MIDNIGHT SUN MINING CORP.
Suite 1205, 789 West Pender Street
Vancouver, British Columbia V6C 1H2

STATEMENT OF EXECUTIVE COMPENSATION

General

The following information is provided as required under Form 51-102 F6V – *Statement of Executive Compensation for Venture Issuers.* "Venture Issuer" has the meaning as defined in National Instrument 51-102 *Continuous Disclosure Obligations* ("**NI 51-102**").

Director and Named Executive Officer Compensation

In this section "Named Executive Officer" means the Chief Executive Officer ("**CEO**"), the Chief Financial Officer ("**CFO**") and the most highly compensated executive officer, other than the CEO and CFO, who was serving as an executive officer at the end of the most recently completed financial year and whose total compensation was more than $150,000, including any individual for whom disclosure would have been provided except that any such individual was not serving as an executive officer of the Company at the end of the most recently completed financial year.

Allan Fabbro, the President and CEO, Alastair Brownlow, the CFO, and Matthew MacKenzie, the Executive Vice President and Corporate Secretary, are the "Named Executive Officers" ("**NEOs**") of the Company for the purposes of the following disclosure. The directors of the Company who were not NEOs during the financial year ended December 31, 2025 were Wayne Moorhouse, Brett Richards, Richard Mazur and Robert Sibthorpe.

Oversight and Description of Director and NEO Compensation

Compensation Discussion and Analysis

This report has been prepared by the Board. The Board assumes responsibility for reviewing and monitoring the compensation for the senior management of the Company and as part of that mandate determines the compensation of the President and Chief Executive Officer and the Chief Financial Officer.

The Company has not engaged the services of an independent compensation consultant for the purpose of establishing an executive compensation policy. At this time, the Company has no current dataset of comparable salaries with which to establish a competitive and comparable compensation structure.

Commencing in 2020, the Board formed a Compensation Committee to review executive compensation at least once annually, as well as the risks, if any, associated with the Company's compensation policies and practices and make recommendations to the Board at such time.

Due to the small size of the Company and the current level of the Company's activity, the Board is able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular meetings of the Board during which financial and other information of the Company are reviewed. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

The Company has not adopted a policy restricting its executive officers or directors from purchasing financial instruments that are designated to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Company, none of the executive officers or directors have purchased such financial instruments.

Philosophy and Objectives

The compensation program for the senior management of the Company is designed to ensure that the level and form of compensation achieves certain objectives, including:

(a) attracting and retaining talented, qualified and effective executives;

(b) motivating the short and long-term performance of these executives; and

(c) better aligning their interests with those of the Company's shareholders.

Resources permitting, in compensating its senior management, the Company has employed a combination of base salary, bonus compensation and equity participation through its stock option plan.

Base Salary

In the view of the Board, paying base salaries which are competitive in the markets in which the Company operates is a first step to attracting and retaining talented, qualified and effective executives. Competitive salary information on companies in a similar industry is compiled from a variety of sources, including surveys conducted by independent consultants and national and international publications.

Cash Incentive Compensation

The Company's primary objective is to aim to achieve certain strategic objectives and milestones. The Board approves executive bonus compensation dependent upon the Company meeting those strategic objectives and milestones and sufficient cash resources being available for the granting of bonuses.

Equity Participation

The Board believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through the Company's stock option plan. Stock options are granted to senior executives taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. Options granted to senior executives generally vest immediately.

Given the evolving nature of the Company's business, the Board continues to review and redesign the overall compensation plan for senior management so as to continue to address the objectives identified above.

Compensation of the Named Executive Officers

Compensation of each of the NEOs is approved by the Board. Base cash compensation and variable cash compensation levels are based on market survey data provided to the Board and collected from publicly available information.

Option-Based Awards

The Company has in place a stock option plan in place, which was established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continuing association with the Company. Management proposes stock option grants to members of the Board based on such criteria as performance, previous grants, and hiring incentives. All grants require approval of the Board. The stock option plan is administered by the Board and provides that options will be issued to directors, officers, employees or consultants of the Company or a subsidiary of the Company. The Board reviews the grants of stock options on a quarterly basis.

