on the closing of Qualifying Transaction (the "**Effective Date**");
 - (2) an additional \$15,000 within six months following the Effective Date;
 - (3) an additional \$50,000 on or before the first anniversary of the Effective Date;

- (4) an additional \$50,000 on or before the second anniversary of the Effective Date; and
 - (5) an additional \$75,000 on or before the third anniversary of the Effective Date; and
- (ii) by issuing an aggregate of 1,350,000 shares to Mosaic as follows:
- (1) 250,000 shares no later than seven days following the Effective Date;
 - (2) an additional 350,000 shares on or before the first anniversary of the Effective Date;
 - (3) an additional 250,000 shares on or before the second anniversary of the Effective Date;
 - (4) an additional 500,000 shares on or before the third anniversary of the Effective Date; and
- (iii) by incurring at least \$750,000 in qualifying expenditures on the Property as follows:
- (1) at least \$150,000 in qualifying expenditures on the Property on or before the first anniversary of the Effective Date;
 - (2) at least \$200,000 in cumulative qualifying expenditures on the Property on or before the second anniversary of the Effective Date; and
 - (3) at least \$400,000 in cumulative qualifying expenditures on the Property on or before the third anniversary of the Effective Date.

Upon exercise of the First Option, the Corporation shall have forty-five (45) days to either (i) establish a joint venture with Mosaic in which each shall hold a 50% joint venture interest or (ii) exercise an additional option (“**Additional Option**”) to acquire an additional 50% interest in the Property by making a \$150,000 cash payment and issuing 1,500,000 shares to Mosaic within the forty-five (45) day period. If the Corporation exercises the Additional Option, then it will have earned 100% undivided interest in the Property free and clear of all encumbrances except for a 2% net smelter royalty to be retained by Mosaic. the Corporation may accelerate and carry forward any of the cash payments, share issuances or work expenditures.

The Corporation proposes to complete a concurrent private placement raising approximately \$850,000 (the “**Private Placement**”) in a combination of units (“**Units**”) at a price of \$0.10 per Unit and flow-through common shares (“**Flow-Through Shares**”) at a price of \$0.13 per Flow-Through Share to fund the phase one work program on the Lichen project and general and administrative operating expenses. The Flow-Through Shares will be issued as “flow-through shares” within the meaning of the *Income Tax Act* (Canada) (the “**Tax Act**”). An amount equal to the portion of the subscription price that is directly attributable to the consideration paid for the subscription and issuance of the Flow-Through Shares will be used to incur eligible resource exploration expenses which will qualify as “Canadian exploration expenses” (as defined in the Tax Act)(the “**Qualifying Expenditures**”). Qualifying Expenditures in an aggregate amount equal to the gross proceeds raised from the issuance of the Flow-Through Shares will be renounced to the initial purchasers of the Flow-Through Shares with an effective date no later than December 31, 2024. Each Unit consists of one common share of the Corporation and one common share purchase warrant (the “**Warrant**”). Each Warrant entitles the holder thereof to acquire one (1) common share of the Corporation for a period of twenty-four (24) months from the date of issuance at an exercise price of \$0.18.

The Corporation will pay certain eligible finders a cash fee equal to 7% and issue finder warrants (the “**Finder's Warrants**”) equal to 7% of the proceeds raised by the finder. Each Finder's Warrant entitles the holder thereof to acquire one (1) Common Share of the Corporation for a period of twenty-four (24) months from the date of issuance at an exercise price of \$0.10. All finder's fees are subject to compliance with applicable securities legislation and TSXV policies.

All securities issued in the Private Placement will be subject to statutory hold period of four month plus a day. The Corporation plans to use the net proceeds raised from the sale of the HD Units and Flow-Through

Shares under the Private Placement for the exploration and advancement of the Lichen Property and for general working capital purposes.

The Corporation will change its name to Castlebar Resources Corp. and complete a one-for-two stock split (the “**Stock Split**”) immediately prior to closing of the Qualifying Transaction and Private Placement. The Qualifying Transaction, if completed, is an Arm’s Length Qualifying Transaction. No Shareholder approval is required to complete the Qualifying Transaction.

Completion of the Transaction is subject to a number of conditions, including but not limited to, Exchange acceptance, completion of the Stock Split and completion of the Private Placement. There can be no assurance that the Transaction will be completed as proposed or at all. Investors are cautioned that, except as disclosed in the filing statement to be prepared in connection with the Transaction, any information released or received with respect to the Transaction may not be accurate or complete and should not be relied upon. Trading in the securities of a capital pool company should be considered highly speculative.

SHAREHOLDERS ARE NOT REQUIRED TO APPROVE THE TRANSACTION. Full details regarding the Transaction will be disclosed by the Corporation in a filing statement (the “**Filing Statement**”) to be prepared and filed under the CPC Policy. The Filing Statement will be posted on SEDAR at www.sedarplus.ca under the Corporation’s profile prior to completion of the Transaction. Management of the Corporation will endeavour to post the Filing Statement on SEDAR as quickly as possible, but the posting thereof and the detailed press release to be issued by the Corporation in conjunction therewith may not occur until on or about the date of the Meeting or thereafter. Shareholders are urged to review the press releases issued by the Corporation on April 25, 2024 and June 11, 2024 announcing the proposed Transaction and the Filing Statement of the Corporation when filed on SEDAR as they contain important disclosure regarding the Transaction.

MATTERS TO BE ACTED UPON AT THE MEETING

1. Fixing the Number of Directors

Management has nominated five (5) individuals for election to the board of directors. Accordingly, shareholders are being asked at the Meeting to pass an ordinary resolution fixing the number of directors at five (5) within the minimum and maximum permitted by the Corporation’s articles of incorporation.

“BE IT RESOLVED THAT:

- (1) the number of directors to be elected at the Meeting to hold office for the ensuing year or otherwise as authorized by the shareholders of the Corporation be and is hereby fixed at five (5).”

To be approved, the ordinary resolution must be passed by a majority of the votes of shareholders of the Corporation cast thereon at the Meeting. **Unless otherwise specified, the persons named in the enclosed form of proxy will vote FOR the resolution.**

2. Election of Directors

Management is soliciting proxies, in the accompanying applicable form of proxy, for an ordinary resolution in favour of the election as directors of the five nominees set forth below:

**Gary Economo
Gerald Kelly
Robert Meister**

**Patrick O’Flaherty
Stephan Sterling Ellis**

Shareholders can vote for all of the proposed directors set forth herein, vote for some of them and withhold for others, or withhold for all of them. **Unless otherwise specified, the persons named in the accompanying proxy intend to vote for the election of all five (5) nominees.** Management of the Corporation does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the persons named in the enclosed form of proxy to vote the proxy for the election of any other person or persons in place of any nominee(s) unable to serve. Each director elected will hold office until the close of the next annual meeting of shareholders of the Corporation following his election unless his office is earlier vacated in accordance with the by-laws of the Corporation.

The names and municipalities of residence of the persons nominated for election as directors, the approximate number of common shares and non-voting shares beneficially owned, directly or indirectly, or over which control or direction is exercised, by each of them, the dates on which they became directors, and their principal occupations during the preceding five years, were as follows:

Name, Title and Residence⁽¹⁾	Principal Occupation	Director Since	Number of common shares beneficially owned directly or indirectly or over which control or direction is exercised
Gary Economo , Chief Executive Officer, President and Director ⁽¹⁾ <i>Ottawa, Ontario</i>	Chief Executive Officer of Ecolomondo Corporation and the Corporation	January 19, 2024	200,000
Gerald Kelly , Director ⁽¹⁾ <i>Vancouver, British Columbia</i>	Vice President and licensed Exempt Market dealer at Intrynsyc Capital from Oct 2020 to present; Licensed Realtor from May 2000 to April 2023 at Sutton West Coast Realty and Team 3000.	September 20, 2018	175,000 ⁽²⁾
Robert Meister , Chairman and Director <i>Vancouver, British Columbia</i>	CEO of Flight Food & Beverage Partners Inc., an investment, acquisitions and operations company with a focus on the food & beverage sector from December 2019 to present.	January 21, 2019	150,000
Patrick O’Flaherty , Chief Financial Officer, Corporate Secretary and Proposed Director <i>Vancouver, British Columbia</i>	Senior Officer and Director of various public and private companies.	N/A	150,000 ⁽³⁾
Stephan Sterling Ellis , Proposed Director ⁽¹⁾ <i>Ottawa, Ontario</i>	Founder and CEO, IOSi - Internal Office Solutions Inc.	N/A	Nil

Notes:

(1) Member of our audit committee.

- (2) Gerald Kelly Holdings Inc., a company controlled by Gerald Kelly, owns 175,000 common shares.
- (3) OPC Holdings Ltd., a company controlled by Patrick O'Flaherty, owns 150,000 common shares.

Gary Economo

Mr. Economo is an accomplished senior executive with demonstrated year-after-year success achieving revenue, profit and business-growth objectives within startup, turnaround and changing markets. Mr. Economo is a results-oriented, and dynamic leader with proven success in new market identification, corporate efficiency and strategic positioning for multi-million-dollar private and publicly traded technology, advanced materials, and resource corporations. Mr. Economo has raised substantial capital for companies and brings more than four decades' experience in international finance, mergers, and acquisitions and has a proven track record in driving profitability through innovation, productivity, revenue increases, and cost control. Mr. Economo is also currently Chief Executive Officer of Ecolomondo Corporation (TSXV:ECM). He has also served on several boards of TSX, TSXV and CSE-listed companies.

Gerald Kelly

Mr. Kelly has significant experience in the structuring, development, and financing of private and public companies. He currently serves as the Vice President at Intrinsyc Capital where he is a licensed Exempt Market Dealer specializing in financing for go public transactions, and early-stage public companies. Mr. Kelly sits on the board on a number of public and private companies and also has over 20 years of Real Estate experience culminating in over 300 million of sales. He graduated from the University of British Columbia with a Bachelor of Arts, and from the British Columbia Institute of Technology with a diploma in Technology.

Robert Meister

Robert Meister is a seasoned Capital Markets Executive with a proven track record in driving growth through strategic leadership and transformative M&A activities. With extensive experience as CEO, COO, Secretary, and Director in both private and publicly traded firms on the TSX, CSE, and NEO exchanges, Robert excels in developing and implementing equity capital-raising initiatives, including New Issues and Initial Public Offerings (IPOs). He brings decades worth of diverse management experience, showcasing a strong ability to cultivate relationships with senior-level management and institutional investors.

Patrick O'Flaherty, CFA

Mr. O'Flaherty is a Chartered Accountant and a Chartered Financial Analyst. He also holds a degree in Economics from Union College, in Schenectady, NY. Mr. O'Flaherty has several years of experience in financial services, including public accounting and wealth management. He has worked for a recognized accounting firm and two recognized banking institutions. He is also CFO of BMGB Capital Corp., a director at OpenSesame Acquisition Corp., Chief Financial Officer and director at Nova Lithium Corp., a partner at Caymus Advisors, Inc., and a director at Cloudbreak Discovery Corp.

