



**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
OF SHAREHOLDERS TO BE HELD ON JUNE 27, 2024**

AND

MANAGEMENT INFORMATION CIRCULAR

May 23, 2024



NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual general and special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of class A common shares (the "**Common Shares**") of Silver Mountain Resources Inc. (the "**Corporation**") will be held on Thursday, June 27, 2024 at 1:00 p.m. (Toronto time) at the offices of Mintz LLP, located at Suite 2800 - 200 Bay Street, Toronto, ON, M5J 2J3.

Registered Shareholders (as defined in the accompanying information circular (the "**Information Circular**") under the heading "*Voting at the Meeting*") and duly appointed proxyholders can attend the Meeting, where they can participate, vote, or submit questions.

The Meeting is being held for the following purposes:

- (a) to receive the audited consolidated financial statements of the Corporation for the year ended December 31, 2023, together with the auditors' report thereon;
- (b) to elect the directors of the Corporation for the ensuing year;
- (c) to reappoint BDO Canada LLP as the auditors of the Corporation for the ensuing year and to authorize the board of directors of the Corporation (the "**Board**") to fix their remuneration and terms of engagement;
- (d) to consider and, if deemed appropriate, pass an ordinary resolution to confirm and approve the Corporation's "rolling 10% plan" in respect of stock options and a "fixed 10% plan" in respect of other awards, as required by the TSX Venture Exchange on an annual basis and as more particularly described in the Information Circular;
- (e) to consider and, if deemed appropriate, pass an ordinary resolution to approve certain security-based compensation to non-arm's length parties of the Corporation, subject to the approval of the TSX Venture Exchange and as more particularly described in the Information Circular; and
- (f) to transact such further or other business as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

The Information Circular provides additional information relating to each of the matters to be addressed at the Meeting. Shareholders are directed to read the Information Circular carefully and in full to evaluate the matters to be considered at the Meeting.

The record date for the determination of shareholders of the Corporation entitled to receive notice of and to vote at the Meeting or any adjournment(s) or postponement(s) thereof is May 17, 2024 (the "**Record**

Date"). Shareholders of the Corporation whose names have been entered in the register of shareholders of the Corporation at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting or any adjournment(s) or postponement(s) thereof.

If you are a Registered Shareholder and are unable to attend the Meeting or any adjournment(s) or postponement(s) thereof, please date, sign and return the accompanying form of proxy (the "**Proxy**") for use at the Meeting or any adjournment(s) or postponement(s) thereof in accordance with the instructions set forth in the Proxy and Information Circular. The Corporation's transfer agent recommends that Shareholders vote in advance of the Meeting.

If you are a Non-Registered Beneficial Shareholder, a voting information form (also known as a VIF), instead of a form of proxy, may be enclosed. You must follow the instructions provided by your intermediary in order to vote your Common Shares.

DATED at Toronto, Ontario this 23rd day of May, 2024.

BY ORDER OF THE BOARD

(signed) "Alvaro Espinoza"

Name: Alvaro Espinoza

Title: Chief Executive Officer



MANAGEMENT INFORMATION CIRCULAR

Unless otherwise stated, the information in this management information circular (this "**Information Circular**") is as of May 23, 2024.

This Information Circular is furnished in connection with the solicitation of proxies by and on behalf of management of Silver Mountain Resources Inc. (the "**Corporation**") for use at the annual general and special meeting (the "**Meeting**") of the shareholders of the Corporation (the "**Shareholders**") to be held on Thursday, June 27, 2024 at 1:00 p.m. (Toronto time) at the offices of Mintz LLP, located at Suite 2800 - 200 Bay Street, Toronto, ON, M5J 2J3 or any adjournment(s) or postponement(s) thereof for the purposes set forth in the accompanying notice of meeting (the "**Notice**").

GENERAL PROXY INFORMATION

Solicitation of Proxies

Solicitation of proxies for the Meeting will be primarily by mail, the cost of which will be borne by the Corporation. Proxies may also be solicited personally by employees of the Corporation at nominal cost to the Corporation. In some instances, the Corporation has distributed copies of the Notice, the Information Circular, and the accompanying form of proxy (the "**Proxy**", and collectively with the Notice and Information Circular, the "**Documents**") to clearing agencies, securities dealers, banks and trust companies, or their nominees (collectively "**Intermediaries**", and each an "**Intermediary**") for onward distribution to Shareholders whose class A common shares in the capital of the Corporation (the "**Common Shares**") are held by or in the custody of those Intermediaries ("**Non-registered Shareholders**"). The Intermediaries are required to forward the Documents to Non-registered Shareholders.

Solicitation of proxies from Non-registered Shareholders will be carried out by Intermediaries, or by the Corporation if the names and addresses of Non-registered Shareholders are provided by the Intermediaries.

Voting at the Meeting

A Registered Shareholder (as defined below), or a Non-registered Shareholder who has appointed themselves or a third party proxyholder to represent him, her or it at the Meeting, will appear on a list of Shareholders prepared by Odyssey Trust Company. Voting at the Meeting will only be available for Registered Shareholders and duly appointed proxyholders.

Non-registered Shareholders

Non-registered Shareholders who have received the Documents from their Intermediary should, other than as set out herein, follow the directions of their Intermediary with respect to the procedure to be followed for voting at the Meeting. Generally, Non-registered Shareholders will either:

- (a) be provided with a form of proxy executed by the Intermediary but otherwise uncompleted. The Non-registered Shareholder may complete the proxy and return it directly to Odyssey Trust Company; or
- (b) be provided with a request for voting instructions. The Intermediary is required to send the Corporation an executed form of proxy completed in accordance with any voting instructions received by the Intermediary.

If you are a Non-registered Shareholder, and the Corporation or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained from your Intermediary in accordance with applicable securities regulatory requirements. By choosing to send the Documents to you directly, the Corporation (and not your Intermediary) has assumed responsibility for (i) delivering the Documents to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

If you are a United States Non-registered Shareholder, to attend and vote at the Meeting, you must first obtain a valid legal proxy from your Intermediary and then register in advance to attend the Meeting. Follow the instructions from your Intermediary included with these Meeting materials, or contact your Intermediary to request a legal proxy form. After first obtaining a valid legal proxy from your Intermediary, to then register to attend the Meeting, you must submit a copy of your legal proxy to Odyssey Trust Company. Requests for registration should be directed to Odyssey Trust Company, Trader's Bank Building, Suite 702-67 Yonge Street, Toronto, ON M5E 1J8 or via email at appointee@odysseytrust.com. Requests for registration must be labeled as "Legal Proxy" and be received no later than 1:00 p.m. (Toronto time) on June 25, 2024.

Appointment of Proxyholders

The persons named in the enclosed Proxy (the "**Management Designees**") are directors and/or officers of the Corporation. **SHAREHOLDERS HAVE THE RIGHT TO APPOINT A PERSON TO REPRESENT HIM, HER OR IT AT THE MEETING OTHER THAN THE PERSONS DESIGNATED IN THE PROXY INSTRUMENT** either by striking out the names of the persons designated in the Proxy and by inserting the name of the person or company to be appointed in the space provided in the Proxy or by completing another proper form of proxy.

A Proxy can be submitted to Odyssey Trust Company either in person, by mail or courier, to Odyssey Trust Company, Trader's Bank Building Suite 702-67 Yonge Street, Toronto ON M5E 1J8. The Proxy must be deposited with Odyssey Trust Company by no later than 1:00 p.m. (Toronto time) on June 25, 2024, or, if the Meeting is adjourned or postponed, at least 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) before the beginning of any adjournment(s) or postponement(s) to the Meeting. If a Shareholder who has submitted a Proxy attends the Meeting and has accepted the terms and conditions when entering the Meeting, any votes cast by such Shareholder on a ballot will be counted and the submitted Proxy will be disregarded.

Revocation of Proxy

A Registered Shareholder who has given a proxy pursuant to this solicitation may revoke it at any time up to and including the last business day preceding the day of the Meeting or any adjournment(s) or postponement(s) thereof at which the proxy is to be used:

- (a) by an instrument in writing executed by the Shareholder or by his, her or its attorney authorized in writing and either delivered to the attention of the Corporate Secretary of the Corporation c/o Odyssey Trust Company, Trader's Bank Building Suite 702-67 Yonge Street, Toronto ON M5E 1J8;
- (b) by delivering written notice of such revocation to the chair of the Meeting prior to the commencement of the Meeting on the day of the Meeting or any adjournment(s) or postponement(s) thereof;
- (c) by attending the Meeting and voting the Common Shares; or
- (d) in any other manner permitted by law.

Non-registered Shareholders who wish to change their vote must contact their Intermediary to discuss their options well in advance of the Meeting.

Voting of Proxies and Discretion Thereof

Common Shares represented by properly executed proxies in favour of persons designated in the printed portion of the enclosed Proxy **WILL, UNLESS OTHERWISE INDICATED, BE VOTED FOR THE ELECTION OF DIRECTORS, FOR THE RE-APPOINTMENT OF BDO, AS THE AUDITORS OF THE CORPORATION, FOR THE AUTHORIZATION OF THE BOARD TO FIX THE AUDITORS' REMUNERATION AND TERMS OF ENGAGEMENT, FOR THE OMNIBUS PLAN RESOLUTION AND FOR THE SHARE COMPENSATION RESOLUTION.** The Common Shares represented by the Proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and, if the Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. The enclosed Proxy confers discretionary authority on the persons named therein with respect to amendments or variations to matters identified in the Notice or other matters, which may properly come before the Meeting. At the date of this Information Circular, management knows of no such amendments, variations or other matters to come before the Meeting. However, if other matters properly come before the Meeting, it is the intention of the persons named in the enclosed Proxy to vote such proxy according to their best judgment.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Corporation is authorized to issue an unlimited number of Common Shares. As at May 17, 2024 (the "**Record Date**"), an aggregate of 367,298,788 Common Shares were issued and outstanding.