Summary Compensation Table

The compensation paid to the directors and NEOs during the Company's two most recently completed financial years ended December 31, 2025 and 2024 is set out below and expressed in Canadian dollars:

Table of compensation excluding compensation securities							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Allan Fabbro	2025	180,000	180,000	12,000	Nil	Nil	372,000 (1)
President, CEO and Director	2024	150,000	125,000	12,000	Nil	Nil	287,000
Alastair Brownlow	2025	78,000	25,000	Nil	Nil	Nil	103,000(2)
CFO	2024	78,000	25,000	Nil	Nil	Nil	103,000(2)
Matthew MacKenzie	2025	165,000	135,000	Nil	Nil	Nil	300,000
Executive VP and Corporate Secretary	2024	136,500	85,000	Nil	Nil	Nil	221,500

Table of compensation excluding compensation securities							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Brett Richards	2025	Nil	25,000	12,000	Nil	Nil	37,000
Director	2024	Nil	Nil	12,000	Nil	Nil	12,000
Richard Mazur	2025	Nil	35,000	12,000	Nil	Nil	47,000
Director	2024	Nil	Nil	30,750	Nil	Nil	30,750
Robert Sibthorpe	2025	39,500	Nil	8,000	Nil	Nil	47,500
VP Exploration and Director(3)	2024	77,500	Nil	8,000	Nil	Nil	85,500
Wayne Moorhouse	2025	Nil	50,000	12,000	Nil	Nil	62,000
Director	2024	Nil	Nil	12,000	Nil	Nil	12,000

Notes:

1. Allan Fabbro received $180,000 and $12,000 for compensation as President and CEO, and director of the Company, respectively and $180,000 in bonuses.
2. All amounts paid to Red Fern Consulting Ltd., a Company in which Alastair Brownlow is an associate.
3. Robert Sibthorpe received $39,500 and $8,000 for compensation as Vice President Exploration, and director of the Company, respectively. He ceased being Vice President Exploration on June 2, 2025.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by the Company in the most recently completed financial year ended December 31, 2025 for services provided or to be provided, directly or indirectly to the Company.

Compensation Securities								
Name and position	**Year**	**Type of Compensation Security**	**Number of compensation securities, number of underlying securities and % of class(1)(2)(3)**	**Date of Issue or Grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Allan Fabbro President, CEO	2025	Options	300,000 (2.3%)	June 2, 2025	$0.60	$0.60	$1.34	June 2, 2030
and Director	2024	Options	1,200,000	May 9, 2024	$0.225	$0.225	$0.59	May 9, 2029
Alastair Brownlow	2025	Options	250,000 (1.9%)	June 2, 2025	$0.60	$0.60	$1.34	June 2, 2030
CFO(4)	2024	Options	100,000	May 9, 2024	$0.225	$0.225	$0.59	May 9, 2029
Brett Richards Director	2025	Options	100,000 (0.8%)	June 2, 2025	$0.60	$0.60	$1.34	June 2, 2030
	2024	Options	200,000	May 9, 2024	$0.225	$0.225	$0.59	May 9, 2020

Matthew MacKenzie Executive VP and Corporate Secretary	2025 2024	Options Options	550,000 (4.2%) 250,000	June 2, 2025 May 9, 2024	$0.60 $0.225	$0.60 $0.225	$1.34 $0.59	June 2, 2030 May 9, 2029
Richard Mazur Director	2025 2024	Options Options	150,000 (1.1%) 200,000	June 2, 2025 May 9, 2024	$0.60 $0.225	$0.60 $0.225	$1.34 $0.59	June 2, 2030 May 9, 2029
Robert Sibthorpe VP Exploration and Director	2025 2024	Options Options	100,000 (0.8%) 200,000	June 2, 2025 May 9, 2024	$0.60 $0.225	$0.60 $0.225	$1.34 $0.59	June 2, 2030 May 9, 2029
Wayne Moorhouse Director	2025 2024	Options Options	250,000 (1.9%) 200,000	June 2, 2025 May 9, 2024	$0.60 $0.225	$0.60 $0.225	$1.34 $0.59	June 2, 2030 May 9, 2029

Notes:

1. The percentage of class is based on the total number of options outstanding as December 31, 2025, being 13,100,000 stock options.
2. As at December 31, 2025, NEOs and directors held the following number of compensation securities as to Options: Allan Fabbro 2,300,000 Options; Alastair Brownlow 750,000 Options; Wayne Moorhouse 900,000 Options; Brett Richards 900,000 Options; Richard Mazur 900,000 Options; Robert Sibthorpe 50,000 Options; Matt MacKenzie 2,000,000 Options.
3. No compensation securities have been re-priced, cancelled and replaced, had the term extended, or otherwise been materially modified, in the financial year ended December 31, 2025.
4. Options held in the name of Red Fern Consulting Ltd., a Company in which Alastair Brownlow is an associate.