Stephan Sterling Ellis

Founder and CEO, IOSi - Internal Office Solutions Inc. Stephan Ellis began his career in Information Technology at Algonquin College 31 years ago in 1993. Over the years, Mr. Ellis has held various positions of increasing responsibility within the IT/Telecom industry through Stentor (Bell), SHL Systemhouse, EDS Canada, and Hewlett Packard. Mr. Ellis graduated from Algonquin College in Ottawa with a Diploma in Records Operations. He continually attends vendor seminars and training programs worldwide where he updates his industry leading certifications from Microsoft, Oracle, VMware, ConnectWise and WatchGuard. Through his career, Mr. Ellis has been actively involved in various charity organizations including CHEO, The Ottawa Senators Foundation, Roger Neilson House, and the Obakki Foundation.

Cease Trade Orders, Bankruptcies, Penalties and Sanctions

None of the proposed directors is, as at the date hereof, or has been, within ten (10) years prior to the date hereof, a director, chief executive officer or chief financial officer of any company (including the Corporation) that: (i) while that person was acting in that capacity was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than thirty (30) consecutive days; (ii) was subject to a cease trade order or similar order or any order that denied the relevant company access to an exemption under securities legislation, that was in effect for a period of more than thirty (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; or (iii) 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 the bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

None of the proposed directors has, within the ten (10) years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold his assets.

None of the proposed directors is, at the date hereof, or has been subject to: (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would be considered important to a reasonable security-holder in deciding whether to vote for a proposed director.

2. Appointment of Auditors

Management is soliciting proxies from holders of common shares, in the accompanying applicable form of proxy, in favour of the appointment of the firm of Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, as the Corporation's auditors, to hold office until the next annual meeting of the shareholders and to authorize the directors to fix their remuneration as such.

3. Approval of the Corporation's New Equity Incentive Plan

Following a review by the board of directors of the Corporation's Existing Option Plan, the board of directors concluded that it was advisable to replace the Existing Option Plan, subject to the receipt of the requisite regulatory and Shareholder approvals, with a new equity incentive plan (the "**Equity Incentive Plan**") providing for the grant of options ("**Options**") and restricted share units ("**RSUs**").

The Corporation's Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, a resolution confirming and approving the adoption of the Equity Incentive Plan. The Equity Incentive Plan has been approved by the TSXV. A copy of the Equity Incentive Plan is attached hereto as Schedule "B" and will be implemented upon completion of the Corporation's Qualifying Transaction under the CPC Policy.

Following the confirmation and approval of the Equity Incentive Plan by Shareholders and completion of the Qualifying Transaction, all future awards will be issued pursuant to and governed by the Equity Incentive Plan, and no future awards will be issued pursuant to or governed by the terms of the Existing Option Plan. Subject to the requisite regulatory and shareholder approvals for the Equity Incentive Plan,

the Existing Option Plan will be terminated and any outstanding options granted thereunder shall remain in effect in accordance with the terms and conditions of the Existing Option Plan.

The following is a summary of the Equity Incentive Plan, which is qualified in its entirety by the full text of the Equity Incentive Plan attached hereto as Schedule “B”. The Equity Incentive Plan is a 10% rolling plan in respect of Options and a 10% fixed plan in respect of RSUs.

The purpose of the Equity Incentive Plan is to advance the interests of the Corporation by (i) providing optionee directors, officers, employees and consultants with additional performance incentives; (ii) encouraging share ownership by optionees and recipients; (iii) increasing the proprietary interest of the optionees in the success of the Corporation; (iv) encouraging the optionees to remain with the Corporation; and (v) attracting new directors, officers, employees and consultants.

- (a) *Number of Common Shares reserved.* The number of common shares available to be reserved for issuance under the Equity Incentive Plan is equal to 10% of the issued and outstanding at any point in time in respect of Options and 2,310,366 shares in respect of RSUs, less any common shares reserved pursuant to the Corporation’s other share compensation arrangements, if any, at the time of reservation.
- (b) *Administration.* The Equity Incentive Plan is to be administered by the Board, or any duly authorized committee thereof.
- (c) *Eligible Persons.* Options and RSUs under the Equity Incentive Plan may only be issued to: directors, officers, employees and consultants of the Corporation and its affiliated entities (“**Eligible Persons**”).
- (d) *Award Types.* Options and RSUs (collectively, “**Awards**”).
- (e) *Terms of Options and RSUs.* The Equity Incentive Plan provides that the exercise price, vesting provisions, the extent to which such Option is exercisable, acceleration of vesting in connection with a take-over bid or other specified event, and other terms and conditions relating to such Options and RSUs shall be determined by the Board or applicable committee thereof, as applicable, and subject to compliance with the policies of the TSXV.
- (f) *Maximum Term of Options.* Options granted under the Equity Incentive Plan will be for a term not exceeding 10 years from the date of grant.
- (g) *Limitations on Grants to Certain Persons.* The number of common shares reserved for issuance to any one consultant, and to all service providers conducting investor relations activities, pursuant to Options and under any other share compensation arrangement, during any 12-month period, may not exceed 2% of the outstanding common shares at the time of grant. RSUs may not be granted to consultants performing investor relations activities. The number of common shares reserved for issuance to any one person and his or her Nominees, other than a consultant or service provider conducting investor relations activities, pursuant to Awards granted under the Equity Incentive Plan, together with all other share compensation arrangements of the Corporation, during any 12-month period may not exceed 5% of the outstanding common shares at the time of grant, unless disinterested shareholder approval is obtained.

(h) *Effect of Termination on Awards*

- a. *Voluntary Resignation.* All unvested Awards are immediately forfeited on the termination date and any vested Awards remain exercisable until the earlier of up to 12 months following the termination date and the expiry date of the Award.
 - b. *Termination for Cause.* All vested and unvested Options immediately terminate and all unvested RSUs are immediately forfeited on the termination date.
 - c. *Termination not for Cause.* All unvested Options immediately terminate, and any vested Options remain exercisable until the earlier of up to 12 months following the termination date and the expiry date of the option. All RSUs as of such date remain outstanding and in effect pursuant to the terms of the applicable RSU Agreement for up to 12 months, which may be cancelled or accelerated by the Board in its discretion.
 - d. *Termination Due to Disability or Retirement.* The RSUs continue to vest as provided for in (c) above. Any vested Awards remain exercisable until the earlier of up to 12 months following the vesting date of the option and the expiry date of the Option.
 - e. *Termination Due to Death.* The RSUs continue to vest in accordance with (c) above. Any vested Awards remain exercisable by the optionee's beneficiary until the earlier of twelve months following the termination date and the expiry date of the Award.
 - f. *Termination in Connection with a Change of Control.* If, after a Change of Control (as defined in the Equity Incentive Plan), a participant who was also an officer or employee of, or a consultant to, the Corporation prior to the Change of Control, has their position, employment or consulting agreement terminated, or the participant is constructively dismissed, on or during the 12-month period immediately following a change in control, then all of the participant's unvested Awards are immediately vested and any vested Options remain exercisable until the earlier of twelve months following the termination date and the expiry date of the Option.
- (i) *Conditions of exercise of Options.* The Corporation will not issue common shares pursuant to the exercise of Options unless and until the common shares have been fully paid for, all applicable regulatory approvals have been received, and any applicable withholding tax obligations have been satisfied.
- (j) *Method for determining the exercise price of Options.* The exercise price for common 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 common shares at the time of the grant.
- (k) *Reduction of exercise price.* Subject to any required regulatory and shareholder approvals and the consent of the optionee affected thereby, the Board may amend or modify any outstanding Option in any manner, including to change the vesting provisions, expiry date, or exercise price, provided that the consent of the optionee shall not be required where the rights of the

optionee are not adversely affected. A decrease in the exercise price or extension of the term of Options granted to Insiders may not be affected without disinterested shareholder approval.

- (l) *Vesting of Options.* The Board shall determine any vesting provisions for Options. However, Options granted to any person retained to provide Investor Relations Activities must vest in a period of not less than 12-months from the date of grant and with no more than 25% of the Options vesting in any three-month period.
- (m) *Vesting of RSUs.* RSUs may not vest before the date that is one year following the date they are granted, except in the case of an acceleration for a participant who dies or who ceases to be an eligible participant in connection with a change of control, take-over bid, reverse takeover or other similar transaction. Except as set forth herein, the Board shall have sole discretion to determine if any performance criteria and/or other vesting conditions with respect to a RSU have been met. The Board shall determine the period during which a vested RSU may be redeemed by either the Corporation or the participant, and may determine the maximum period, during which any vested RSU may remain outstanding prior to settlement, but in all cases shall end no later than three (3) years after the performance period.
- (n) *Acceleration of Vesting.* The Board has the right to accelerate the date upon which any Award becomes exercisable notwithstanding the vesting schedule set forth for such Award, regardless of any adverse or potentially adverse tax consequence resulting from such acceleration. There is no accelerated vesting allowed for persons completing Investor Relations Activities without prior TSXV approval.
- (o) *Dividends for RSUs.* 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 common shares as if the participant was a shareholder of record of common shares on the relevant record date. Dividend equivalents, if any, will be credited to the participant's account in additional RSUs, the number of which shall be equal to a fraction where the numerator is the product of (i) the number of RSUs in such participant's account on the date that dividends are paid multiplied by (ii) the dividend paid per Share and the denominator of which is the Market Value of one Share calculated on the date that dividends are paid. Any additional RSUs credited to a participant's account as a dividend equivalent shall be subject to the same terms and conditions (including vesting and restriction periods) as the RSUs in respect of which such additional RSUs are credited. Any RSUs credited to a participant's account pursuant to dividend equivalents are also subject to the limits set forth in Sections 2.4 and 2.5 of the Equity Incentive Plan. If the Corporation is unable to credit a participant additional RSUs pursuant to dividend equivalents due to the restrictions in Sections 2.4 and 2.5 then the Corporation may pay the participant the equivalent cash amount that they may otherwise be entitled to.
- (p) *No assignment.* Options may not be assigned or transferred.
- (q) *Amendments.* Generally, the Board may amend the Equity Incentive Plan, subject to any necessary regulatory approval.

- (r) *Termination of Equity Incentive Plan.* The Equity Incentive Plan may be discontinued by the Board, provided that such termination will not alter the terms or conditions of any Award or impair any right of any optionee pursuant to any Award granted prior to the date of such termination, which will continue to be governed by the provisions of the Equity Incentive Plan.

As at the date hereof, there are 200,000 Options outstanding under the Existing Option Plan. The full text of the Equity Incentive Plan will be available for review at the Meeting and will be supplied free of charge to shareholders upon written request made directly to the Corporation at its registered head office.

Shareholder Approval of the New Equity Incentive Plan

The board of directors believing it to be in the best interests of the Corporation, recommend that the Shareholders approve the new Equity Incentive Plan. At the Meeting, the Shareholders will be asked to pass an ordinary resolution of disinterested shareholders to approve the new Equity Incentive Plan. A total of 1,156,000 shares held by insiders of the Corporation will be excluded from voting for this resolution as required by TSXV policies. The following is the text of the resolution to be considered by the Shareholders at the meeting:

“BE IT RESOLVED THAT:

The new Equity Incentive Plan as described in the Management Information Circular of the Corporation dated September 16, 2024, be and hereby is confirmed, ratified, approved and authorized.

The foregoing resolution must be approved by a majority of the Corporation’s disinterested Shareholders that are present in person or by proxy at the Meeting. The persons named in the form of proxy provided to you intend to vote the common shares represented by such proxy FOR the resolution to confirm, ratify and approve the new Equity Incentive Plan.