Only Shareholders of record at the close of business on the Record Date who either attend the Meeting or complete, sign and deliver a form of proxy in the manner and subject to the provisions described herein will be entitled to vote at the Meeting, unless that Shareholder has transferred any Common Shares subsequent to that date and the transferee shareholder, not later than ten (10) days before the Meeting, establishes ownership of such Common Shares and demands that the transferee's name be included on the list of Shareholders entitled to vote at the Meeting.

Pursuant to the by-laws of the Corporation, a quorum for the transaction of business at the Meeting shall be not less than two (2) persons present and holding or representing by proxy not less than 10% of the votes attached to all Common Shares entitled to be voted at the Meeting.

To the knowledge of the directors and executive officers of the Corporation, there is no person or company known by the Corporation to beneficially own, or control or direct, directly or indirectly, more than ten percent (10%) of the voting rights attached to all outstanding Common Shares.

MATTERS TO BE ACTED UPON AT THE MEETING

1. Presentation of Financial Statements

The audited consolidated financial statements of the Corporation for the year ended December 31, 2023, together with the auditors' report thereon and the related management's discussion and analysis ("**MD&A**"), will be presented to the Shareholders at the Meeting or any adjournment(s) or postponement(s) thereof for their consideration.

2. Election of Directors

The articles of the Corporation (the "**Articles**") provide that the board of directors of the Corporation (the "**Board**") shall consist of a minimum of one (1) director and a maximum of ten (10) directors. The Corporation currently has six directors, all of whom will be standing for re-election at the Meeting or any adjournment(s) or postponement(s) thereof. At the Meeting, it is proposed that seven (7) directors are to be elected. The term of each of the Corporation's present directors expires at the close of the Meeting and unless the director's office is vacated earlier in accordance with the provisions of the *Canada Business Corporations Act* ("**CBCA**") or removed in accordance with the by-laws of the Corporation, each director elected at the Meeting or any adjournment(s) or postponement(s) thereof will hold office until the conclusion of the next annual meeting of the Shareholders. Where directors fail to be elected at any such meeting of Shareholders, the incumbent directors shall continue in office until their successors are elected. The number of directors to be elected at any such meeting shall be the greater of the number (or the minimum number, as the case may be) of directors provided for in the Articles and the number of directors then in office unless the directors or the Shareholders otherwise determine.

The Corporation's by-laws provide for advance notice of nominations of directors (the "**Advance Notice Requirement**"). Among other things, the Advance Notice Requirement fixes a deadline by which Shareholders must submit a notice of director nominations to the Corporation prior to any annual or special meeting of Shareholders where directors are to be elected, sets forth the information that a Shareholder must include in the notice to the Corporation for the notice to be valid and establishes additional eligibility requirements for nominated candidates. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of the Advance Notice Requirement.

In the case of an annual meeting of Shareholders, notice to the Chief Executive Officer of the Corporation must be given not less than thirty (30) nor more than sixty-five (65) days prior to the date of the annual meeting; provided, however, that in the event that the annual meeting is called for a date that is less than fifty (50) days after the date on which the first public announcement of the date of the annual meeting was made, notice may be made not later than the 10th day following such public announcement. In the case of a special meeting of shareholders (which is not also an annual meeting), notice to the Chief Executive Officer must be given not later than the 15th day following the day on which the first public announcement of the date of the special

meeting was made. The Board may, in its sole discretion, waive any requirement of the Advance Notice Requirement.

The purpose of the Advance Notice Requirement is to facilitate an orderly and efficient annual and special meeting process, to ensure all Shareholders receive adequate notice of director nominations and sufficient information with respect to all nominees, to allow the Corporation and the Shareholders to evaluate nominee's qualifications and suitability as a director of the Corporation and to allow Shareholders to cast an informed vote.

A copy of the Corporation's by-laws is available under its profile on SEDAR+ at www.sedarplus.ca.

The Management Designees intend to vote FOR each of the proposed nominees set out herein, unless otherwise instructed on a properly executed and validly deposited proxy.

The names, provinces and countries of residence of each of the persons nominated as directors of the Corporation, their position(s) with the Corporation, the principal occupation for the past five (5) years, the period served as director and the number of voting securities of the Corporation beneficially owned, controlled or directed, directly or indirectly by such persons are set forth in the table below:

Name of Proposed Nominee, Province, Country of Residence and Position(s) with the Corporation	Principal Occupation(s) for the Past Five (5) Years ⁽¹⁾	Director of the Corporation Since	Common Shares Owned, Controlled or Directed, Directly or Indirectly ⁽²⁾
Julio Jose Arce Ortiz ⁽³⁾⁽⁵⁾⁽⁷⁾ Lima, Peru <i>Director</i>	Former trader at Trafigura Beheer BV.	January 2021	33,910,030
Alfredo Plenge Thorne ⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾ Lima, Peru <i>Director</i>	Former CEO at Corporacion Minera Castrovirreyna and former CFO and Minerals Marketing Manager at Sociedad Minera El Brocal.	January 2021	17,834,383
Jose Vizquerra ⁽⁴⁾⁽⁵⁾⁽⁶⁾ Ontario, Canada <i>Chairman and Director</i>	President, CEO, and a director of O3 Mining Inc. and Executive Vice President of Strategic Development and director at Osisko Mining Inc.	January 2021	19,515,072 ⁽⁸⁾
Juan Carlos Ortiz ⁽⁵⁾⁽⁶⁾⁽⁷⁾ Lima, Peru <i>Director</i>	VP Operations (COO) at Cia de Minas Buenaventura SAA.	June 2022	57,667
Timothy Loftsgard ⁽³⁾⁽⁴⁾⁽⁵⁾ Ontario, Canada <i>Director</i>	Partner at Fort Capital and previously Managing Director and Head of Lazard Canada	June 2023	Nil
W. John DeCooman Jr. Colorado, USA <i>Director</i>	President and CEO of Sweetwater Royalties Senior Vice President for Business Development and Strategy at SSR Mining	January 2024	Nil

Name of Proposed Nominee, Province, Country of Residence and Position(s) with the Corporation	Principal Occupation(s) for the Past Five (5) Years ⁽¹⁾	Director of the Corporation Since	Common Shares Owned, Controlled or Directed, Directly or Indirectly ⁽²⁾
Gerardo Fernandez Ontario, Canada <i>Proposed Director</i>	Chief Development Officer of Allied Gold Corporation and former Senior Vice President of Corporate Development & Investor Relations of Yamana Gold Inc.	N/A	Nil

Notes:

- (1) The information as to principal occupation, business or employment of the respective nominees is not within the knowledge of the management of the Corporation and has been furnished by the respective nominees.
- (2) The information as to the number of Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, by the directors, not being within the knowledge of the Corporation, has been furnished by the respective nominees or obtained from the System for Electronic Disclosure by Insiders (SEDI).
- (3) Member of the compensation committee of the Board (the "**Compensation Committee**").
- (4) Member of the audit committee of the Board (the "**Audit Committee**").
- (5) Member of the operations and development committee of the Board (the "**Operations and Development Committee**").
- (6) Member of the corporate governance committee of the Board (the "**Corporate Governance Committee**").
- (7) Member of the sustainable development committee of the Board (the "**Sustainable Development Committee**").
- (8) 1,069,803 Common Shares held by JJSchwartz Properties, an entity over which Mr. Vizquerra has direction, 16,862,269 Common Shares held by Mercedes Julian Benavides Ganoza de Vizquerra, the mother of Mr. Vizquerra, which are controlled and directed by Mr. Vizquerra.

The following is a brief profile of each nominee to the Board:

Julio Jose Arce Ortiz — Director

Julio Jose Arce Ortiz serves as a director of the Corporation. Mr. Arce has broad experience in the global mining industry, having worked in six (6) different countries over more than twenty (20) years. Mr. Arce managed main offices and was a global leader of non-ferrous and bulk commodities for Trafigura Beheer BV. Mr. Arce was previously the General Manager of Sociedad Minera Reliquias S.A.C. ("**SMR Peru**"). Mr. Arce earned a Bsc. In Economics from Universidad del Pacifico and an MBA from London Business School with a major in Finance and Strategy.

Alfredo Plenge Thorne — Director

Alfredo Plenge Thorne serves as a director of the Corporation. Mr. Plenge is an entrepreneur engaged in identifying and developing mineral prospects and mining opportunities. Mr. Plenge served as Chief Executive Officer of the Castrovirreyna Mining group of Companies. Prior to such engagement, Mr. Plenge was Chief Financial Officer & Minerals Marketing Manager at Sociedad Minera El Brocal Mr. Plenge also worked as an executive for BCP, Peru's largest bank leading the financial restructuring of several of the bank's distressed assets in several industries. Mr. Plenge received a M.Sc. in Mineral Economics from the Colorado School of Mines, an MBA from McGill University, and a B.Sc. in Economics from the University of Utah.

Jose Vizquerra — Chairman and Director

Jose Vizquerra serves as a director of the Corporation and the Chairman of the board of directors. Mr. Vizquerra is President and Chief Executive Officer, and a director of O3 Mining Inc. ("**O3 Mining**"), a leading consolidator and mineral explorer with a focus on gold assets in Quebec and Ontario. The Young Mining

Professionals recognized Mr. Vizquerra as one of their Young Mining Professionals of the year with the 2019 Peter Munk Award. Prior to his appointment at O3 Mining, Mr. Vizquerra was Executive Vice President of Strategic Development for Osisko Mining Inc. ("**Osisko Mining**"). Mr. Vizquerra joined Osisko Mining from Oban Mining Corporation ("**Oban**"), where, as President and Chief Executive Officer, he played a leading role in the combination of Oban, Corona Gold Corporation, Eagle Hill Exploration Corporation and Ryan Gold Corporation to form Osisko Mining. Through ambitious drilling and prudent capital raising, Osisko Mining has become the highly valued proponent of the world class Windfall gold project. Prior to that, Mr. Vizquerra was Head of Business Development for Compañía de Minas Buenaventura. Previously, Mr. Vizquerra was a production and exploration geologist at the Red Lake gold mine in Ontario. Mr. Vizquerra also currently serves as a director of Osisko Mining and Sierra Metals Inc. and as an advisor to the boards of Discovery Metals Corp. and Palamina Resources. Mr. Vizquerra is an alumnus of the General Management Program at the Wharton School of Business. Mr. Vizquerra holds an MSc in Mineral Exploration from Queens University and a B.Sc in Civil Engineering from UPC Universidad Peruana de Ciencias Aplicadas. Mr. Vizquerra is a Qualified Person pursuant to National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

Juan Carlos Ortiz — Director

Juan Carlos Ortiz serves as a director of the Corporation. Mr. Ortiz is a Peruvian mining engineer with over 25 years of professional experience in the mining sector. Mr. Ortiz currently serves as the Vice President of Operations at Compañía de Minas Buenaventura, and he has served in various technical roles to established mining companies such as Volcan Compañía Minera, Compañía Minera Milpo, and Compañía Minera Atacocha. Mr. Ortiz holds a master's degree in Mineral Engineering Management from Penn State University.