Exercise of Compensation Securities by Directors and NEOs

Compensation securities of the Company vest immediately and there are no restrictions or conditions for converting, exercising, or exchanging the compensation securities.

During the financial year ended December 31, 2025, the following compensation securities were exercised by directors or NEOs of the Company:

Exercise of Compensation Securities by Directors and NEOs							
Name and Position	**Type of compensation security**	**Number of underlying securities exercised**	**Exercise price per security ($)**	**Date of exercise**	**Closing price per security on date of exercise ($)**	**Difference between exercise price and closing price on date of exercise ($)**	**Total value on exercise date ($)**
Allan Fabbro President, CEO and Director	Options	450,000	$0.135	May 7, 2025	$0.60	$0.465	$209,250
Matthew MacKenzie Executive VP and Corporate Secretary	Options	500,000	$0.135	May 7, 2025	$0.60	$0.465	$232,500

Robert Sibthorpe VP Exploration and Director	Options Options Options Options	115,000 100,000 100,000 50,000	$0.21 $0.225 $0.225 $0.60	Aug 14,2025 Aug 20,2025 Aug 28,2025 Oct 10, 2025	$0.77 $0.725 $0.87 $1.38	$0.56 $0.5 $0.645 $0.78	$64,400 $50,000 $64,500 $39,000
Brett Richards Director	Options	100,000	$0.135	May 7, 2025	$0.60	$0.465	$46,500
Richard Mazur Director	Options	100,000	$0.135	May 7, 2025	$0.60	$0.465	$46,500
Wayne Moorhouse Director	Options	250,000	$0.135	May 8, 2025	$0.61	$0.475	$118,750

Stock Option Plans and Other Incentive Plans

The Company's current Option Plan was established in accordance with the policies of the TSXV and was approved by shareholders at the previous annual general meeting held on September 5, 2025. Under the Option Plan, a maximum of 10% of the Shares issued and outstanding at any time are reserved for issuance under the Option Plan. This kind of stock option incentive plan is known as a "rolling" plan. The purpose of the Option Plan is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of shares of the Company upon the exercise of share options.

The Option Plan permits the Company to grant stock options to directors, senior officers, employees and consultants of the Company and management company employees. For the purposes of the Option Plan, the terms "employees," "consultants" and "management company employees" have the meanings set out in TSX Venture Policy 4.4. In accordance with TSX Venture Policy 4.4, a "director" includes directors, senior officers and management company employees.

Employment, Consulting and Management Agreements

Allan Fabbro, President & Chief Executive Officer; Director

Mr. Fabbro was appointed Interim President and Chief Executive Officer on December 21, 2018. On September 18, 2020, the Board voted to remove "Interim" from Mr. Fabbro's title. On July 5, 2024, the Board agreed to update the employment agreement originally signed on June 1, 2016 between Mr. Fabbro and the Company under which Mr. Fabbro is entitled to a base salary of $180,000 per annum and to participate in any group insurance or health benefit plans the Company establishes. Mr. Fabbro may earn bonuses if financing, corporate development and other targets as defined in his employment agreement are achieved.

The employment agreement includes termination and change of control compensation and benefit scenarios. Under the terms of the employment agreement, no compensation other than any compensation earned prior to the date of termination is payable by the Company in the event the employment agreement is terminated for just cause, voluntarily terminated or terminated due to death. Prior to the first anniversary of the employment agreement, in the event employment is terminated without cause, Mr. Fabbro would be entitled to 3 months' written notice or payment of the current base salary in lieu of notice or a combination of the two, at the discretion of the employer. Following the first anniversary of the employment agreement, the notice period and/or compensation shall increase by one month for each full year of employment with the Company. As of December 31, 2025, in the event Mr. Fabbro was terminated without just cause, he would have been entitled to 9 months' notice or payment in lieu of notice under the employment agreement, at an estimated cost to the Company of $135,000. As of the date of this Statement of Executive Compensation, Mr. Fabbro would have been entitled to 9 months' notice or payment in lieu.