RECEIPT OF FINANCIAL STATEMENTS

The directors will place before the Meeting a copy of the audited consolidated financial statements of the Corporation for the financial years ended December 31, 2023 and 2022, together with the auditors’ reports thereon, receipt of which by the Meeting will not constitute approval or disapproval of any matters referred to therein.

DIRECTORS’ AND OFFICERS’ COMPENSATION

The Corporation’s Statement of Executive Compensation, in accordance with the requirements of Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*, is set forth below, which contains information about the compensation paid to, or earned by, the Corporation’s Chief Executive Officer and Chief Financial Officer and the next most highly compensated executive officer of the Corporation earning more than CND\$150,000 in total compensation (the “**Named Executive Officers**” or “**NEOs**”) during the Corporation’s last two most recently completed financial years. For the year-ended December 31, 2023 the Named Executive Officers of the Corporation are Lucas Birdsall, Chief Executive Officer, and Director and Patrick O’Flaherty, Chief Financial Officer.

Compensation Discussion and Analysis

The Corporation is a Capital Pool Company listed on the TSXV under Policy 2.4 - *Capital Pool Companies* (the “**CPC Policy**”). All capitalized terms used herein shall have the meaning ascribed

thereto in the CPC Policy, unless otherwise defined herein. Section 7.1 of the CPC Policy provides that until the completion of the Qualifying Transaction, no payment of any kind may be made, directly or indirectly, by a CPC to a Non-Arm's Length Party of the CPC or a Non-Arm's Length Party to the Qualifying Transaction, or to any person engaged in Investor Relations Activities in respect of the CPC or the securities of the CPC or any Resulting Issuer by any means including, remuneration, which includes, but is not limited to: salaries, consulting fees, management contract fees or directors' fees, finder's fees, loans, advances, bonuses; and (b) deposits and similar payments.

The objective and purpose of any incentive stock options is to encourage the Corporation's officers and directors to find a Qualifying Transaction that is in the best interest of the shareholders. If a Qualifying Transaction is not successfully completed, or if one is completed that does not increase the value of the common shares during the term of the incentive stock option, the directors and officers will receive no benefit, or very little benefit, from any incentive stock options. The Corporation has reserved 10% of the issued and outstanding common shares for stock options issuable to its directors and officers under its existing stock option plan (the "**Existing Option Plan**").

Notwithstanding the above, the Corporation may reimburse Non-Arm's Length Parties for the Corporation's reasonable allocation of rent, secretarial services and other general administrative expenses, at fair market value ("**Permitted Reimbursement**"). No reimbursement may be made for any payment made to lease or buy a vehicle. In addition, no payment, other than the Permitted Reimbursements, will be made by the Corporation or by any party on behalf of the Corporation, after Completion of the Qualifying Transaction, if the payment relates to services rendered or obligations incurred or in connection with the Qualifying Transaction.

A Non-Arm's Length Party under TSXV Policy 1.1 - Interpretation ("**Policy 1.1**") in relation to the Corporation, includes: a Promoter, officer, director, other Insider or Control Person of the Corporation and any Associates or Affiliates of any such persons; or another entity or an Affiliate of that entity, if that entity or its Affiliate have the same Promoter, officer, director, Insider or Control Person as the Corporation. The foregoing capitalized terms not otherwise defined herein are defined in Policy 1.1.

Existing Option Plan

The Corporation's Existing Option Plan provides eligible directors, officers, employees and consultants with the opportunity to acquire an ownership interest in the Corporation and is the basis for the Corporation's long-term incentive scheme. The Existing Option Plan was previously approved by the shareholders of the Corporation at its annual general meeting of shareholders held on July 29, 2021. The key features of the Existing Option Plan are as follows:

- the maximum number of common shares issuable under the Existing Option Plan may not exceed in aggregate such number of common shares as is equal to 10% of the common shares issued and outstanding at the time of such grant; provided that, if the Corporation is a CPC, such number cannot exceed 10% of the aggregate number of common shares issued and outstanding upon completion of the Corporation's initial public offering;
- the options have a maximum term of ten years from the date of issue;
- options vest as the board of directors of the Corporation may determine upon the award of the options;
- the exercise price of options granted under the Existing Option Plan shall be determined by the board of directors but shall not be lower than the last closing price for common shares of the Corporation as quoted on the TSXV, less any discount permitted by the TSXV, on the date of

grant of the option, and provided that, if the Corporation is a CPC, the exercise price shall not be lower than \$0.10; and

- the expiry date of an option shall be the earlier of the date fixed by the Corporation's board of directors on the award date, and: (a) in the event of the death or disability of the option holder while he or she is a director, officer, employee or consultant, 12 months from the date of death or disability of the option holder; (b) in the event that the option holder ceases to be a director, employee or consultant other than by reason of death or disability, 90 days following the date the option holder ceases to be a director, employee or consultant (provided that if the Corporation is a CPC and the optionee does not carry on as a director, officer, consultant or employee of the Corporation upon completion of the Corporation's Qualifying Transaction, the options shall be exercisable until the later of 12 months after the completion of such Qualifying Transaction and the 90th day after the Optionee ceases to be a director, officer, consultant or employee for any reason other than death, disability or cause); (c) the 30th day after the optionee who is engaged in investor relations activities for the Corporation ceases to be employed to provide investor relations activities; and (d) the date on which the optionee ceases to be a director, officer, consultant or employee by reason or termination of the optionee as an employee or consultant of the Corporation for cause (which, in the case of a consultant, includes any breach of an agreement between the Corporation and the consultant).

The Existing Option Plan may be terminated at any time by resolution of the board of directors, but any such termination will not affect or prejudice rights of participants holding options at that time. If the Existing Option Plan is terminated, outstanding options will continue to be governed by the provisions of the Existing Option Plan.

Director and Named Executive Officer Compensation

In accordance with the CPC Policy, no compensation in the form of a salary, consulting fee, retainer, commission, bonus, committee fee, or meeting fee has been paid to or earned by any director or Named Executive Officer for the period from incorporation to the date hereof.

Following the completion of a Qualifying Transaction by the Corporation, if any, it is anticipated that the Corporation will pay compensation to its directors and officers in accordance with industry standards, depending on the nature and size of the particular business that the Corporation acquires in connection with any Qualifying Transaction that it may complete.

The following table (presented in accordance with National Instrument Form 51-102F6V – *Statement of executive Compensation – Venture Issuers*) sets forth all annual and long-term compensation for services paid to or earned by each NEO and director for the two most recently financial years ended December 31, 2022 and 2023.

Table of Compensation excluding Compensation Securities

Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation ⁽¹⁾ (\$)	Total compensation (\$)
Lucas Birdsall Chief Executive Officer, Corporate Secretary and Director ⁽¹⁾	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil

Name and position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation ⁽¹⁾ (\$)	Total compensation (\$)
Gary Economo <i>Chief Executive Officer and Director⁽¹⁾</i>	2023 2022	- -	- -	- -	- -	- -	- -
Patrick O'Flaherty <i>Chief Financial Officer, Corporate Secretary</i>	2023 2022	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Brian Morrison <i>Director</i>	2023 2022	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Gerald Kelly <i>Director</i>	2023 2022	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Kosta Tsoutsis <i>Director</i>	2023 2022	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Robert Meister <i>Director</i>	2023 2022	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil

Notes:

- (1) Lucas Birdsall resigned from his officer and director positions with the Corporation effective January 19, 2024 and was replaced by Gary Economo.
- (2) Mr. Morrison and Tsoutsis are not standing for re-election at the Meeting.

Stock Options and Other Compensation Securities

No stock options or other compensation securities were granted to any director or Named Executive Officer of the Corporation in the most recently completed financial year.

Exercise of Compensation Securities by Directors and NEOs

No stock options or other compensation securities were exercised in the most recently completed financial year.

Securities authorized for issuance under equity compensation plans

The following table summarizes the securities issued and authorized under the Corporation's equity compensation plans as at December 31, 2023.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Equity compensation plans approved by security holders ⁽¹⁾	200,000	0.20	184,990 ⁽¹⁾⁽²⁾
Equity compensation	N/A	N/A	N/A

plans not approved by security holders			
Totals	200,000	0.20	184,990

Notes:

- (1) Outstanding pursuant to the Existing Option Plan.
- (2) Based on 3,849,908 common shares issued and outstanding as at September 16, 2024.

Employment Contracts

The Corporation is not party to any employment, consulting or management agreements with any director or Named Executive Officer.

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

Corporate governance relates to the activities of the board of directors, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the board of directors and who are charged with the day-to-day management of the Corporation. The board of directors is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision making.

Board of Directors

The board of directors facilitates its exercise of independent supervision over the Corporation's management through frequent discussions with management and regular meetings of the board of directors. Four (4) of the five (5) existing members of the Corporation's board of directors are independent as described below and one (1) of the proposed directors will be independent and one (1) proposed director will not be independent should they be elected at the Meeting.

The existing directors, Gerald Kelly, Kosta Tsoutsis, Robert Meister and Brian Morrison are "independent" (as that term is defined in National Instrument 58-101 – *Disclosure of Corporate Governance Practices*) directors of the Corporation in that they are free from any interest and any business or other relationship which could or could reasonably be perceived to, materially interfere with the directors' ability to act in the best interests of the Corporation, other than the interests and relationships arising from shareholdings. Gary Economo is an officer of the Corporation and Lucas Birdsall was an officer and therefore neither are "independent". Patrick O'Flaherty is an officer of the Corporation and so will not be independent if elected and Stephen Sterling Ellis will be considered independent.

Directorships

The directors of the Corporation are presently directors of other reporting issuers, as follows:

<u>Director</u>	<u>Other Issuers</u>
Gerald Kelly	SPOD Lithium Corp. EEE Exploration Corp.
Brian Morrison	K9 Gold Corp. Letho Resources Corp. M3 Metals Corp.

	Decade Resources Ltd. Surge Battery Metals Inc. Dinero Ventures Ltd. CULT Food Science Corp. NAVCO Pharmaceuticals Inc. Millennial Potash Corp.
Kosta Tsoutsis	K9 Gold Corp. Avante Mining Corp. M3 Metals Corp. Live Energy Minerals Corp. Cross River Ventures Corp.
Robert Meister	Moovly Media Inc. Quest Critical Metals Inc.
Patrick O’Flaherty	Nova Lithium Corp. Opensesame Acquisition Corp.
Stephan Sterling Ellis	N/A

Notes:

- (1) Lucas Birdsall resigned from his officer and director positions with the Corporation effective January 19, 2024 and was replaced by Gray Economo.

Orientation and Continuing Education

Management will ensure that a new appointee to the board receives the appropriate written materials to fully apprise him or her of the duties and responsibilities of a director pursuant to applicable law and policy. Each new director brings a different skill set and professional background, and with this information, the board is able to determine what orientation to the nature and operations of the Corporation’s business will be necessary and relevant to each new director.

Ethical Business Conduct

The board of directors has not adopted guidelines or attempted to quantify or stipulate the steps to encourage and promote a culture of ethical business conduct but does promote ethical business conduct through the nomination of board members it considers ethical, through avoiding or minimizing conflicts of interest, and by having a sufficient number of its independent board members address all corporate matters which rightly fall before a board of directors of a public corporation.

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

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and disclose to the board of directors the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed,

if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. In any situation where a director has an interest in a material contract or material transaction, such director will abstain from voting on such matters.