Timothy Loftsgard — Director

Timothy Loftsgard has an investment banking career spanning over 20 years during which he has advised on numerous transactions including equity and debt financing, strategic M&A transactions and corporate restructuring for clients with operations all over the globe. Mr. Loftsgard spent the first 18 years of his career at RBC Capital Markets where he was a senior managing director on the mining and metals team. In 2017, Mr. Loftsgard joined Lazard where he was most recently the head of the firm's Canadian operations. Mr. Loftsgard is currently a Partner, Investment Banking at Fort Capital.

W. John DeCooman Jr. — Director

W. John DeCooman has nearly 30 years of executive leadership and director experience relating to corporate strategy, finance, metals concentrate sales, capital markets, mergers, acquisitions and divestitures. From 2020 to 2023, Mr. DeCooman led the start-up of Sweetwater Royalties ("**Sweetwater**") as President and CEO, a \$1.3 billion, privately-held base and industrial minerals royalty company. Prior to Sweetwater, Mr. DeCooman was Senior Vice President for Business Development and Strategy at SSR Mining from 2009 to 2020. Mr. DeCooman also served in various analyst and investment capacities for more than ten years in banking. Mr. DeCooman is a graduate of The Pennsylvania State University with a Bachelor of Science, Mineral Economics and the Colorado School of Mines with a Master of Science, Mineral Economics.

Gerardo Fernandez — Proposed Director

Gerardo Fernandez is an experienced mining executive with substantial business and operational experience in the mining industry. Mr. Fernandez is currently the Chief Development Officer of Allied Gold Corporation and acts as a strategic advisor to Adventus Mining Corporation. Mr. Fernandez was previously Senior Vice President, Corporate Development of Yamana Gold Inc., having worked in several leadership positions in operations, strategic planning and project development. Mr. Fernandez holds a Masters of Business Administration (Nevada, USA) and degrees in Civil Mining Engineering and BSc. Engineering from the University of Chile.

Cease Trade Orders

No proposed director of the Corporation is, as of the date of this Information Circular, or has been, within ten (10) years before the date hereof, a director, Chief Executive Officer or Chief Financial Officer of any company (including the Corporation) that was subject to a cease trade order, an order similar to a cease trade order or an order that denied such company access to any exemptions under securities legislation, that was in effect for a period of more than thirty (30) consecutive days, that was issued: (i) while that person was acting in such capacity; or (ii) after that person ceased to act in such capacity but which resulted from an event that occurred while that person was acting in such capacity.

Bankruptcies

No proposed director of the Corporation is, as of the date of this Information Circular, or has been, within ten (10) years before the date hereof, a director or executive officer of any company (including the Corporation) that, while such person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

No proposed director of the Corporation has, within the ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties or Sanctions

No proposed director of the Corporation has been subject to 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 has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

3. Appointment of Auditors

Management proposes that BDO Canada LLP ("**BDO**") be reappointed as the auditors of the Corporation to hold office until the next annual general meeting of the Shareholders or until its successor is appointed, and to authorize the Board to fix their remuneration and terms of engagement. BDO was appointed as the auditors of the Corporation on July 14, 2021.

The Management Designees intend to vote FOR the appointment of BDO as auditors of the Corporation, and to authorize the Board to fix their remuneration and terms of engagement, unless otherwise instructed on a properly executed and validly deposited proxy.

4. Annual Approval of the Omnibus Plan

The stock option plan of the Corporation was adopted by the Board on September 17, 2021 and was amended and restated on January 25, 2022 and May 20, 2022 (the "**Stock Option Plan**"). On May 29, 2023, the Board approved an omnibus equity incentive plan of the Corporation (the "**Omnibus Plan**" and together with the Stock Option Plan, the "**Incentive Plans**").

The Omnibus Plan is a "rolling" share-based compensation plan whereby the aggregate maximum number of Common Shares available for issuance pursuant to the exercise of all stock options ("**Options**") granted under the Omnibus Plan, together with stock options granted under the Stock Option Plan, will be 10% of the Common Shares outstanding as at the date of any Option grant (on a non-diluted basis). Additionally, the aggregate maximum number of Common Shares available for issuance pursuant to the settlement of all deferred share units ("**DSUs**"), restricted share units ("**RSUs**") and performance share units ("**PSUs**") (and related Dividend Equivalents, if applicable) granted under the Omnibus Plan, together with awards granted under the security based compensation plans of the Corporation (excluding the Stock Option Plan) will not exceed 21,746,986, which is equivalent to 10% of the Common Shares outstanding as of the effective date of the Omnibus Plan (on a non-diluted basis). Pursuant to the policies of the TSX Venture Exchange (the "**TSXV**"), a "rolling" and "fixed" share-based compensation plan must receive shareholder approval upon adoption and annually thereafter. As such, Shareholders will be asked at the Meeting to consider and, if deemed advisable, confirm and approve the Omnibus Plan.

See "*Securities Authorized for Issuance under Equity Compensation Plans*" for further details concerning the Omnibus Plan. The information related to the Omnibus Plan in this Information Circular is intended as a summary only and is qualified in its entirety by reference to the Omnibus Plan which is attached as Schedule "B" to this Information Circular.

At the Meeting, the Shareholders will be asked to consider, and, if deemed appropriate, approve, with or without variation, a resolution (the "**Omnibus Plan Resolution**") confirming and approving the Omnibus Plan. The text of the Omnibus Plan Resolution is as follows:

"BE IT RESOLVED THAT:

- (a) The omnibus incentive plan of Silver Mountain Resources Inc. (the "**Corporation**"), attached as Schedule "B" to the management information circular of the Corporation dated May 23, 2024 (the "**Omnibus Plan**"), is hereby confirmed and approved.
- (b) That number of class A common shares in the capital of the Corporation that are issuable pursuant to the Omnibus Plan are hereby allotted, set aside and reserved for issuance pursuant thereto.
- (c) Any one director or officer of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to finalize, sign and deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws

and regulations and the rules and requirements of the TSX Venture Exchange, such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing."

The Management Designees intend to vote FOR the Omnibus Plan Resolution, unless otherwise instructed on a properly executed and validly deposited proxy. The Omnibus Plan Resolution must be approved by the affirmative vote of at least a majority of the votes cast thereon at the Meeting, or any adjournment(s) or postponement(s) thereof, by Shareholders.

5. Approval of Security-Based Compensation to Non-Arm's Length Parties

During the Meeting, the Corporation's disinterested Shareholders will be invited to consider and, if deemed advisable, to adopt, with or without amendment, a resolution, the text of which is set out below, approving the Security Based Compensation (as defined below) for services to certain non-arm's length parties to the Corporation.

In the event that the Share Compensation Resolution (as defined below) is passed at the Meeting, the Corporation expects to enter into share compensation agreements with certain directors (the "**Share Compensation Agreements**"). Pursuant to the Share Compensation Agreements, such directors will receive all or a portion of their director fees for the period from July 1, 2024 to June 30, 2025 in Common Shares (the "**Security Based Compensation**"), with the remaining amount, if any, to be satisfied in cash. The Common Shares will be issued quarterly and will be subject to a four month and one day hold period commencing upon the date of issuance. Under the Share Compensation Agreements, the deemed price per Common Share to be issued will be no less than the volume weighted average closing price of the Common Shares on the last five trading days of each quarter, provided that in any event the price will not be lower than the discount permitted under applicable Exchange policies. The total value of the Security Based Compensation that the Corporation intends to issue is up to \$270,000. The issuance of the Security Based Compensation to the directors must be approved by the majority of disinterested Shareholders.

More specifically, section 6.2(k) of Policy 4.4 of the TSXV requires that an issuer obtain disinterested shareholder approval for the issuance of listed shares as compensation for services, outside of a security based compensation plan, to a Non-Arm's Length Party (as defined below) of the issuer or any of its affiliates for ongoing services, where the deemed value of the listed shares to be issued by the issuer exceeds \$5,000 per month per person or \$10,000 per month in the aggregate. Such disinterested shareholder approval must be obtained by obtaining approval of the majority of the votes cast by shareholders of the issuer excluding those votes beneficially owned by the recipients of shares and by associates and affiliates of the recipients. Under the policies of the TSXV, a "**Non-Arm's Length Party**" in relation to a company includes: (i) a promoter, officer, director, other insider or control person of that company and any associates or affiliates of any of such persons; or (ii) 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 company.

The Security Based Compensation is also subject to the TSXV approval.

At the Meeting, disinterested Shareholders will be asked to consider, and, if deemed appropriate, approve, with or without variation, a resolution (the "**Share Compensation Resolution**") confirming and approving the Security Based Compensation. The text of the Share Compensation Resolution is as follows:

"BE IT RESOLVED THAT:

- (a) The issuance of class A common shares to certain directors of Silver Mountain Resources Inc. (the "**Corporation**") as compensation for all or a portion of their director fees for the period from July 1, 2024 to June 30, 2025 in accordance with the terms of certain share compensation agreements (the "**Share Compensation Agreements**"), as more particularly set out in the management information circular of the Corporation dated May 23, 2024, is hereby confirmed and approved.
- (b) That number of class A common shares in the capital of the Corporation that are issuable pursuant to the Share Compensation Agreements are hereby allotted, set aside and reserved for issuance pursuant thereto.
- (c) Any one director or officer of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to finalize, sign and deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws and regulations and the rules and requirements of the TSX Venture Exchange, such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing."