The employment agreement includes a change in control provision that triggers the payment of compensation to Mr. Fabbro as follows:

(a) In the event the Company terminates the employment agreement, at any time within 180 days prior to or after a change of control as defined in the employment agreement, Mr. Fabbro will be entitled to payment of $600,000, plus an amount equal to 2 times all bonuses paid to Mr. Fabbro during the 12-month period immediately preceding the termination. In the event Mr. Fabbro's employment is terminated as a result of a change of control event, any unvested stock options will vest immediately and he will have 36 months from the date of termination to exercise his options. If a change of control event had occurred on December 31, 2025, the Company would have been required to compensate Mr. Fabbro as follows:

	$
Base severance	600,000
2.0 x cost of one year's bonus & benefits	360,000
Total:	960,000

(b) If the change of control occurs as the result of a business transaction, Mr. Fabbro will have the right, for a period of 12 months following the change of control, to terminate the employment agreement and receive a lump sum payment of $300,000. Any stock options held by Mr. Fabbro would vest immediately and be exercisable for a period of 24 months from the date Mr. Fabbro gives written notice.

Matthew MacKenzie, Executive Vice President & Corporate Secretary

Mr. MacKenzie was appointed as the Company's Corporate Secretary on June 1, 2012. Subsequently, the Board agreed to update the employment agreement between Mr. MacKenzie and the Company, under which Mr. MacKenzie's title expanded to include Executive Vice President. On July 5, 2024, the board set Mr. MacKenzie's base salary at $165,000 per annum and to participate in any group insurance or health benefit plans the Company establishes. Mr. MacKenzie may earn bonuses if financing, corporate development and other targets as defined in his employment agreement are achieved.

The Employment Agreement includes termination and change of control compensation and benefit scenarios. Under the terms of the employment agreement, no compensation other than any compensation earned prior to the date of termination is payable by the Company in the event the employment agreement is terminated for just cause, voluntarily terminated or terminated due to death. Prior to the first anniversary of the employment agreement, in the event employment is terminated without cause, Mr. MacKenzie would be entitled to 3 months' written notice or payment of the current base salary in lieu of notice or a combination of the two, at the discretion of the employer. Following the first anniversary of the employment agreement, the notice period and/or compensation shall increase by one month for each full year of employment with the Company. As of December 31, 2025, in the event Mr. MacKenzie was terminated without just cause, he would have been entitled to 15 months' notice or payment in lieu of notice under the employment agreement, at an estimated cost to the Company of $206,250. As of the date of this Statement of Executive Compensation, Mr. MacKenzie would have been entitled to 15 months' notice or payment in lieu.

The employment agreement includes a change in control provision that triggers the payment of compensation to Mr. MacKenzie as follows:

(a) In the event the Company terminates the employment agreement, at any time within 180 days prior to or after a change of control as defined in the Employment Agreement, Mr. MacKenzie will be entitled to payment of $600,000, plus an amount equal to 2 times all bonuses paid to Mr. MacKenzie during the 12-month period immediately preceding the termination. In the event Mr. MacKenzie's employment is terminated as a result of a change of control event, any unvested stock options will vest immediately and he will have 36 months from the date of termination to exercise his options. If a change of control event had occurred on December 31, 2025, the Company would have been required to compensate Mr. MacKenzie as follows:

	$
Base severance	600,000
2.0 x cost of one year's bonus & benefits	270,000
Total:	870,000

(b) If the change of control occurs as the result of a business transaction, Mr. MacKenzie will have the right, for a period of 12 months following the change of control, to terminate the employment agreement and receive a lump sum payment of $300,000. Any stock options held by Mr. MacKenzie would vest immediately and be exercisable for a period of 24 months from the date Mr. MacKenzie gives written notice.

Termination and Change of Control Benefits

Other than the above, there are no compensatory plan(s) or arrangement(s), with respect to a NEO or a director resulting from the resignation, retirement or any other termination of employment of the officer's employment or from a change of the NEO's responsibilities following a change in control.

Pension

The Company does not provide a pension plan for its NEOs and Directors.