Nomination of Directors

Given the Corporation's current stage of development and size of the board, the board is presently of the view that it functions effectively as a committee of the whole with respect to the nomination of directors. The entire board will assess potential nominees and take responsibility for selecting new directors. Any nominees are expected to be generally the result of recruitment efforts by the board members, including both formal and informal discussions among board members and management of the Corporation.

The Corporation's Articles include a provision requiring advance notice of the nomination of persons to act as directors of the Corporation. Under this provision, subject only to the *Business Corporations Act* (British Columbia), nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors, (a) by or at the direction of the board or an authorized officer of the Corporation, including pursuant to a notice of meeting, (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act* (British Columbia) or a requisition of the shareholders made in accordance with the provisions of the *Business Corporations Act* (British Columbia) or (c) by any person (a "**Nominating Shareholder**") (i) who, at the close of business on the date of the giving of the notice of nomination and on the record date for notice of such meeting, is entered in the central securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (ii) who complies with the notice procedures set out in the advance notice provision, including without limitation that such notice must be provided to the Corporation (A) in the case of an annual meeting of shareholders, not more than 65 days and not less than 30 days prior to the date of the annual meeting of shareholders (provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made (the "**Notice Date**"), notice by the Nominating Shareholder may be made not later than the close of business on the 10th business day following the Notice Date); and (B) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th business day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

Compensation

The Corporation does not currently have a compensation committee. As a CPC company the board of directors assumes overall responsibility for the direction of the Corporation through its delegation to senior management and through the ongoing function of the Board and its committees, as applicable. The sole business activity of the Corporation to date has been the identification of a potential Qualifying Transaction under the CPC Policy.

Board Committees

The only board committee of the Corporation is the Audit Committee.

Assessments

The board of directors monitors the adequacy of information given to directors, communication between the board of directors and management and the strategic direction and processes of the board of directors

and its committees to satisfy itself that the board of directors, its committees and its individual directors are performing effectively.

AUDIT COMMITTEE

Mandate

The Audit Committee will oversee the accounting and financial reporting practices and procedures of the Corporation, and the audits of the Corporation's financial statements. The principal responsibilities of the Audit Committee include: (i) overseeing the quality and integrity of the internal controls and accounting procedures of the Corporation, including reviewing the Corporation's procedures for internal control with the Corporation's auditor and chief financial officer; (ii) reviewing and assessing the quality and integrity of the Corporation's annual and quarterly financial statements and related management discussion and analysis, as well as all other material continuous disclosure documents, such as the Corporation's annual information form, if required; (iii) monitoring compliance with legal and regulatory requirements related to financial reporting; (iv) reviewing and approving the engagement of the auditor of the Corporation and independent audit fees; (v) reviewing the qualifications, performance and independence of the auditor of the Corporation, considering the auditor's recommendations and managing the relationship with the auditor, including meeting with the auditor as required in connection with the audit services provided by the Corporation; (vi) assessing the Corporation's financial and accounting personnel; (viii) reviewing the Corporation's risk management procedures; (ix) reviewing any significant transactions outside the Corporation's ordinary course of business and any pending litigation involving the Corporation; and (x) examining improprieties or suspected improprieties with respect to accounting and other matters that affect financial reporting.

Composition

As the Corporation is a "venture issuer" (as defined in National Instrument 52-110 – Audit Committees ("NI 52-110")), it is relying on the exemptions provided to it under section 6.1 of NI 52-110 with respect to the composition of the Audit Committee and with respect to Audit Committee reporting obligations. During 2023, the Audit Committee was comprised of Lucas Birdsall, Gerald Kelly, Kosta Tsoutsis. Each member of the Audit Committee is financially literate within the meaning of NI 52-110 and Gerald Kelly and Kosta Tsoutsis were independent within the meaning of NI 52-110. The proposed members of the Audit Committee for the current year are Gary Economo, Gerald Kelly and Stephan Sterling Ellis, with Gerald Kelly and Stephan Sterling Ellis being independent.

Meetings

The Chairman of the Audit Committee, in consultation with the Audit Committee members, shall determine the schedule and frequency of the Audit Committee meetings provided that the Audit Committee will meet at least four (4) times in each fiscal year and at least once in every fiscal quarter. The Audit Committee shall have the authority to convene additional meetings as circumstances require.

Relevant Education and Experience

Gary Economo

Mr. Economo is an accomplished senior executive with demonstrated year-after-year success achieving revenue, profit and business-growth objectives within startup, turnaround and changing markets. Mr. Economo is a results-oriented, and dynamic leader with proven success in new market identification, corporate efficiency and strategic positioning for multi-million-dollar private and publicly traded technology, advanced materials, and resource corporations. Mr. Economo has raised substantial capital for companies and brings more than four decades' experience in international finance, mergers, and

acquisitions and has a proven track record in driving profitability through innovation, productivity, revenue increases, and cost control. Mr. Economo is also currently Chief Executive Officer of Ecolomondo Corporation (TSXV:ECM). He has also served on several boards of TSX, TSXV and CSE-listed companies.

Gerald Kelly

Mr. Kelly has significant experience in the structuring, development, and financing of private and public companies. He currently serves as the Vice President at Intrinsyc Capital where he is a licensed Exempt Market Dealer specializing in financing for go public transactions, and early stage public companies. Mr. Kelly also has over 20 years of Real Estate experience culminating in over 300 million of sales. He graduated from the University of British Columbia with a Bachelor of Arts, and from the British Columbia Institute of Technology with a diploma in Technology.

Stephan Sterling Ellis

Founder and CEO, IOSi - Internal Office Solutions Inc. Stephan Ellis began his career in Information Technology at Algonquin College 31 years ago in 1993. Over the years, Mr. Ellis has held various positions of increasing responsibility within the IT/Telecom industry through Stentor (Bell), SHL Systemhouse, EDS Canada, and Hewlett Packard. Mr. Ellis graduated from Algonquin College in Ottawa with a Diploma in Records Operations. He continually attends vendor seminars and training programs worldwide where he updates his industry leading certifications from Microsoft, Oracle, VMware, ConnectWise and WatchGuard. Through his career, Mr. Ellis has been actively involved in various charity organizations including CHEO, The Ottawa Senators Foundation, Roger Neilson House, and the Obakki Foundation.

Kosta Tsoutsis

Investment advisor at Jordan Capital Markets Inc., an investment company, from September 2009 to June 2015; investment advisor at Mackie Research Capital Corp., an investment company, from June 2015 to October 2016; CEO and director at M3 Metals Corp. (formerly ML Gold Corp.), a mineral exploration company, from November 2017 to present; independent consultant from October 2016 to present; director of K9 Gold Corp. (formerly Global Vanadium Corp.), a mineral exploration company, from February 2019 to present; director of ArcPacific Resources Corp., a mineral exploration company, from August 2020 to present; director of Cross River Ventures Corp., a mineral exploration company, from May 2019 to present.

Audit Committee Charter - Responsibilities and Duties

The Corporation's Audit Committee Charter is attached hereto as Schedule A.

Reporting

The Audit Committee shall report its deliberations and discussions regularly to the board of directors and shall submit to the board of directors the minutes of its meetings.

Audit Committee Oversight

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

Reliance on Certain Exemptions

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

Pre-Approval Policies and Procedures

Formal policies and procedures for the engagement of non-audit services have yet to be formulated and adopted. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the board of directors, and where applicable by the Audit Committee, on a case by case basis.

External Auditor Service Fees

The aggregate fees charged to the Corporation by the external auditors for last fiscal year is as follows:

Nature of Services	Fees paid to external auditors during financial year ended	
	December 31, 2023 (\$)	December 31, 2022 (\$)
Audit Fees ⁽¹⁾	12,754	12,754
Audit-Related Fees ⁽²⁾	Nil	Nil
Tax Fees ⁽³⁾	1,260	1,260
All Other Fees ⁽⁴⁾	Nil	Nil
Total	14,014	14,014

Notes:

- (1) Includes fees billed for professional services rendered by the auditor for the audit of the Corporation's annual financial statements, and any reviews of the Corporation's unaudited interim financial statements.
- (2) Includes fees billed for professional services rendered by the auditor consisting of employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews, review of subsidiary financials, and audit or attestation services not required by legislation or regulation.
- (3) Includes 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) No other fees were billed by the auditor of the Corporation other than those listed in the other rows.

Exemptions

The Corporation is relying on the exemption provided by section 6.1 of NI 52-110 which provides that the Corporation, as a venture issuer, is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

MANAGEMENT CONTRACTS

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

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

During the financial year ended December 31, 2023, at no time during the most recently completed fiscal period was there any indebtedness of any director or officer, or any associate of any such director or officer to the Corporation or to any other entity which is, or at any time since the beginning of the most recently completed financial period, has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein, there were no material interests, direct or indirect, of our insiders, proposed nominees for election as directors, or any associate or affiliate of such insiders or nominees since the commencement of the Corporation's most recently completed financial year, or in any proposed transaction, which has affected or would materially affect the Corporation.

INTEREST OF CERTAIN PERSONS AND COMPANIES IN MATTERS TO BE ACTED UPON

The Corporation's management is not aware of any material interest of any director or executive officer or anyone who has held office as such since the beginning of the last financial year or of any associate or affiliate of any of the foregoing in any matter to be acted on at the Meeting, except as disclosed herein.

ADDITIONAL INFORMATION

We will provide, upon request, a copy of the Corporation's management's discussion and analysis and audited consolidated financial statements for the financial year ended December 31, 2023, as well as a copy of subsequent interim financial statements, and this Circular. Copies of these documents may be obtained on request without charge from Castlebar Capital Corp. by e-mailing Gary Economo at geconomo@proskepsi.com and additional information relating to the Corporation is available on the SEDAR website at www.sedarplus.ca.

OTHER MATTERS

The Corporation's management knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the notice of annual and special meeting. However, if any other matter properly comes before the Meeting, the accompanying proxy will be voted on such matter in accordance with the best judgment of the person voting the proxy.

DIRECTORS' APPROVAL

The contents and the sending of this Circular to the Shareholders of the Corporation have been approved by the Board of Directors. Unless otherwise specified, information contained in this Circular is given as of September 16, 2024.

DATED at Vancouver, British Columbia this 16th day of September, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "Gary Economo"

GARY ECONOMO

Chief Executive Officer and Director

SCHEDULE A AUDIT COMMITTEE CHARTER

General

The primary function of the Audit Committee is to assist the Board of Directors of Castlebar Capital Corp. (the “**Board**”) in fulfilling its oversight responsibilities by reviewing the financial information to be provided to the shareholders and others, the systems of internal controls and management information systems established by management and Castlebar’s external audit process and monitoring compliance with Castlebar’s legal and regulatory requirements with respect to its financial statements.

The Audit Committee is accountable to the Board. In the course of fulfilling its specific responsibilities hereunder, the Audit Committee is expected to maintain an open communication between Castlebar’s external auditors and the Board.

The responsibilities of a member of the Audit Committee are in addition to such member’s duties as a member of the Board.

The Audit Committee does not plan or perform audits or warrant the accuracy or completeness of Castlebar’s financial statements or financial disclosure or compliance with generally accepted accounting procedures as these are the responsibility of management and the external auditors.

Relationship with External Auditors

The external auditor is required to report directly to the Audit Committee. Opportunities shall be afforded periodically to the external auditor and to members of senior management to meet separately with the Audit Committee.