The Management Designees intend to vote FOR the Share Compensation Resolution, unless otherwise instructed on a properly executed and validly deposited proxy. The Share Compensation Resolution must be approved by the affirmative vote of at least a majority of the votes cast thereon at the Meeting, or any adjournment(s) or postponement(s) thereof, by disinterested Shareholders.

Julio Jose Arce Ortiz, Alfredo Plenge Thorne, Jose Vizquerra, Juan Carlos Ortiz, Timothy Loftsgard and W. John DeCooman Jr. are parties to the Share Compensation Agreements and will be excluded from voting on the Share Compensation Resolution. As of the date hereof, the Corporation has been advised that a total of 71,317,152 Common Shares will be excluded from voting on the Share Compensation Resolution.

Julio Jose Arce Ortiz, Alfredo Plenge Thorne, Jose Vizquerra, Juan Carlos Ortiz, Timothy Loftsgard and W. John DeCooman Jr. are currently directors of the Corporation. Each issuance of common shares to such directors constitutes a "related party transaction" within the meaning of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"). The Corporation is relying on the exemptions from the formal valuation and minority approval requirements contained in Sections 5.5(a) and 5.7(1)(a) of MI 61-101, on the basis that the fair market value of the transaction does not exceed 25% of the Corporation's market capitalization.

STATEMENT OF EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

The purpose of the Compensation Discussion and Analysis section of this Information Circular is to provide information about the Corporation's executive compensation philosophy, objectives, and processes and to discuss compensation decisions relating to the Corporation's Named Executive Officers (as defined below).

How the Corporation Determines Compensation

The Compensation Committee is responsible for reviewing, establishing and overseeing the compensation policies of the Corporation and compensation of the NEOs (as defined below). Based on the recommendations of the Compensation Committee, the Board, as a whole, is responsible for determining the compensation paid to the executive officers and directors of the Corporation.

Objectives of the Compensation Program

The Corporation's executive compensation program has been designed to retain, motivate and reward its executive officers for their performance and contribution to the Corporation's long-term success. The program seeks to align executive compensation with the Corporation's short-term and long-term business objectives, business strategy and financial performance. The Corporation's compensation program is designed to achieve the following objectives:

- provide competitive compensation opportunities in order to attract and retain talented, high caliber executive officers, whose expertise, skills and performance are critical to the Corporation's success;
- motivate these executive officers to achieve the Corporation's strategic vision and business objectives;
- align the interests of the executive officers with those of the Shareholders and other stakeholders by tying a meaningful portion of compensation directly to the overall growth of the Corporation's business; and
- provide incentives that encourage appropriate levels of risk-taking by the executive team.

The Corporation aims to design executive compensation packages that are comparable to those for executives with similar talents, qualifications and responsibilities at companies with similar financial and operating characteristics. However, executive compensation is not evaluated against a formal "peer group".

Executive Compensation Components

The Corporation's executive compensation program is comprised of fixed and variable components. The variable components include equity and non-equity elements. Each compensation component has a different function, but all elements are designed to work in concert to maximize the Corporation and individual performance and provide financial incentives to senior executives based on the level of achievement of specific operational and financial objectives. The compensation of the NEOs includes: base salary; short-term incentives; and long-term incentives. These principal elements of compensation are described in more detail below.

Base Salary

Base salaries for executive officers are established based on the scope of their responsibilities and their prior relevant experience, taking into account compensation paid by other companies in the industry for similar positions and the overall market demand for such executives at the time of hire. The Corporation does not actively benchmark its compensation to other companies, but has reviewed the public disclosure

available for other comparable junior mining companies to assist in determining the competitiveness of base salary (as well as bonuses, benefits and stock options) paid to the executive officers of the Corporation. An executive officer's base salary is determined by reviewing the executive officer's other compensation to ensure that the executive officer's total compensation is in line with the Corporation's overall compensation philosophy.

Base salaries are reviewed annually and increased for merit reasons, based on the executive's success in meeting or exceeding individual objectives and/or for market competitiveness. Additionally, base salaries can be adjusted as warranted throughout the year to reflect promotions or other changes in the scope or breadth of an executive's role or responsibilities, as well as for market competitiveness.

Short-Term Incentives

A cash incentive payment or bonus is a short-term incentive that is intended to reward each executive officer for his or her individual contribution and performance of personal objectives in the context of overall corporate performance. Cash bonuses are designed to motivate executive officers to achieve personal business objectives, to be accountable for their relative contribution to the Corporation's performance, as well as to attract and retain executives. In determining compensation and, in particular, bonuses, the Compensation Committee considers factors over which the executive officer can exercise control, such as their role in identifying and completing acquisitions and integrating such acquisitions into the Corporation's business, meeting any budget targets established by controlling costs, taking successful advantage of business opportunities and enhancing the competitive and business prospects of the Corporation.

Long Term Incentives

Long-term incentives are intended to align the interests of the Corporation's directors and executive officers with those of the shareholders and to provide a long-term incentive that rewards these parties for their contribution to the creation of shareholder value. The Corporation maintains the Incentive Plans for directors, officers, employees and consultants of the Corporation. The purpose of the Incentive Plans is to add incentive and to provide consideration for effective services of full and part-time employees, full and part-time officers and directors of the Corporation, and persons performing special technical or other services to the Corporation. The number of options and the terms and conditions thereof are determined by the Board at the time of the grant, subject to the defined parameters of the Incentive Plans. The Board also considers previous grants of options and the overall number of options that are outstanding relative to the number of outstanding securities in determining whether to make any new grants of options and the size and terms of any such grants.

The Incentive Plans are administered by the Board. Participation is limited to directors, full and part-time officers, full and part-time employees and consultants providing services to the Corporation.

For a summary of the Incentive Plans, see "*Securities Authorized for Issuance under Equity Compensation Plans*".

Compensation Governance

The Compensation Committee is charged with, among other things, a periodic review of directors' and officers' compensation having regard to the Corporation's peers, various governance reports on current trends in directors' compensation and independently compiled compensation data for directors and officers of reporting issuers of comparable size to the Corporation.

Compensation Committee

The Compensation Committee is currently comprised of Timothy Loftsgard (Chair), Alfredo Plenge Thorne and Julio Jose Arce Ortiz. All of the members of the Compensation Committee are considered to be independent, in accordance with applicable securities legislation. The skills and experience that enable the members of the Compensation Committee to make decisions on the suitability of the Corporation's compensation policies and practices are summarized above in the Section entitled "*Matters to be Acted Upon at the Meeting – Election of Directors*".

Compensation Committee Mandate

The overall purpose of the Compensation Committee is set out in the Compensation Committee's mandate (the "**Compensation Committee Mandate**"). Under the Compensation Committee Mandate, the Compensation Committee is responsible to, among other things: (i) oversee the structure, effectiveness of the Compensation Committee, membership, and activities delegated to the Compensation Committee; (ii) review and approve compensation packages, including goals and objectives against which bonuses are assessed, of the Chief Executive Officer and his direct reports; (iii) review and recommend to the Board for approval of annual cash bonuses and incentive stock option allocations; (iv) review the compensation practices and policies of the Corporation to ensure that they are competitive and that they provide appropriate motivation for corporate performance and increased shareholder value and make recommendations to the Board regarding same; (v) periodically survey the executive compensation practices of other comparable companies and report back to the Board; (vi) annually review and evaluate the implications of the risks associated with the Corporation's compensation policies and practices and, if necessary, identify practices that can be used to identify and mitigate such policies and practices that could encourage inappropriate or excessive risk taking; (vii) oversee the administration of the Corporation's compensation programs; (viii) make recommendations to the Board regarding the adoption, amendment or termination of compensation programs and the approval of the adoption, amendment and termination of the compensation programs; (ix) at least annually, review and make recommendations to the Board with respect to compensation of directors, the Chair, the independent lead director, if any, and those acting as committee chairs to, among other things, ensure their compensation appropriately reflects the responsibilities they are assuming; (x) annually review and make recommendations to the Board regarding the Corporation's director's and officer's liability insurance policies; (xi) establish, if deemed necessary by the Committee, and recommend to the Board share ownership guidelines for senior executives of the Corporation and policies (including pre-approval requirements) for the number and type of boards of directors that senior executives may join (except for boards of directors that senior executives are asked by the Corporation to join in connection with their employment); (xii) review and recommend to the Board for approval the annual report on executive compensation required to be prepared under applicable corporate and securities legislation, regulation and rules including the disclosure concerning members of the Committee and settle the reports required to be made by the Committee in any document required to be filed with a regulatory authority and/or distributed to shareholders; (xiii) at the request of the Board, investigate and report on such other matters as it considers necessary or appropriate in the circumstances; and (xiv) carry out such other duties as may reasonably be requested by the Board.

Summary Compensation Table

Executive compensation is required to be disclosed for (i) each Chief Executive Officer (or individual who served in a similar capacity during the most recently completed financial year); (ii) each Chief Financial Officer (or individual who served in a similar capacity during the most recently completed financial year); (iii) the most highly compensated executive officer (other than the Chief Executive Officer and the Chief

Financial Officer) at the end of the most recently completed fiscal year whose total compensation was more than \$150,000; and (iv) each individual who would meet the definition set forth in (iii) but for the fact that the individual was neither an executive officer of the Corporation, nor acting in a similar capacity, at the end of that financial year (the "**Named Executive Officers**" or "**NEOs**"). For the purposes of this Information Circular, as of the date of this Information Circular, the Corporation had five (5) NEOs, namely: Alvaro Espinoza, Alejandra Soto, Alfredo Bazo, Jean Pierre Fort and Alejandro Arrietta.

The following table sets forth all compensation paid or accrued, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Corporation or any subsidiary thereof, to each Named Executive Officer and director of the Corporation, for each of the two most recently completed financial years ended December 31, 2023, and 2022.

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting fee, retainer or commission (US\$)	Bonus (US\$)	Committee or meeting fees (US\$)	Value of perquisites (US\$)	Value of all other compensation (US\$)	Total compensation (US\$)
Alvaro Espinoza ⁽¹⁾ Chief Executive Officer	2023	\$132,337	\$80,000	-	-	-	\$260,000
	2022	N/A	N/A	N/A	N/A	N/A	N/A
Alejandra Soto ⁽²⁾ Chief Financial Officer	2023	\$73,725	\$40,000	-	-	-	\$113,725
	2022	N/A	N/A	N/A	N/A	N/A	N/A
Alfredo Bazo ⁽³⁾ Former CEO	2023	\$66,975	-	-	-	-	\$66,975
	2022	\$255,950	\$72,000	-	-	-	\$327,950
Jean Pierre Fort ⁽⁴⁾ Former CFO	2023	\$74,848	-	-	-	-	\$74,848
	2022	\$152,108	\$95,000	-	-	-	\$247,108
Alejandro Arrietta ⁽⁵⁾ Former Interim CFO	2023	\$20,046	-	-	-	-	\$20,046
	2022	N/A	N/A	N/A	N/A	N/A	N/A
Julio Jose Arce Ortiz Director	2023	\$30,000	-	\$1,500	-	-	\$31,500
	2022	\$30,000	-	-	-	-	\$30,000
Alfredo Plenge Thorne Director	2023	\$30,000	-	\$3,000	-	-	\$33,000
	2022	\$30,000	-	\$1,000	-	-	\$31,000
Jose Vizquerra Director	2023	\$60,000	-	-	-	-	\$60,000
	2022	\$50,000	-	\$12,000	-	-	\$62,000
Juan Carlos Ortiz ⁽⁶⁾ Director	2023	\$30,000	-	\$3,000	-	-	\$33,000
	2022	\$15,000	-	-	-	-	\$15,000
Timothy Loftsgard ⁽⁷⁾ Director	2023	\$15,551	-	\$1,500	-	-	\$17,051
	2022	N/A	N/A	N/A	N/A	N/A	N/A
Blair Zaritsky ⁽⁸⁾ Former Director	2023	\$10,000	-	\$2,000	-	-	\$12,000
	2022	\$18,864	-	\$3,772.73	-	-	\$22,636
Victoria Vargas ⁽⁹⁾ Former Director	2023	\$7,500	-	\$750	-	-	\$8,250
	2022	\$30,000	-	\$3,000	-	-	\$33,000

Notes:

- (1) Appointed as the Chief Executive Officer of the Corporation, effective April 1, 2023.
- (2) Appointed as the Chief Financial Officer of the Corporation, effective July 20, 2023.
- (3) Resigned as the Chief Executive Officer and as a director of the Corporation, effective April 1, 2023.
- (4) Resigned as the Chief Financial Officer of the Corporation, effective May 9, 2023.
- (5) Acted as Interim Chief Financial Officer of the Corporation from May 9, 2023 until July 20, 2023.
- (6) Appointed as a director of the Corporation, effective June 28, 2022.
- (7) Appointed as a director of the Corporation, effective June 27, 2023.
- (8) Appointed as a director of the Corporation, effective May 17, 2022. Ceased to be a director as of June 27, 2023.
- (9) Appointed as a director of the Corporation, effective February 10, 2022. Ceased to be a director as of June 27, 2023.

External Management Companies

Please refer to "*Employment, Consulting and Management Agreements*" below for disclosure relating to any external management company employing, or retaining individuals, acting as Named Executive Officers of the Corporation, or that provide Corporation's executive management services and allocate compensation paid to any Name Executive Officer or director.

Stock Options and Other Compensation Securities

The following table sets forth all compensation securities granted or issued by the Corporation, or any subsidiary thereof, to each director and Named Executive Officer, in the most recently completed financial year ended December 31, 2023, for services provided or to be provided, directly or indirectly, to the Corporation or any subsidiary thereof.

Name and position	Type of Compensation security ⁽¹⁾	Number of compensation securities, number of underlying securities, and percentage of class ⁽²⁾	Date of issue or grant	Issue, conversion or exercise price ⁽³⁾	Closing price of security or underlying security on date of grant (US\$)	Closing price of security or underlying security at year end (US\$)	Expiry date
Julio Jose Arce Ortiz ⁽⁴⁾ Director	Stock Options	-	-	-	-	-	-
Alfredo Plenge Thorne ⁽⁵⁾ Director	Stock Options	-	-	-	-	-	-
Jose Vizquerra ⁽⁶⁾ Director	Stock Options	-	-	-	-	-	-
Juan Carlos Ortiz ⁽⁷⁾ Director	Stock Options	-	-	-	-	-	-
Timothy Loftsgard ⁽⁸⁾ Director	Stock Options	-	-	-	-	-	-
Blair Zaritsky ⁽⁹⁾ Former Director	Stock Options	-	-	-	-	-	-
Victoria Vargas ⁽¹⁰⁾ Former Director	Stock Options	-	-	-	-	-	-
Alvaro Espinoza ⁽¹¹⁾ Chief Executive Officer	Stock Options	650,000	01-Apr-23	\$0.38	\$0.27	\$0.10	01-Apr-27
Alejandra Soto ⁽¹²⁾ Chief Financial Officer	Stock Options	225,000	20-Jul-23	\$0.38	\$0.15	\$0.10	20-Jul-27

Name and position	Type of Compensation security ⁽¹⁾	Number of compensation securities, number of underlying securities, and percentage of class ⁽²⁾	Date of issue or grant	Issue, conversion or exercise price ⁽³⁾	Closing price of security or underlying security on date of grant (US\$)	Closing price of security or underlying security at year end (US\$)	Expiry date
Alfredo Bazo ⁽¹³⁾ Former CEO	Stock Options	-	-	-	-	-	-
Jean Pierre Fort ⁽¹⁴⁾ Former CFO	Stock Options	-	-	-	-	-	-
Alejandro Arrietta ⁽¹⁵⁾ Former Interim CFO	Stock Options	-	-	-	-	-	-

Notes:

- (1) Each stock option is exercisable into one Common Share in the capital of the Corporation.
- (2) The number of compensation securities beneficially owned or controlled has been taken from the System for Electronic Disclosure by Insiders (SEDI) or has been furnished by the respective individuals as at December 31, 2023.
- (3) Unless otherwise indicated, no compensation security has been re-priced, cancelled, replaced, had its term extended, or otherwise been materially modified, in the most recently completed financial year. Unless otherwise indicated, there are no restrictions or conditions for converting, exercising or exchanging the compensation securities.
- (4) As at December 31, 2023, Mr. Arce held 3,000,000 Common Share purchase warrants ("**Warrants**").
- (5) As at December 31, 2023, Mr. Plenge held 3,716,667 Warrants.
- (6) As at December 31, 2023, Mr. Vizquerra held 3,725,000 Warrants.
- (7) As at December 31, 2023, Mr. Ortiz held no compensation securities.
- (8) Appointed as a director of the Corporation, effective June 27, 2023. As at December 31, 2023, Mr. Loftsgard held no Warrants/stock options.
- (9) Resigned as a director of the Corporation, effective June 27, 2023. As at December 31, 2023, Mr. Zaritsky held no Warrants/stock options.
- (10) Resigned as a director of the Corporation, effective June 27, 2023. As at December 31, 2023, Ms. Vargas held no Warrants/stock options.
- (11) Appointed as the Chief Executive Officer of the Corporation, effective April 1, 2023. As at December 31, 2023, Mr. Espinoza held 650,000 stock options.
- (12) Appointed as the Chief Financial Officer of the Corporation, effective July 20, 2023. As at December 31, 2023, Ms. Soto held 225,000 stock options.
- (13) Resigned as the Chief Executive Officer and a director of the Corporation, effective April 1, 2023. As at December 31, 2023, Mr. Bazo held no compensation securities.
- (14) Resigned as the Chief Financial Officer of the Corporation, effective May 9, 2023. As at December 31, 2023, Mr. Fort held no compensation securities.
- (15) Appointed as the interim Chief Financial Officer of the Corporation on May 9, 2023. Resigned as the interim Chief Financial Officer of the Corporation, effective July 20, 2023. As at December 31, 2023, Mr. Arrietta held no compensation securities.
- (16) W. John DeCooman Jr. was appointed as a director of the Corporation, effective January 24, 2024. As at December 31, 2023, Mr. DeCooman held no compensation securities.

Exercise of Compensation Securities by Directors and NEOs

No compensation securities were exercised by a director or Named Executive Officer during the most recently completed financial year, ended December 31, 2023.

Directors' Compensation

The Corporation's director compensation program is designed to attract and retain qualified individuals. The Compensation Committee assesses the director compensation program annually and makes recommendations with respect to director compensation to the Board. Compensation for the fiscal year

ended December 31, 2022 for each director was \$30,000, plus additional fees for the chair of the Board (\$30,000). Directors also received compensation for participation on Committees of the Board. Compensation for the fiscal year ended December 31, 2023 for each director was \$30,000, plus additional fees for the chair of the Board (\$30,000). Directors also received compensation for participation on Committees of the Board, as follows:

Role	Remuneration (Annual)
Audit Committee Chair	\$3,000
Compensation Committee Chair	\$3,000
Corporate Governance Committee Chair	\$3,000
Sustainable Development Committee Chair	\$3,000
Operations and Development Committee Chair	\$3,000

Pension Plan Benefits

The Corporation does not have any pension plans that provide for payments of benefits at, following or in connection with, retirement or provide for retirement or deferred compensation plans for the NEOs or directors.