Composition of Audit Committee

The Committee membership shall satisfy the laws governing Castlebar and the independence, financial literacy and experience requirements under securities law, stock exchange and any other regulatory requirements as are applicable to Castlebar.

Responsibilities

1. The Audit Committee shall be responsible for making the following recommendations to the Board:
 - (a) the external auditor to be nominated for the purpose of preparing or issuing an auditor’s report or performing other audit, review or attest services for Castlebar; and
 - (b) the compensation of the external auditor.
2. The Audit Committee shall be directly responsible for overseeing the work of the external auditor, including the resolution of disagreements between management and the external auditor regarding financial reporting. This responsibility shall include:
 - (a) reviewing with management and the external auditor any proposed changes in major accounting policies, the presentation and impact of significant risks and uncertainties, and key estimates and judgments of management that may be material to financial reporting;

- (b) questioning management and the external auditor regarding significant financial reporting issues discussed during the fiscal period and the method of resolution;
 - (c) reviewing audited annual financial statements, in conjunction with the report of the external auditor;
 - (d) reviewing any problems experienced by the external auditor in performing the audit, including any restrictions imposed by management or significant accounting issues on which there was a disagreement with management; and
 - (e) reviewing the evaluation of internal controls by the external auditor, together with management's response.
3. The Audit Committee shall review interim unaudited financial statements before release to the public.
4. The Audit Committee shall review all public disclosures of audited or unaudited financial information before release, including any prospectus, annual report, annual information form, and management's discussion and analysis.
5. The Audit Committee shall review the appointments of the chief financial officer and any other key financial executives involved in the financial reporting process, as applicable.
6. Except as exempted by securities regulatory policies, the Audit Committee shall pre-approve all non-audit services to be provided to Castlebar or its subsidiary entities by the external auditor.
7. The Audit Committee shall ensure that adequate procedures are in place for the review of Castlebar's public disclosure of financial information extracted or derived from Castlebar's financial statements, and shall periodically assess the adequacy of those procedures.
8. The Audit Committee shall establish procedures for:
- (a) the receipt, retention and treatment of complaints received by Castlebar regarding accounting, internal accounting controls, or auditing matters; and
 - (b) the confidential, anonymous submission by employees of Castlebar of concerns regarding questionable accounting or auditing matters.
9. The Audit Committee shall periodically review and approve Castlebar's hiring policies, if any, regarding partners, employees and former partners and employees of the present and former external auditor of Castlebar.
10. Meetings of the Audit Committee shall be scheduled to take place at regular intervals and, in any event, not less frequently than quarterly.

Authority

The Audit Committee shall have the authority to:

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

SCHEDULE B
EQUITY INCENTIVE PLAN

CASTLEBAR RESOURCES CORP.

(THE "CORPORATION")

EQUITY INCENTIVE PLAN

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**CASTLEBAR RESOURCES CORP.
EQUITY INCENTIVE PLAN**

Castlebar Resources Corp. (the "**Corporation**") hereby establishes an omnibus incentive plan for certain qualified directors, executive officers, employees or Consultants (as defined herein) of the Corporation or any of its Subsidiaries (as defined herein).

**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 Corporation which will be credited with Awards in accordance with the terms of this Plan;

"Affiliates" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

"Associate" has the meaning ascribed thereto in TSXV Policy 1.1;

"Award" means any of an Option or RSU granted to a Participant pursuant to the terms of the Plan;

"Board" has the meaning ascribed thereto in Section 2.2(1) hereof;

"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;

"Cause" has the meaning ascribed thereto in Section 5.2(1) hereof;

"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:

- (a) any transaction (other than a transaction described in clause (c) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation's equity incentive plans;
- (b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation 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 Corporation immediately prior to such transaction;

- (c) 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 Corporation 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 Corporation and its Subsidiaries on a consolidated basis to any other person or entity, other than a disposition to a wholly-owned Subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its wholly-owned Subsidiaries;
- (d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets of the Corporation or wind up the Corporation'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 Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or
- (e) 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;

"Consultant" has the meaning ascribed thereto in TSXV Policy 4.4;

"Consulting Agreement" means, with respect to any Participant, any written consulting agreement between the Corporation or a Subsidiary and such Participant;

"Corporation" means Castlebar Resources Corp.;

"Dividend Equivalent" means a cash credit equivalent in value to a dividend paid on a Share credited to a Participant's Account;

"Effective Date" means the effective date of this Plan being [*], 2024;

"Eligibility Date" the effective date on which a Participant becomes eligible to receive long-term disability benefits (provided that, for greater certainty, such effective date shall be confirmed in writing to the Corporation by the insurance company providing such long-term disability benefits);

"Eligible Participants" means any director, executive officer, employee or Consultant of the Corporation or any of its Subsidiaries;

"Employment Agreement" means, with respect to any Participant, any written employment agreement between the Corporation 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;

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

"Insider" has the meaning ascribed thereto in TSXV Policy 1.1;

"Investor Relations Activities" has the meaning attributed thereto in the rules and policies of the TSXV as amended from time to time;

"Management Company Employee" has the meaning ascribed thereto in TSXV Policy 4.4;

"Market Value" means at any date when the market value of Shares is to be determined, (i) if the Shares are listed on the TSXV, the closing price of the Shares on the TSXV for the Trading Session on the day prior to the relevant time as it relates to an Award; (ii) if the Shares are not listed on the TSXV, then as calculated in paragraph (i) by reference to the price on any other stock exchange on which the Shares are listed (if more than one, then using the exchange on which a majority of trading in the Shares occurs); or (iii) 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;

"Non-Employee Director" means a member of the Board of Directors who is not otherwise an employee or executive officer of the Corporation or a Subsidiary;

"Notice of Redemption" means a notice in the form attached as Exhibit D to this Plan that may be delivered by a Participant to the Corporation as specified in Section 5 hereof, pursuant to which the Participant may, subject to the terms of the applicable RSU Agreement, request a redemption of all or a portion of the Participant's vested RSUs during a Restriction Period;

"Option" means an option granted by the Corporation 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;

"Option Agreement" means a written agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, a form of which is attached hereto as Exhibit A;

"Option Price" has the meaning ascribed thereto in Section 3.2 hereof;

"Option Term" has the meaning ascribed thereto in Section 3.4 hereof;

"Outstanding Issue" means the number of Shares that are outstanding as at a specified time, 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 Castlebar Resources Corp. Equity Incentive Plan, including any amendments or supplements hereto made after the effective date hereof;

"Restriction Period" means the period determined by the Board pursuant to Section 4.4 hereof;

"RSU" or **"Restricted Share Unit"** means a right awarded to a Participant to receive a payment in the form of Shares as provided in Article 4 hereof and subject to the terms and conditions of this Plan;

"RSU Agreement" means a written agreement between the Corporation and a Participant evidencing the grant of RSUs and the terms and conditions thereof, a form of which is attached hereto as Exhibit C;

"RSU Cash Equivalent" means the amount of money equal to the Market Value multiplied by the number of vested RSUs of a Participant that are to be redeemed for cash pursuant to a unilateral election by such Participant in a Notice of Redemption;

"Security Based Compensation" has the meaning ascribed thereto in TSXV Policy 4.4;

"Shares" means the common shares in the share capital of the Corporation;

"Stock Exchange" means the TSXV or if the Shares are not listed or posted for trading on any of such stock exchanges at a particular date, any other stock exchange on which the majority of the trading volume and value of the Shares are listed or posted for trading;

"Subsidiary" means a corporation, company or partnership that is controlled, directly or indirectly, by the Corporation;

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

"Tax Obligations" means the aggregate amount of all withholdings, source deductions and similar amounts required under any governing tax law with respect to the redemption of a RSU, including amounts funded by the Corporation on behalf of previous withholding tax, source deduction or similar payments and owed by the Participant to the Corporation, as applicable (which Tax Obligations are to be determined by the Corporation in its sole discretion);

"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 Corporation or one of its Subsidiaries and (ii) in the event of the termination of the Participant's employment, or position as director, executive or officer of the Corporation or a Subsidiary, or Consultant, the effective date of the termination as specified in the notice of termination provided to the Participant by the Corporation or the Subsidiary, as the case may be;

"Termination of Service" means that a Participant has ceased to be an Eligible Participant;

"Trading Session" means a trading session on a day which the applicable Stock Exchange is open for trading;

"TSXV" means the TSXV Venture Exchange;

"US Tax Code" means the United States' Internal Revenue Code of 1986, as amended;

"US Taxpayer" means a Participant who is a US citizen, US permanent resident or other person who is subject to taxation on their income under the US Tax Code;

"Vested Awards" has the meaning described thereto in Section 5.2(5) hereof; and

"**VWAP**" means the means the volume-weighted average trading price of the Shares on the TSXV calculated by dividing the total value by the total volume of the Shares traded for the five trading days immediately preceding the exercise of the subject Option, provided that the TSXV may exclude internal crosses and certain other special terms trades from the calculation.

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 provision of a table of contents, 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 Corporation 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 Corporation's welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Corporation or a Subsidiary;
- (b) to provide an incentive to such Eligible Participants to continue their services for the Corporation or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Corporation 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 Corporation or a Subsidiary; and
- (d) to provide a means through which the Corporation 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 Corporation (the "**Board**") or, if the Board by resolution so decides, by a committee or plan administrator appointed by the Board. If such committee or plan administrator is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee or plan administrator. Nothing contained herein shall prevent the Board from adopting other or additional Security Based Compensation or other compensation arrangements, subject to TSXV approval.
- (2) Subject to Article 6 and any applicable rules of a 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 Corporation, 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 Corporation, 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 or 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 Corporation 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 Corporation. For greater clarity, the Corporation 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, subject to TSXV approval.

Section 2.3 Participation in this Plan

- (1) The Corporation 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 Corporation, 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 Corporation 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 his or her 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 Corporation or any of its Subsidiaries. No asset of the Corporation or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation 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 his or her 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 Corporation.
- (3) Unless otherwise determined by the Board and subject to TSXV approval, the Corporation shall not offer financial assistance to any Participant in regards to the exercise of any Award granted under this Plan.
- (4) The Board may only grant Awards to an Employee, Consultant or Management Company Employee if such Employee, Consultant or Management Company Employee is a *bona fide* Employee, Consultant or Management Company Employee of the Corporation or a subsidiary of the Corporation, as the case may be. The Corporation and the Participant must ensure and confirm that the Participant is a bona fide Employee, Consultant or Management Company Employee.

Section 2.4 Shares Subject to the Plan

- (1) Subject to adjustment pursuant to provisions of Article 6 hereof, the total number of Shares reserved and available for grant and issuance pursuant to Options shall not exceed the number of Shares equal to 10% of the total issued and outstanding Shares of the Corporation (the "**Option Limit**").
- (2) Subject to adjustment pursuant to provisions of Article 6 hereof, the total number of Shares available for issuance from treasury under the Plan pursuant to RSUs will be [1,294,982], which is equal to 10% of the issued and outstanding Shares on the date the Corporation's Shares are listed for trading on the TSXV, (the "**RSU Limit**", together with the Option Limit, the "**Limit**"). Shares of the Corporation covered by RSUs that are settled by the Corporation shall not be available for grant again under the Plan unless approval of the RSU Limit is received by the TSXV and shareholders in accordance with Section 6.3.
- (3) If an outstanding Award (or portion thereof) expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised or settled in full, or if Shares acquired pursuant to an Award subject to forfeiture are forfeited, the Shares covered by such Award, if any, will again be available for issuance under the Plan. 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 Insiders, Individual Limits, Annual Grant Limits and Non-Employee Director Limits

- (1) The maximum number of Shares that may be made issuable pursuant to Awards made to any Eligible Participant under the Plan together with any other Security Based Compensation shall not exceed 5% of the issued and outstanding Shares on the grant date or within any 12-month period, unless disinterested shareholder approval has been obtained.
- (2) The aggregate number of Awards to any one Eligible Participant that is a Consultant of the Corporation in any 12-month period must not exceed 2% of the issued Shares calculated at the first such grant date.