Employment, Consulting and Management Agreements

Except as disclosed herein, the Corporation does not have any agreement or arrangement under which compensation was provided during the most recently completed financial period ended December 31, 2023 or is payable in respect of services provided to the Corporation or any of its subsidiaries that were performed by a director or a NEO, or performed by any other party but are services typically provided by a director or a NEO.

Alvaro Espinoza, Chief Executive Officer

Mr. Espinoza's employment agreement provided for an annual salary of US\$180,000. Mr. Espinoza was eligible for a discretionary annual bonus, with a target bonus equal to forty four percent (44%) of Mr. Espinoza's base salary. Mr. Espinoza was entitled to participate in the Omnibus Plan and receive other corporate employee benefits, including director and officer insurance coverage, health benefits and expense reimbursement. The Corporation was permitted to terminate Mr. Espinoza's employment in accordance with applicable employment laws, and Mr. Espinoza was required to provide four (4) weeks' notice in the event that he terminated his employment agreement voluntarily. Mr. Espinoza was entitled to receive a lump sum payment equal to one (1) year annual total salary plus bonus in the event that he was terminated without cause or following a change of control. Mr. Espinoza's employment agreement contained non-competition, non-solicitation and non-disparagement restrictions.

Alejandra Soto, Chief Financial Officer

Ms. Soto's employment agreement provided for an annual salary of US\$135,000. Ms. Soto was eligible for a discretionary annual bonus, with a target bonus equal to thirty percent (30%) of Ms. Soto's base salary. Ms. Soto was entitled to participate in the Omnibus Plan and receive other corporate employee benefits, including director and officer insurance coverage, health benefits and expense reimbursement. The Corporation was permitted to terminate Ms. Soto's employment in accordance with applicable employment laws, and Ms. Soto was required to provide four (4) weeks' notice in the event that she terminated her employment agreement voluntarily. Ms. Soto was entitled to receive a lump sum payment equal to twelve

(12) months of her then existing monthly base salary plus bonus in the event that she was terminated without cause or following a change of control. Ms. Soto's employment agreement contained non-competition, non-solicitation and non-disparagement restrictions.

Alfredo Bazo, Former Chief Executive Officer

Mr. Bazo's employment agreement provided for an annual salary of US\$240,000. Mr. Bazo was eligible for a discretionary annual bonus, with a target bonus equal to sixty percent (60%) of Mr. Bazo's base salary. Mr. Bazo was entitled to participate in the Stock Option Plan and receive other corporate employee benefits, including director and officer insurance coverage, health benefits and expense reimbursement. The Corporation was permitted to terminate Mr. Bazo's employment in accordance with applicable employment laws, and Mr. Bazo was required to provide four weeks' notice in the event that he terminated his employment agreement voluntarily. Mr. Bazo was entitled to receive a lump sum payment equal to one year annual total salary plus bonus in the event that he was terminated without cause or following a change of control. Mr. Bazo's employment agreement contained non-competition, non-solicitation and non-disparagement restrictions. Mr. Bazo resigned from his role as Chief Executive Officer, effective April 1, 2023.

Jean Pierre Fort, Former Chief Financial Officer

Mr. Fort's employment agreement provided for an annual salary of US\$150,000. Mr. Fort was eligible for a discretionary annual bonus, with a target bonus equal to fifty percent (50%) of Mr. Fort's base salary. Mr. Fort was entitled to participate in the Stock Option Plan and receive other corporate employee benefits, including director and officer insurance coverage, health benefits and expense reimbursement. The Corporation was permitted to terminate Mr. Fort's employment in accordance with the *Employment Standards Act* (Ontario), and Mr. Fort was required to provide four (4) weeks' notice in the event that he terminated his employment agreement voluntarily. Mr. Fort was entitled to receive a lump sum payment equal to twelve (12) months of his then existing monthly base salary plus bonus in the event that he was terminated without cause or following a change of control. Mr. Fort's employment agreement contained non-competition, non-solicitation and non-disparagement restrictions. Mr. Fort resigned from his role as Chief Financial Officer, effective May 9, 2023.

Alejandro Arrieta, Former Interim Chief Financial Officer

Mr. Arrieta's employment agreement provided for an annual salary of US\$61,000. Mr. Arrieta was entitled to participate in the Stock Option Plan. The Corporation was permitted to terminate Mr. Arrieta's employment in accordance with the *Employment Standards Act* (Ontario), and Mr. Arrieta was required to provide four (4) weeks' notice in the event that he terminated his employment agreement voluntarily. Mr. Arrieta's employment agreement contained non-competition, non-solicitation and non-disparagement restrictions. Mr. Arrieta resigned from his role as Chief Financial Officer, effective July 19, 2023.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out information as of December 31, 2023 with respect to the Corporation's equity compensation plans.

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 (a)) ⁽¹⁾
	(a)	(b)	(c)
Equity compensation plans approved by securityholders	7,930,000	\$0.31	50,546,865
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total	7,930,000	\$0.31	50,546,865

Notes:

(1) The number of securities remaining available for future issuance is based on the Incentive Plans as of December 31, 2023.

Description of the Omnibus Plan

The following is a summary of certain provisions of the Omnibus Plan. This summary is intended as a summary only and is qualified in its entirety by reference to the Omnibus Plan, which is attached as Schedule "B" to this Information Circular.

Summary of Material Terms

The Omnibus Plan was approved and adopted by the Board on May 29, 2023 and by the Shareholders on June 27, 2023. The Omnibus Plan replaced the Stock Option Plan and no further grants of Options are made under such plan. The Omnibus Plan streamlines the administration of long-term incentive grants to eligible individuals as all grants are now made under the Omnibus Plan and therefore all future grants (whether Options, RSUs, DSUs or PSUs) are subject to the rules and restrictions of that plan.

The Omnibus Plan is a long-term incentive plan that permits the grant of RSUs, PSUs, DSUs or Options (collectively, "**Awards**") to directors, officers, management company employees and employees of, and consultants to, the Corporation and its subsidiaries. The purpose of the plan is to promote share ownership of the eligible individuals to align the interests of such individuals with the interest of the Shareholders.

Any undefined terms in this Information Circular in respect of the Omnibus Plan have the meaning ascribed to them in the Omnibus Plan.

Limitations under the Omnibus Plan

The aggregate maximum number of Common Shares available for issuance pursuant to the exercise of all Options granted under the Omnibus Plan, together with stock options granted under the Stock Option Plan, will be 10% of the Common Shares outstanding as at the date of any Option grant (on a non-diluted basis). The aggregate maximum number of Common Shares available for issuance pursuant to the settlement of all DSUs, RSUs and PSUs (and related Dividend Equivalents, if applicable) granted under the Omnibus Plan, together with awards granted under the security based compensation plans of the Corporation

(excluding the Stock Option Plan) will not exceed 21,746,986, which is equivalent to 10% of the Common Shares outstanding as of the effective date of the Omnibus Plan (on a non-diluted basis). Any Common Shares underlying Options under the Omnibus Plan and the Stock Option Plan that have been exercised, or disposed of or that have expired or been cancelled or terminated for any reason (without being exercised), shall become available for subsequent issuance under the Omnibus Plan. Accordingly, the Omnibus Plan is a "rolling plan" as it pertains to Options and as a result, any and all increases in the number of outstanding Common Shares will result in an increase to the number of Options available for grant under the plan.

In addition, any grant of Awards shall be subject to the following restrictions (subject to applicable Shareholder approval in accordance with the policies of the TSXV):

- (a) the aggregate number of Common Shares reserved for issuance pursuant to Awards, together with awards granted under any other security-based compensation plan of the Corporation, granted to any one person in any twelve (12) month period may not exceed 5% of the outstanding Common Shares (on a non-diluted basis) determined at the time of grant;
- (b) the aggregate number of Common Shares reserved for issuance pursuant to Awards, together with awards under any other security-based compensation plan of the Corporation, granted to insiders (as a group) may not exceed 10% of the outstanding Common Shares (on a non-diluted basis) at any point in time;
- (c) the aggregate number of Common Shares reserved for issuance pursuant to Awards, together with awards under any other security-based compensation plan of the Corporation, granted to insiders (as a group) in any twelve (12) month period shall not exceed 10% of the outstanding Common Shares (on a non-diluted basis) determined at the time of grant;
- (d) the aggregate number of Common Shares issuable pursuant to Awards, together with awards under any other security-based compensation plan of the Corporation, granted to any consultant in any twelve (12) month period shall not exceed 2% of the outstanding Common Shares (on a non-diluted basis) determined at the time of grant; and
- (e) Investor Relations Service Providers shall only be entitled to Options under the Omnibus Plan and the aggregate number of Common Shares issuable pursuant to Options under the Omnibus Plan, together with Options under any other security-based compensation plan of the Corporation, granted to all such persons in any twelve (12) month period shall not exceed 2% of the outstanding Common Shares determined at the time of grant.

Except as permitted by the Board, and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a participant by will or as required by applicable law, Awards are not assignable or transferable.

Description of Options issuable under the Omnibus Plan

All Options granted under the Omnibus Plan will have an exercise price fixed by the Board when the Option is granted. Such price shall not be less than the applicable discounted market price as determined in

connection with the TSXV policies and such exercise price shall be determined in accordance with the policies of the TSXV or other applicable stock exchange.

Option Amendment

Subject to applicable TSXV shareholder approval requirements, the exercise price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the TSXV (if applicable), or the date of the last amendment of the exercise price. An Option must be outstanding for at least one (1) year before the Corporation may extend its term, subject to certain limits. Except as otherwise permitted by the TSXV, any proposed amendment to the terms of an Option must be approved by the TSXV prior to the exercise of such Option.

Vesting of Options

Vesting of Options is at the discretion of the Board and, with respect to any particular Options granted under the Omnibus Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options will vest in accordance with the following schedule: (i) 1/4 on the date that is one year from the date of grant; and (ii) 1/48 each month thereafter.

The Board may, in its discretion at any time or in the award agreement in respect of any Options granted, accelerate or provide for the acceleration of, vesting of Options previously granted.