- (3) The maximum number of Awards that may be issued to Insiders (as a group) under the Plan, together with all of the Corporation's other Security Based Compensation, within a 12-month period, may not exceed 10% of the issued Shares calculated on the date of grant, unless disinterested shareholder approval is obtained in accordance with TSXV policies.
- (4) The maximum number of Shares that may be issued to Insiders (as a group) under the Plan, together with all of the Corporation's other Security Based Compensation, may not exceed 10% of the issued Shares at any time unless disinterested shareholder approval is obtained in accordance with TSXV policies.
- (5) The aggregate number of Options to all Persons retained to provide Investor Relations Activities must not exceed 2% of the issued Shares in any 12-month period calculated at the first such grant date (and including any Eligible Participant that performs Investor Relations Activities and/or whose role or duties primarily consist of Investor Relations Activities).
- (6) Options granted to any Person retained to provide Investor Relations Activities must vest in a period of not less than 12-months from the date of grant and with no more than 25% of the Options vesting in any three month period notwithstanding any other provision of this Plan.
- (7) Restricted Share Units may not be granted to Persons performing Investor Relations Activities.

Section 2.6 Granting of Awards

Any Award granted under the Plan shall be subject to the requirement that, if at any time counsel to the Corporation 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 Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

ARTICLE 3 OPTIONS

Section 3.1 Nature of Options

An Option is an option granted by the Corporation 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 (including Performance Criteria, if applicable) 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 a 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

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 (10) years from the date the Option is granted ("**Option Term**"). Unless otherwise determined by the Board, all unexercised Options shall be cancelled at the expiry of such Options.

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 pursuant to the achievement of such Performance Criteria 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 the Corporation's insider trading policy. The Corporation shall not issue any Shares to a Participant prior to the Corporation being satisfied in its sole discretion that all applicable taxes under Section 7.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular Option.

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 hereof) 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, a form of which is attached hereto as Exhibit B, to the Corporation at its registered office to the attention of the Corporate Secretary of the Corporation (or the individual that the Corporate Secretary of the Corporation may from time to time designate) or give notice in such other manner as the Corporation 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 confirmation of Net Exercise described below of the purchase price for the number of Shares specified therein and, if required by Section 7.2, the amount necessary to satisfy any taxes:
 - (a) Cash Exercise – Consideration may be paid by sending a wire transfer or by delivering a certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate Option Price of the Shares to be purchased pursuant to the exercise of the Option plus any applicable withholding tax deducted or withheld pursuant to Section 7.2;
 - (b) Exercise Funded by Loan – Subject to approval from the Corporation and further subject to the Shares being traded on the Exchange, consideration may be paid by sending a wire transfer, certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate Option Price of the Shares then being purchased pursuant to the exercise of the Option, with the aggregate Option Price being funded as follows: (i) a brokerage firm loans the aggregate Option Price to the holder (the "**Loan**"); (ii) the Corporation issues the Shares then being purchased pursuant to the exercise of the Option and deposits the Shares with the brokerage firm; (iii) the brokerage firm then sells a sufficient number of those Shares on behalf of the holder to generate net cash sale proceeds to repay the Loan; and (iv) the net cash sale proceeds are applied in full repayment of the Loan to the brokerage firm and the holder is entitled to receive any

remaining balance of the net cash sale proceeds and the balance of the Shares, less any applicable withholding tax deducted or withheld pursuant to Section 7.2; or

- (c) Net Exercise – Subject to approval of the Corporation, and further subject to the Shares being traded on the Exchange, consideration may be paid by a holder (excluding those providing Investor Relations Activities), by surrendering or terminating the right to purchase a certain number of the Shares otherwise issuable under the Options such that the net value of the rights surrendered or terminated is equal to the aggregate Option Price of the net number of Shares to be issued and, in that case, the aggregate Option Price of the net number of Shares to be issued will be paid and satisfied by the surrender or termination of such rights, and the holder will only receive the net number of Shares that is equal to the quotient obtained by dividing: (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the Option Price of the subject Options, by (ii) the VWAP of the underlying Shares. The number of Shares delivered to the Option Holder may be further reduced to satisfy applicable tax withholding obligations pursuant to Section 7.2.
- (2) Upon the exercise, the Corporation shall, as soon as practicable after such exercise but no later than ten (10) 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 Corporation to be maintained by the transfer agent and registrar of the Shares.

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 shall contain such terms that may be considered 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 a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

ARTICLE 4 RESTRICTED SHARE UNITS

Section 4.1 Nature of RSUs

An RSU is an Award in the nature of a bonus for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Participant to acquire Shares 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.

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, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and Restriction Period of such RSUs, 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.
- (2) Subject to the vesting and other conditions and provisions in this Plan and in the RSU Agreement, each RSU awarded to a Participant shall entitle the Participant to receive on settlement one Share. For greater certainty, the Corporation is obligated to deliver one Share on the settlement of each RSU and shall have no independent discretion to settle a RSU in cash or other property other than Shares (subject only to an election by a Participant in accordance with Section 4.5(3), below).

Section 4.3 RSU Agreements

- (1) The grant of a RSU by the Board shall be evidenced by a RSU Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. Such RSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board, on the recommendation of the Committee, deems appropriate for inclusion in a RSU Agreement. The provisions of the various RSU Agreements issued under this Plan need not be identical.
- (2) The RSU Agreement shall contain such terms that the Corporation 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 a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

Section 4.4 Vesting and Restriction Period

- (1) RSUs may not vest before the date that is one year following the date they are granted, except in the case of an acceleration for a Participant who dies or who ceases to be an eligible Participant in connection with a change of control, take-over bid, reverse takeover or other similar transaction.
- (2) Except as set forth in Section 4.4(1), the Board shall have sole discretion to determine if any Performance Criteria and/or other vesting conditions with respect to a RSU, and as contained in the RSU Agreement governing such RSU, have been met and shall communicate to a Participant as soon as reasonably practicable when any such applicable Performance Criteria has been satisfied.
- (3) The Board shall determine, and shall evidence in the applicable RSU Agreement, the period during which a vested RSU may be redeemed by either the Corporation or the Participant, and may determine the maximum period, during which any vested RSU may remain outstanding prior to settlement, but in all cases shall end no later than three (3) years after the Performance Period (the "**Restriction Period**").

Section 4.5 Redemption / Settlement of RSUs

- (1) Subject to the terms of the applicable RSU Agreement (including confirmation satisfaction of any Performance Criteria, which shall be at the sole discretion of the Corporation), vested RSUs may be redeemed by a Participant, in whole or in part, at any time on or prior to the end of the Restriction Period, upon delivery of a Notice of Redemption to the Corporation in the form attached hereto as Exhibit D. The Notice of Redemption shall specify the date upon which such vested RSUs shall be redeemed, which date shall be no later than the end of the Restriction Period (the "**Redemption Date**").
- (2) Upon receipt by the Corporation of a Notice of Redemption, the Corporation shall redeem the RSUs on the Redemption Date and shall satisfy the redemption, as soon as reasonably practicable, by issuing from treasury one Share for each full RSU to be redeemed (subject to the satisfaction of any applicable withholding tax under Section 7.2.). For greater certainty, the Corporation shall not issue any Shares to a Participant in satisfaction of the redemption of a RSU prior to the Corporation being satisfied in its sole discretion that all applicable taxes under Section 7.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular RSU.
- (3) Notwithstanding Section 4.5(2), the Participant will have, at its sole discretion, the ability to elect in its Notice of Redemption to redeem such portion (and only such portion) of its vested RSUs on the Redemption Date for a cash amount equal to the Tax Obligations associated with aggregate number of RSUs to be redeemed (the "**RSU Cash Equivalent**") in lieu of receiving Shares for such RSUs. For greater certainty, the Corporation will have no discretion to satisfy the redemption of any RSUs for the RSU Cash Equivalent in the absence of a unilateral election by the Participant in its Notice of Redemption.
- (4) Notwithstanding Sections 4.5(1) to (3), the Corporation shall be entitled to redeem any vested RSUs on or prior to the end of the Restriction Period and to establish the applicable Redemption Date, subject to the terms of any applicable RSU Agreement. Subject to the terms of the applicable RSU Agreement, if the Corporation proposes to redeem a Participant's vested RSUs, it shall first provide notice to the Participant at least five (5) days prior to the proposed redemption indicating the proposed Redemption Date, during which time the Participant will be entitled to exercise its rights in Section 4.5(1) to complete and deliver to the Corporation a Notice of Redemption in respect of such RSUs (provided that the Participant will not be entitled to select in such Notice of Redemption a Redemption Date that is different from the Redemption Date otherwise specified by the Corporation). If the Participant does not deliver a Notice of Redemption to the Corporation prior to the proposed Redemption Date, the Corporation shall redeem such RSUs on the Redemption Date and deliver the applicable number of Shares to the Participant as soon as reasonably practicable, subject to the satisfaction of any applicable withholding tax under Section 7.2.
- (5) Settlement of RSUs shall take place through:
 - (a) 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, subject to satisfaction of any applicable withholding tax under Section 7.2;
 - (b) 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, subject to satisfaction of any applicable withholding tax under Section 7.2, to be evidenced by a book position on

the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares; and

- (c) where a Participant has elected in a Notice of Redemption to settle a portion of its RSUs for the RSU Cash Equivalent, the Participant shall be deemed to have instructed the Corporation to withhold and remit such RSU Cash Equivalent to the applicable taxation authorities on account of any withholding obligations of the Corporation pursuant to Section 7.2 and the Corporation shall deliver any excess cash after making the necessary remittances as soon as reasonable practicable.

Section 4.6 Determination of Amounts

- (1) For purposes of determining any RSU Cash Equivalent, such calculation will be made on the Redemption Date based on the Market Value on such date multiplied by the number of vested RSUs in the Participant's Account that the Participant has elected in a Notice of Redemption to be settled 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 4.5, such calculation will be made on the Redemption Date based on the whole number of Shares equal to the whole number of vested RSUs then recorded in the Participant's Account less any RSUs that a Participant has elected in a Notice of Redemption to be settled in the RSU Cash Equivalent.

Section 4.7 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 if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional RSUs, the number of which shall be equal to a fraction where the numerator is the product of (i) the number of RSUs in such Participant's Account on the date that dividends are paid multiplied by (ii) the dividend paid per Share and the denominator of which is the Market Value of one Share calculated on the date that dividends are paid. Any additional RSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting and Restriction Periods) as the RSUs in respect of which such additional RSUs are credited. Any RSUs credited to a Participant's Account pursuant to Dividend Equivalents are also subject to the limits set forth in Sections 2.4 and 2.5 of the Plan. If the Corporation is unable to credit a Participant additional RSUs pursuant to Dividend Equivalents due to the restrictions in Sections 2.4 and 2.5 then the Corporation may pay the Participant the equivalent cash amount that they may otherwise be entitled to. 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 Corporation's account.