Notwithstanding the above, Options granted to consultants conducting Investor Relations Activities will vest: (i) over a period of not less than twelve (12) months as to 25% on the date that is three (3) months from the date of grant, and a further 25% on each successive date that is three (3) months from the date of the previous vesting; or (ii) such longer vesting period as the Board may determine.

Exercise of Options

Participants may exercise vested Options by providing payment in full of the exercise price for the Common Shares which are the subject of the exercise.

Description of RSUs, PSUs and DSUs issuable under the Omnibus Plan

An RSU is a right to receive a Common Share issued from treasury upon settlement, subject to the terms of the Omnibus Plan and the applicable award agreement, which generally becomes vested, if at all, following a period of continuous employment or engagement. The vesting period of RSUs will be determined by the Board at the time of grant. Subject to the Board expressly providing to the contrary, RSUs will vest as to 1/3rd on each of the first three (3) anniversaries of the date of grant.

A PSU is a right to receive a Common Share issued from treasury upon settlement, subject to the terms of the Omnibus Plan and the applicable award agreement, which generally becomes vested, if at all, subject to the attainment of performance criteria established by the Board in its discretion at the time of grant. The vesting period and performance criteria for any PSUs granted will be determined by the Board at the time of the grant. PSUs may not be granted to directors under the Omnibus Plan. Subject to the Board expressly providing to the contrary, PSUs vest on the third anniversary of the date of grant, conditional on the satisfaction of any performance criteria during the applicable performance period.

DSUs may be issued to non-employee directors of the Corporation. A DSU is a right to receive a Common Share issued from treasury upon settlement, subject to the terms of the Omnibus Plan and the applicable award agreement. The vesting period of DSUs will be determined by the Board at the time of grant.

Notwithstanding the foregoing, no RSU, DSU or PSU may vest prior to the date that is one (1) year following the date of grant of such RSU, DSU or PSU, as applicable, subject to certain acceleration for a Participant who dies or who ceases to be an eligible Participant under the Omnibus Plan in connection with a change of control, take-over bid, reverse take-over or other similar transaction.

Settlement of RSUs, PSUs and DSUs

Vested RSUs, PSUs and DSUs may be settled by a participant at any time prior to their expiry date by the Corporation issuing to the participant such number of Common Shares that is equal to the number of vested RSUs, PSUs or DSUs (and related Dividend Equivalents, if any) being settled. Notwithstanding, the Corporation may, in its discretion, permit applicable participants to elect to receive an amount in cash (net of applicable withholding taxes) equal to all or a portion of the vested RSUs, PSUs or DSUs (and related Dividend Equivalents, if any) being settled by the participant multiplied by the VWAP prior to the applicable settlement date.

Dividend Equivalents

A dividend equivalent is a right equivalent in value to an RSU, PSU or DSU credited to a participant who holds such Awards when dividends are declared by the Corporation and paid with respect to the outstanding Common Shares ("**Dividend Equivalents**"). The number of Dividend Equivalents to be credited to a participant is determined by multiplying the aggregate number of DSUs, RSUs or PSUs held by the participant on the relevant record date by the amount of the dividend paid by the Corporation on each Common Share, and dividing the result by the closing price of a Common Share on the TSXV on the trading day immediately preceding the dividend payment date, rounded down to the nearest whole unit. A Dividend Equivalent will be subject to the same vesting and settlement conditions applicable to the related DSU, RSU or PSU and shall be payable on the settlement date of the related DSU, RSU or PSU in the same form as the related DSU, RSU or PSU being settled, provided that, in no event will the settlement of Dividend Equivalents cause the maximum number of Common Shares issuable under the Omnibus Plan's reserve or participation limits (as described above) to be exceeded. If the Corporation does not have sufficient Common Shares available for issuance under the Omnibus Plan's reserve or participation limits to satisfy such Dividend Equivalents, such Dividend Equivalents shall be satisfied by the Corporation in cash.

Expiry

The expiry date of Awards granted pursuant to the Omnibus Plan is set by the Board, and must not be later than ten (10) years from the date of grant. The Omnibus Plan contains provisions that address expiring Awards during a self-imposed blackout period on trading securities of the Corporation. In such a case, the expiry date will be deemed to be extended to the tenth (10th) business day following the end of the blackout period.

Cessation of Employment or Services

Termination without Cause or Voluntary Resignation

Unless otherwise determined by the Board, if a participant's employment or engagement with the Corporation or a subsidiary ceases as a result of a termination without cause or the participant's resignation (including a resignation from the Board), all unvested Awards held by the participant shall automatically terminate and the participant may, within ninety (90) days after the termination date (or such shorter period as is remaining in the term of the Awards), exercise or settle the participant's vested Awards. At the end of such 90-day period (or such shorter period as is remaining in the term of the Awards), any outstanding Awards shall automatically terminate.

Termination for Cause

Unless otherwise determined by the Board, if a participant's employment or engagement with the Corporation or a subsidiary ceases as a result of a termination for cause, all Awards held by the participant, whether vested or unvested, shall automatically terminate on the termination date.

Death or Disability

Unless otherwise determined by the Board, if a participant's employment or engagement with the Corporation or a subsidiary ceases as a result of the participant's death or, in the case of an employee, the incurrance of a disability, all unvested Options held by the participant shall automatically terminate and the participant (or the participant's legal representative) may, within twelve (12) months after the participant's termination date or date of death (or such shorter period as is remaining in the term of the Options), exercise the participant's vested Options. At the end of such 12-month period (or such shorter period as is remaining in the term of the Options), any outstanding Options shall automatically terminate.

Unless otherwise determined by the Board, if a participant's employment or engagement with the Corporation or a subsidiary ceases as a result of the participant's death or, in the case of an employee, the incurrance of a disability, a pro rata portion of the unvested RSUs, PSUs and DSUs (and related Dividend Equivalents, if applicable) held by the participant will vest. The number of unvested RSUs and DSUs (and related Dividend Equivalents, if applicable) that will vest will be based on the number of days elapsed between the applicable date of grant and the termination date and the number of PSUs (and related Dividend Equivalents, if applicable) that will vest will be based on performance achieved up to the termination date as determined by the Board. All remaining unvested RSUs, PSUs and DSUs (and related Dividend Equivalents, if applicable) shall automatically terminate on the termination date. The participant (or the participant's legal representative) may, within twelve (12) months after the participant's termination date or date of death (or such shorter period as is remaining in the term of the Awards), elect to settle the participant's vested RSUs, PSUs and DSUs (and related Dividend Equivalents, if applicable). At the end of such 12-month period (or such shorter period as is remaining in the term of the Awards), any outstanding RSUs, PSUs and DSUs (and related Dividend Equivalents, if applicable) shall automatically terminate.

Termination of Consultants

Notwithstanding the foregoing, the following will apply in the event of a termination of a consultant's engagement with the Corporation or a subsidiary.

Unless otherwise determined by the Board, if a consultant's engagement with the Corporation or a subsidiary ceases as a result of a termination by the Corporation or a subsidiary for cause, all Options held by the consultant, whether vested or unvested, shall automatically terminate on the termination date.

Unless otherwise determined by the Board, if a consultant's engagement with the Corporation or a subsidiary ceases for any reason other than for cause, all unvested Options held by the consultant shall automatically terminate on the termination date and the consultant may, within ninety (90) days after the consultant's termination date (or such shorter period as is remaining in the term of the Options), exercise the consultant's vested Options. At the end of such 90-day period (or such shorter period as is remaining in the term of the Options), the unexercised Options shall automatically terminate.

Unless otherwise determined by the Board, if a consultant's engagement with the Corporation or a subsidiary ceases for any reason other than for cause, all unvested RSUs, PSUs and DSUs (and related Dividend Equivalents, if applicable) held by the consultant shall automatically terminate on the termination date. The consultant may, within ninety (90) days after the consultant's termination date (or such shorter period as is remaining in the term of the Awards), elect to settle the participant's vested RSUs, PSUs and DSUs (and related Dividend Equivalents, if applicable). At the end of such 90-day period (or such shorter period as is remaining in the term of the Awards), any outstanding RSUs, PSUs and DSUs (and related Dividend Equivalents, if applicable) shall automatically terminate.

Accelerated Vesting

Subject to the requirements of the policies of the TSXV (including Shareholder approval if applicable), the Board may permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards in connection with a cessation event described above.

Change of Control

Change of Control and Termination of Employment or Engagement

Subject to the terms and conditions of any award agreement, if there is a change of control of the Corporation and a participant who is an employee, management company employee, officer or a director (in each case, other than an Investor Relations Service Provider) ceases employment or engagement as a result of a termination by the Corporation or a subsidiary without cause or ceases to be a director (for any reason other than for cause) and, in each case, his or her termination date is within twelve (12) months following the change of control, all unvested Options, RSUs and DSUs (and related Dividend Equivalents, if applicable) held by the participant on the participant's termination date shall immediately vest and the participant may, within twelve (12) months after the participant's termination date (or such shorter period as is remaining in the term of the Awards) exercise or settle the Awards. At the end of such 12-month period (or such shorter period as is remaining in the term of the Awards), the unexercised Awards shall automatically terminate.

Subject to the terms and conditions of any award agreement, if there is a change of control of the Corporation and a participant who is an employee, management company employee or officer (other than an Investor Relations Service Provider) ceases employment or engagement as a result of a termination by the Corporation or a subsidiary without cause and his or her termination date is within twelve (12) months following the change of control, a certain number of PSUs (and related Dividend Equivalents, if applicable) will vest based on performance achieved up to the termination date as determined by the Board. All unvested PSUs (and related Dividend Equivalents, if applicable) shall automatically terminate on the

termination date. The participant may, within twelve (12) months after the participant's termination date (or such shorter period as is remaining in the term of the applicable PSU), elect to settle the participant's vested PSUs (and related Dividend Equivalents, if applicable). At the end of such 12-month period (or such shorter period as is remaining in the term of the Awards), any outstanding PSUs (and related Dividend Equivalents, if applicable) shall automatically terminate.