ARTICLE 5 GENERAL CONDITIONS

Section 5.1 General Conditions Applicable to Awards

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

- (1) **Vesting Period.** Each Award granted hereunder shall vest in accordance with the terms of the Grant Agreement entered into in respect of such Award. Subject to Section 4.4(1), the Board has the right to accelerate the date upon which any Award becomes exercisable notwithstanding the vesting schedule set forth for such Award, regardless of any adverse or potentially adverse tax consequence resulting from such acceleration. There is no accelerated vesting allowed for Persons completing Investor Relations Activities without prior TSXV approval.

- (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 Corporation or a Subsidiary to the Participant of employment or another service relationship with the Corporation or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Corporation 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 Corporation 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 Corporation 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. Without in any way limiting the generality of the foregoing, 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 Corporation ceasing to be a Subsidiary of the Corporation, 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 Corporation and not of the Corporation itself, whether or not then exercisable, shall automatically terminate on the date of such change.

Section 5.2 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 Corporation 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

Corporation's codes of conduct and any other reason determined by the Corporation to be cause for termination.

- (2) **Termination not for Cause.** Upon a Participant ceasing to be an Eligible Participant as a result of his or her employment or service relationship with the Corporation 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 up to twelve (12) months after the Termination Date, or the expiry date of the Award set forth in the Grant Agreement, after which the Option will expire.
- (3) **Resignation.** Upon a Participant ceasing to be an Eligible Participant as a result of his or her resignation from the Corporation or a Subsidiary, (i) each unvested Option granted to such Participant shall terminate and become void immediately upon resignation and (ii) each vested Option granted to such Participant will cease to be exercisable on the earlier of up to twelve (12) months following the Termination Date and the expiry date of the Option set forth in the Grant Agreement, after which the Option will expire.
- (4) **Permanent Disability/Retirement.** Upon a Participant ceasing to be an Eligible Participant by reason of retirement 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 up to twelve (12) months from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with the Corporation or any Subsidiary by reason of permanent disability, and the expiry date of the Award 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 up to twelve (12) months after the Participant's death or prior to the expiration of the original term of the Options whichever occurs earlier.
- (6) **Leave of Absence.** Upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in the Plan shall be terminated, provided that all vested Options in the Participant's Account shall remain outstanding and in effect until the applicable exercise date, or an earlier date determined by the Board at its sole discretion.

Section 5.3 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 his or her resignation from the Corporation 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 that relate to such Participant's unvested RSUs shall be forfeited and cancelled on the Termination Date.
- (2) **Death, Leave of Absence or Termination of Service.** Except as otherwise determined by the Board from time to time, at its sole discretion, upon a Participant electing a voluntary leave of

absence of more than twelve (12) months, including maternity and paternity leaves, or upon a Participant ceasing to be Eligible Participant as a result of (i) death, (ii) retirement, (iii) Termination of Service for reasons other than for Cause, (iv) his or her employment or service relationship with the Corporation 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 Restriction Period in progress shall remain outstanding and in effect pursuant to the terms of the applicable RSU Agreement, and

- (a) If the Board determines that the vesting conditions are not met for such RSUs, then all unvested RSUs credited to such Participant's Account shall be forfeited and cancelled and the Participant's rights that relate to such unvested RSUs shall be forfeited and cancelled; and
 - (b) If the Board determines that the vesting conditions are met for such RSUs, the Participant shall be entitled to receive pursuant to Section 4.5 that number of Shares equal to the number of RSUs outstanding in the Participant's Account in respect of such Restriction Period multiplied by a fraction, the numerator of which shall be the number of completed months of service of the Participant with the Corporation or a Subsidiary during the applicable Restriction Period as of the date of the Participant's death, retirement, termination or Eligibility Date and the denominator of which shall be equal to the total number of months included in the applicable Restriction Period (which calculation shall be made as of the date that the applicable RSUs are to be settled) and the Corporation shall (i) issue such number of Shares to the Participant or the liquidator, executor or administrator, as the case may be, of the estate of the Participant, as soon as practicable thereafter, but no later than the end of the Restriction Period, and (ii) debit the corresponding number of RSUs from the Account of such Participant's or such deceased Participants', as the case may be, and the Participant's rights to all other Shares that relate to such Participant's RSUs shall be forfeited and cancelled. The terms of Section 4.5 shall apply insofar as the Participant or the liquidator, executor or administrator, as the case may be, of the estate of the Participant shall be reasonably entitled to complete a Notice of Redemption and elect a RSU Cash Equivalent prior to the redemption of vested RSUs by the Corporation pursuant to this Section 5.3(2)(b).
- (3) **General.** For greater certainty, where (i) a Participant's employment or service relationship with the Corporation or a Subsidiary is terminated pursuant to Section 5.3(1) or Section 5.3(2) hereof or (ii) a Participant elects for a voluntary leave of absence pursuant to Section 5.3(2) hereof 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 for a period of up to twelve months following the termination of employment or the service relationship.

ARTICLE 6 ADJUSTMENTS AND AMENDMENTS

Section 6.1 Adjustment to Shares Subject to Outstanding Awards

At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, 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 Corporation with or into another corporation, or (v) any distribution to all holders of Shares or other securities in the capital of the Corporation, of cash, evidences of indebtedness or other assets of the Corporation (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 Corporation 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 of kind of Shares reserved for issuance pursuant to the Plan.

Section 6.2 Change of Control

- (1) In the event of a potential Change of Control, the Board shall have the power, in its sole discretion, to modify the terms of this Plan and/or the Awards to assist the Participants to tender into a take-over bid or participating in any other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to (i) provide that any or all Awards shall thereupon terminate, provided that any such outstanding Awards that have vested shall remain exercisable until consummation of such Change of Control, and (ii) permit Participants to conditionally exercise their vested Options, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 6.2 is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 6.2 or the definition of "Change of Control": (i) any conditional exercise of vested Options shall be deemed to be null, void and of no effect, and such conditionally exercised Awards shall for all purposes be deemed not to have been exercised, (ii) Shares which were issued pursuant to exercise of Options which vested pursuant to this Section 6.2 shall be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares, and (iii) the original terms applicable to Awards which vested pursuant to this Section 6.2 shall be reinstated.
- (2) If the Corporation completes a transaction constituting a Change of Control and within twelve (12) months following the Change of Control a Participant who was also an officer or employee of, or Consultant to, the Corporation prior to the Change of Control has their position, employment or consulting agreement terminated, or the Participant is constructively dismissed, then all unvested Awards shall immediately vest and become exercisable, and remain open for exercise until the earlier of their expiry date set out in the Award Agreement and for certainty in the case of Options, the date that is twelve (12) months after such termination or dismissal.
- (3) There is no accelerated vesting allowed for Persons completing Investor Relations Activities without prior TSXV approval.

Section 6.3 Amendment or Discontinuance of the Plan

- (1) The Board may suspend or terminate the Plan at any time, or from time to time amend or revise the terms of the Plan or any granted Award without the consent of the Participants provided that such suspension, termination, amendment or revision shall:
 - (a) not adversely alter or impair the rights of any Participant, without the consent of such Participant except as permitted by the provisions of the Plan;

- (b) be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Corporation, the TSXV, or any other regulatory body having authority over the Corporation; and
 - (c) be subject to shareholder approval, including disinterested shareholder approval, where required by law or the requirements of the TSXV provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation make amendments to this Plan, including, but not limited to, the following:
 - (i) any amendment to the vesting provision of the Awards, if applicable;
 - (ii) any amendment to the expiration date of an Award that does not extend the terms of the Award past the original date of expiration of such Award;
 - (iii) any amendment which accelerates the date on which any Option may be exercised under the Plan;
 - (iv) any amendment necessary to comply with applicable law or the requirements of the TSXV or any other regulatory body;
 - (v) any amendment of a "housekeeping" nature, including to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan;
 - (vi) any amendment regarding the administration of the Plan;
 - (vii) any amendment to add provisions permitting the grant of Awards settled otherwise than with Shares issued from treasury, or adopt a clawback provision applicable to equity compensation but subject to TSXV approval; and
 - (viii) any other amendment that does not require the approval of the shareholders of the Corporation under Section 6.3(2).
- (2) Notwithstanding Section 6.3(1), the Board shall be required to obtain disinterested shareholder approval to make the following amendments:
- (a) any increase to the maximum number of Shares issuable under the Plan, except in the event of an adjustment pursuant to Article 6;
 - (b) except in the case of an adjustment pursuant to Article 6, any amendment which reduces the exercise price of an Insider's Option or any cancellation of an Insider's Option and replacement of such Option with an Option with a lower exercise price;
 - (c) any amendment which extends the expiry date of any Award to an Insider, or the Restriction Period of any RSU granted to an Insider beyond the original expiry date or Restriction Period;
 - (d) any amendment which increases the maximum number of Shares that may be (i) issuable to Insiders at any time; or (ii) issued to Insiders under the Plan and any other proposed or established Security Based Compensation in a one-year period, except in case of an adjustment pursuant to Article 6;
 - (e) any amendment to the number of Shares that may be made issuable pursuant to Awards made to employees and Non-Employee Directors within any one-year period;

- (f) any applicable amendment to the limits on Awards set out in Section 2.5; and
- (g) any amendment to the definition of an Eligible Participant under the Plan;

provided that Shares held directly or indirectly by Insiders benefiting from the amendments shall be excluded when obtaining such shareholder approval.

ARTICLE 7 MISCELLANEOUS

Section 7.1 Use of an Administrative Agent and Trustee

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent or trustee to administer the Awards granted under the Plan and to act as trustee 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 Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

Section 7.2 Tax Withholding

- (1) 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 Corporation 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 Corporation determines, including by (a) having the Participant elect to have the appropriate number of such Shares sold by the Corporation, the Corporation's transfer agent and registrar or any trustee appointed by the Corporation pursuant to Section 7.1 hereof, 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 Corporation, 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 Corporation as appropriate.
- (2) Notwithstanding Section 7.2(1), the applicable tax withholdings may be waived where a Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan in circumstances to which subsection 100(3) of the regulations made under the Tax Act apply.
- (3) This section will not supersede the requirements under TSXV Policy 4.4 nor potentially result in the alteration of the exercise price.

Section 7.3 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 Corporation pursuant to any such law, government regulation or stock exchange listing requirement) or any policy adopted by the Corporation and is subject to TSXV approval. 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 Corporation, 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 he or she is bound, or (ii) any policy adopted by the Corporation 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 Corporation 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 any related policy adopted by the Corporation. 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 Corporation nor any other person, other than the Participant and his or her permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or his or her permitted transferees, if any, that may arise in connection with this Section 7.3.

Section 7.4 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 Corporation'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 Corporation, be required. The Corporation 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, 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.
- (3) The Corporation 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.
- (4) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

Section 7.5 Reorganization of the Corporation

The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation 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 7.6 Quotation of Shares

So long as the Shares are listed on one or more Stock Exchanges, the Corporation 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 Corporation cannot guarantee that such Shares will be listed or quoted on any Stock Exchange.

Section 7.7 No Fractional Shares

No fractional Shares shall be issued upon the exercise of any Option granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of such Option, or from an adjustment permitted by the terms of this Plan, such Participant shall only have the right to purchase 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 7.8 TSXV Policy

The Plan is subject to the limitations set forth in Policy 4.4 of the TSXV.

Section 7.9 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 7.10 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 7.11 Section 409A of the Tax Code

It is intended that any payments under the Plan to US Taxpayers shall be exempt from or comply with Section 409A of the Code, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Section 409A of the Code.

EXHIBIT A
TO EQUITY INCENTIVE PLAN OF CASTLEBAR RESOURCES CORP.

FORM OF OPTION AGREEMENT

This Option Agreement is entered into between Castlebar Resources Corp. (the "**Company**") and the Participant named below, pursuant to the Company's Equity Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. _____ (the "**Grant Date**"),
2. _____ (the "**Participant**")
3. was granted _____ options ("**Options**") to purchase common shares of the Company, in accordance with the terms of the Plan, which Options will bear the following terms:
 - (a) Exercise Price and Expiry. Subject to the vesting conditions specified below, the Options will be exercisable by the Participant at a price of \$[●] per common share (the "**Option Price**") at any time prior to expiry on [●] (the "**Expiration Date**").
 - (b) Vesting; Time of Exercise. Subject to the terms of the Plan, the Options shall vest and become exercisable as follows:

Number of Options	Vested On
_____	_____
_____	_____
_____	_____

If the number of common shares vesting in a tranche set forth above covers a fractional common share, such fractional common share will be rounded down to the nearest whole number of common shares. Notwithstanding anything to the contrary herein, the Options shall expire on the Expiration Date set forth above and must be exercised, if at all, on or before the Expiration Date. Options are denominated in Canadian dollars (C\$).

4. The Options shall be exercisable only by delivery to the Company of a duly completed and executed notice in the form attached to this Option Agreement (the "**Exercise Notice**"), together with payment of the Option Price for each common share covered by the Exercise Notice (including an amount equal to any applicable Tax Obligations).
5. Subject to the terms of the Plan, unless otherwise specified in the Exercise Notice, the Options shall be deemed to be exercised upon receipt by the Company of such written Exercise Notice accompanied by the exercise price (including an amount equal to any applicable Tax Obligations).
6. The Participant hereby represents and warrants (on the date of this Option Agreement and upon each exercise or termination of Options) that:
 - (a) the Participant has not received any offering memorandum, or any other documents (other than annual financial statements, interim financial statements or any other document the content of which is prescribed by statute or regulation, other than an offering memorandum) describing the business and affairs of the Company that has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the common shares;

- (b) the Participant is acquiring the common shares without the requirement for the delivery of a prospectus or offering memorandum, pursuant to an exemption under applicable securities legislation and, as a consequence, is restricted from relying upon the civil remedies otherwise available under applicable securities legislation and may not receive information that would otherwise be required to be provided to it;
- (c) the Participant has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and does not desire to utilize a registrant in connection with evaluating such merits and risks;
- (d) the Participant acknowledges that an investment in the common shares involves a high degree of risk, and represents that it understands the economic risks of such investment and is able to bear the economic risks of this investment;
- (e) the Participant acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any Options, as provided in Section 7.2 of the Plan;
- (f) this Option Agreement constitutes a legal, valid and binding obligation of the Participant, enforceable against him in accordance with its terms; and
- (g) the execution and delivery of this Option Agreement and the performance of the obligations of the Participant hereunder will not result in the creation or imposition of any lien, charge or encumbrance upon the common shares.

The Participant acknowledges that the Company is relying upon such representations and warranties in granting the Options and issuing any common shares upon exercise thereof.

7. The Participant's delivery of the signed Exercise Notice to exercise the Options (in whole or in part) shall be accompanied by full payment of the exercise price for the Shares being purchased (including an amount equal to the Tax Obligations). Payment for the Shares may be made by certified cheque or wire transfer in readily available funds.
8. The Participant acknowledges and represents that: (a) the Participant fully understands and agrees to be bound by the terms and provisions of this Option Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Option Agreement, and (c) hereby accepts these Options subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Option Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Option Agreement and the Plan, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement.
9. This Option Agreement and the terms of the Plan incorporated herein (with the Exercise Notice, if the Option is exercised) constitutes the entire agreement of the Company and the Participant (collectively the "**Parties**") with respect to the Options and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Option Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this Option Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

IN WITNESS WHEREOF the Company and the Participant have executed this Option Agreement as of _____, 20__.

Castlebar Resources Corp.

Per: _____
Authorized Signatory

If the Participant is an individual:

EXECUTED by [●] in the presence of:)
)
)
_____)
Signature)
)
)
_____)
Print Name)
)
)
_____)
Address)
)
)
_____)
Occupation)

[NAME OF PARTICIPANT]

If the Participant is not an individual:

[NAME OF PARTICIPANT]

Per: _____
Authorized Signatory

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your Options.

EXHIBIT B
TO EQUITY INCENTIVE PLAN OF CASTLEBAR RESOURCES CORP.

FORM OF EXERCISE NOTICE

TO: CASTLEBAR RESOURCES CORP.

This Exercise Notice is made in reference to stock options ("**Options**") granted under the Equity Incentive Plan (the "**Plan**") of Castlebar Resources Corp. (the "**Company**"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The undersigned (the "**Participant**") holds Options under the Plan to purchase [●] common shares of the Company at a price per common share of \$[●] (the "**Option Price**") pursuant to the terms and conditions set out in that certain option agreement between the Participant and the Company dated [●] (the "**Option Agreement**"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The Participant hereby irrevocably directs the exercise of _____ Options held by the Participant pursuant to the Option Agreement at the Option Price per common share for an aggregate exercise price of \$_____ (the "**Aggregate Option Price**") on the terms specified in the Option Agreement and intends to pay for the exercised Options in the following form of consideration:

- ☐ Cash Exercise – consideration to be paid by sending a wire transfer, certified cheque or bank draft.
- ☐ Exercise Funded by Loan – consideration to be paid by sending a wire transfer, certified cheque or bank draft.
- ☐ Net Exercise – consideration to be paid by surrendering or terminating the right to purchase a certain number of Shares such that the undersigned will only receive the net number of Shares listed below, calculated as follows:

Net Shares = A / B

Where:

A = C (B – D)

B = VWAP of the underlying Shares

C = Number of Options being exercised

D = Option Price of the Option

Net Share Calculation (to be completed by Corporation upon receipt of Exercise Notice)

The Participant acknowledges that, in addition to the Aggregate Option Price, the Company will require that the Participant also provide to the Company a certified cheque or evidence of wire transfer equal to the amount of any Tax Obligations associated with the exercise of such Options before the Company will issue any common shares to the Participant in settlement of the Options. The Company shall have the sole discretion to determine the amount of any such Tax Obligations and shall inform the Participant of this amount as soon as reasonably practicable upon receipt of this completed Exercise Notice.

Registration:

The common shares issued pursuant to this Exercise Notice are to be registered in the name of the undersigned and are to be delivered, as directed below:

Name: _____

Address: _____

Date

Name of Participant

Signature of Participant or Authorized Signatory

EXHIBIT C
TO EQUITY INCENTIVE PLAN OF CASTLEBAR RESOURCES CORP.

FORM OF RSU AGREEMENT

This RSU Agreement is entered into between Castlebar Resources Corp. (the "**Company**") and the Participant (as defined herein) named below, pursuant to the Company's Equity Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. _____ (the "**Grant Date**"),
2. _____ (the "**Participant**")
3. was granted _____ Restricted Share Units ("**RSUs**"), in accordance with the terms of the Plan, which RSUs will vest as follows:

Number of RSUs	Vested On
_____	_____
_____	_____
_____	_____

all on the terms and subject to the conditions set out in the Plan.

4. The performance period for this grant of RSUs commences on the Grant Date and ends at the close of business on [●] (the "**Performance Period**"). The restriction period for this grant of RSUs commences on the Grant Date and ends at the close of business on [●] (the "**Restriction Period**").
5. By signing this agreement, the Participant:
 - (a) acknowledges that he or she has read and understands the Plan, agrees with the terms and conditions thereof which shall be deemed to be incorporated into and form part of this RSU Agreement (subject to any specific variations contained in this RSU Agreement);
 - (b) acknowledges that, subject to the vesting and other conditions and provisions in this RSU Agreement, each RSU awarded to the Participant shall entitle the Participant to receive on settlement one common share of the Company. For greater certainty, the Company is obligated to deliver one common share of the Company on the settlement of each RSU and shall have no independent discretion to settle a RSU in cash or other property other than common shares, unless and until the Participant makes an election for a RSU Cash Equivalent in an applicable Notice of Redemption;
 - (c) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any RSU, as provided in Section 7.2 of the Plan;
 - (d) agrees that a RSU does not carry any voting rights;
 - (e) acknowledges that the value of the RSUs granted herein are denominated in Canadian dollars (C\$), and such value is not guaranteed;

- (f) recognizes that, at the sole discretion of the Company, the Plan can be administered by a designee of the Company by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Company.
6. RSUs granted pursuant to this RSU Grant Agreement that have vested in accordance with the schedule above may be redeemed by the Participant, in whole or in part, at any time on or prior to the end of the Restriction Period set out above, upon delivery of a Notice of Redemption to the Company in the form attached hereto. The Notice of Redemption shall specify the date upon which such vested RSUs shall be redeemed, which date shall be no later than the end of the Restriction Period.
7. The Participant acknowledges and represents that: (a) the Participant fully understands and agrees to be bound by the terms and provisions of this RSU Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this RSU Agreement, and (c) hereby accepts these RSUs subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this RSU Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this RSU Agreement and the Plan, has had an opportunity to obtain the advice of counsel prior to executing this RSU Agreement.
8. This RSU Agreement and the terms of the Plan incorporated herein (with the Notice of Redemption, if the RSUs vest and are redeemed) constitutes the entire agreement of the Company and the Participant (collectively the "**Parties**") with respect to the RSUs and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This RSU Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this RSU Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Company and the Participant have executed this RSU Agreement as of _____, 20__.

Castlebar Resources Corp.

Per: _____
Authorized Signatory

If the Participant is an individual:

EXECUTED by [●] in the presence of:)
)
)
_____)
Signature)
)
_____)
Print Name)
)
_____)
Address)
_____)
_____)
_____)
Occupation)

[NAME OF PARTICIPANT]

If the Participant is not an individual:

[NAME OF PARTICIPANT]

Per: _____
Authorized Signatory

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your RSUs.

EXHIBIT D
TO EQUITY INCENTIVE PLAN OF CASTLEBAR RESOURCES CORP.

FORM OF NOTICE OF REDEMPTION

TO: CASTLEBAR RESOURCES CORP.

This Notice of Redemption is made in reference to RSUs granted under the Equity Incentive Plan (the "**Plan**") of Castlebar Resources Corp. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

Participant Information:

Name: _____
Address: _____

Telephone Number: _____

RSU Information:

Date of Grant: _____
of RSUs to be redeemed: _____
Participant elects to redeem relevant
number of RSUs for cash to settle Tax
Obligations [indicate "Yes" or "No"] _____

Registration:

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

Name: _____
Address: _____

Acknowledgment:

1. This Notice of Redemption is subject to the terms and conditions of the Plan.
2. RSUs redeemed for cash to settle Tax Obligations pursuant to this Notice of Redemption will be priced at the Market Value.

Date

Name of Participant

Date

Signature of Participant or Authorized Signatory