Discretion to Board

Subject to the policies of the TSXV, in the event of an actual or potential change of control or take over bid of the Corporation, the Board may, in its discretion: (a) accelerate, conditionally or otherwise, on such terms as it sees fit (including, but not limited to those set out in (c) and (d) below), the vesting date of any Awards; (b) permit the conditional settlement or exercise of any Awards, on such terms as it sees fit; (c) otherwise amend or modify the terms of any Awards, including for greater certainty by (1) permitting participants to exercise or settle any Awards to assist the participants to participate in the actual or potential change of control or take over bid, or (2) providing that the surviving, successor or acquiring entity may assume any outstanding Awards or substitute similar awards for the outstanding Awards, as applicable; and (d) terminate, following the successful completion of a change of control or take over bid, on such terms as it sees fit, the Awards not exercised or settled prior to the successful completion of such change of control or take over bid, provided that, any accelerated vesting in respect of any PSUs (and related Dividend Equivalents, if applicable) will be based on performance achieved up to the change of control or take over bid as determined by the Board.

In the event that any Awards are conditionally exercised or settled and the change of control or take over bid does not occur, the Board, may determine that any (a) Awards so exercised or settled shall be reinstated as the type of Award prior to such exercise or settlement, and (b) Common Shares issued be cancelled, any cash payments made to the participants be returned to the Corporation, and any exercise price or similar price received by the Corporation shall be returned to the participant.

Amendment

The Board may, without notice and without shareholder approval, amend, modify, change, suspend or terminate the Omnibus Plan or any Awards as it determines appropriate, provided, however, that no such amendment, modification, change, suspension or termination of the Omnibus Plan or any Awards may materially impair any outstanding rights of a participant without the consent of the participant, unless the Board determines such adjustment is required or desirable in order to comply with any applicable securities laws or the policies of the TSXV.

Notwithstanding the foregoing and subject to any policies of the TSXV and/or any applicable regulatory authority, shareholder approval (including approval of the disinterested shareholders if required by the policies of the TSXV) must be obtained for any amendment that would have the effect of, among others:

- (a) increasing the percentage of Common Shares reserved for issuance under the Omnibus Plan, except pursuant to the provisions in the Omnibus Plan which permit the Board to make equitable adjustments in the event of transactions affecting the Corporation or its capital;
- (b) increasing or removing the participation limits set forth in the Omnibus Plan (including to insiders);
- (c) reducing the exercise price of an Option (for this purpose, a cancellation or termination of an Option prior to its expiry date for the purpose of reissuing an Option with a lower exercise price shall be

treated as an amendment to reduce the exercise price of an Option), except pursuant to the provisions in the Omnibus Plan which permit the Board to make equitable adjustments in the event of transactions affecting the Corporation or its capital;

- (d) amending an Award that results in a benefit to an insider, in which case disinterested shareholder approval is required (including amending an Award to reduce the exercise price of an option or extending the term of an Award);
- (e) amending any method or formula for calculating prices, values or amounts under the Omnibus Plan that may result in a benefit to a Participant, including but not limiting to the formula for determining the exercise price of Options;
- (f) permitting an Option to be exercisable beyond ten (10) years from its date of grant (except where an expiry date would have fallen within a blackout period);
- (g) increasing or removing the limits on the participation of non-employee directors;
- (h) amending the amendment provisions of the Omnibus Plan;
- (i) changing the eligible participants of the Omnibus Plan; or
- (j) amendments required to be approved by shareholders under applicable law (including the policies of the TSXV).

Without limiting the generality of the foregoing, the Board may, without shareholder approval, at any time or from time to time, amend the Omnibus Plan or award agreements for the purposes of:

- (a) making any amendments to the general vesting provisions of each Award, subject to the prior written approval of the TSXV, if such approval is required;
- (b) making any amendments to the termination provision of an Award which does not entail an extension beyond the original expiry date of such Award;
- (c) making any amendment necessary as a result in changes in securities laws applicable to the Corporation;
- (d) making any amendment necessary to suspend or terminate the Omnibus Plan;
- (e) making any amendments to add covenants of the Corporation for the protection of participants, as the case may be, provided that the Board shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the participants, as the case may be;
- (f) amendments necessary for Awards to qualify for favourable or intended tax treatment under applicable tax law;
- (g) if the Corporation becomes listed or quoted on a stock exchange or stock market senior to the TSXV, making any amendments as may be required by the policies of such senior stock exchange or stock market;

- (h) making any amendments not inconsistent with the Omnibus Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, having in mind the best interests of the participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a participant resides, provided that the Board shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the participants; or
- (i) making such amendments of a "housekeeping" or administrative nature and such changes or corrections which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Board shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the participants.

Description of Stock Option Plan

The following is a summary of certain provisions of the Stock Option Plan. This summary is intended as a summary only and is qualified in its entirety by reference to the Stock Option Plan.

Since the implementation of the Omnibus Plan, no further Options or other awards have been granted under the Stock Option Plan, however, outstanding Options under the Stock Option Plan continue to be governed by the Stock Option Plan.

Summary of Material Terms

The Board adopted the Stock Option Plan on September 17, 2021 and was amended and restated on January 25, 2022 and May 20, 2022. The purpose of the Stock Option Plan is to secure for the Corporation and its shareholders the benefits of incentives inherent in share ownership by directors, officers, employees and consultants of the Corporation who, in the judgment of the Board, will be largely responsible for its future growth and success, through the granting of Options.

Under the Stock Option Plan, any officer, director, employee, management company employee, consultant, or company consultant of the Corporation or its subsidiaries (each as described in the Stock Option Plan and each, an "**Eligible Person**") is eligible to receive Options under the Stock Option Plan.

The Stock Option Plan provides that the maximum number of Common Shares which may be reserved for issuance under Options granted under the Stock Option Plan shall be ten percent (10%) of the Common Shares issued and outstanding at the time of the grant (on a non-diluted basis).

The maximum number of Options which may be granted to any one Eligible Person must not exceed five percent (5%) of the issued and outstanding Common Shares, unless disinterested shareholder approval is received. Without the prior consent of the TSXV, the maximum number of Options which may be granted to any one consultant under the Stock Option Plan, together with any other of the Corporation's previously established and outstanding stock option plans or grants, within any twelve (12) month period, must not exceed two percent (2%) of the issued and outstanding Common Shares, calculated at the date an Option is granted to such consultant (on a non-diluted basis). Without the prior consent of the TSXV, the maximum number of Options which may be granted to all investor relations person under the Stock Option Plan, together with any other of the Corporation's previously established and outstanding stock option plans or grants, within any twelve (12) month period, must not exceed, in the aggregate, two percent (2%)

of the issued and outstanding Common Shares, calculated on the date an Option is granted to any such investor relations person (on a non-diluted basis).

The exercise price of Options issued may not be less than the "discounted market price" (as defined in Policy 1.1 of the TSXV Manual) of the Common Shares at the time the Option is granted, subject to the minimum exercise price allowable by the stock exchange on which the Corporation's securities are listed. Subject to the provisions of the Stock Option Plan and any instrument evidencing such particular Option, an Option may be exercised, in whole or in part, by delivering a written notice of exercise to the Corporation along with payment in certified cheque, wire transfer or bank draft for the full amount of the purchase price of the Common Shares then being purchased plus any required withholding tax.

The period within which Options may be exercised and the number of Options which may be exercised in any such period are determined by the Board at the time of Option grant provided, however, that the maximum term of any Options granted under the Stock Option Plan is ten (10) years.

All Options granted pursuant to the Stock Option Plan will be subject to such vesting requirements as may be prescribed by the stock exchange on which the Corporation's securities are listed, if applicable, or as may be imposed by the Board. All Options granted to investor relations persons must vest in stages over not less than twelve (12) months with no more than one-quarter of the Options vesting in any three-month period or such longer vesting period as the Board may determine.

An optionee who ceases to be an Eligible Person for any reason, other than as a result of having been dismissed for cause or as a result of the optionee's death, may exercise any vested and unexpired options held by such optionee for a period of ninety days from the date of cessation (or until the normal expiry date of the option rights of such optionee, if earlier). An optionee who was engaged in providing investor relation activities may exercise any vested and unexpired options held by such optionee for a period of ninety days from the date that the optionee ceased to provide such investor relations activities.

In the event of a death of the optionee, the optionee's representative may exercise any vested and unexpired options held by the optionee for a period of twelve months from the optionee's death and the date of expiration of the term otherwise applicable to such options (unless such period is extended by the Board). Any extension of the exercise period by the Board is subject to the approval of the stock exchange on which the Corporation's securities are listed.

If an optionee ceases to be an Eligible Person as a result of having been dismissed for cause, all unexercised options of that optionee under the Stock Option Plan shall immediately terminate, whether or not vested at the date of dismissal.

Options granted under the Stock Option Plan will be non-assignable and non-transferable by an optionee other than pursuant to a will or by the laws of descent and distribution, and such Option shall be exercisable, during an optionee's lifetime, only by the optionee.

The Stock Option Plan contains provisions for the treatment of Options in relation to capital changes and with regard to a reorganization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Corporation. The aggregate number and kind of shares available under the Stock Option Plan shall be appropriately adjusted in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Corporation.

The Stock Option Plan sets out that in the event of a change of control (as shall be contemplated in the Stock Option Plan) (a "**Change of Control**"), the Options granted and outstanding, which are subject to vesting provisions, shall be deemed to have immediately vested upon the occurrence of the Change of Control, excluding Options granted to a person engaged in investor relations activities.

The Board may at any time amend or terminate the Stock Option Plan, but where amended, such amendment may be subject to regulatory or shareholder approval.

CORPORATE GOVERNANCE

General

The Board believes that good corporate governance improves corporate performance and benefits all Shareholders. The Canadian Securities Administrators (the "**CSA**") have adopted National Policy 58-201 – *Corporate Governance Guidelines*, which provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Corporation. In addition, the CSA have implemented National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), which prescribes certain disclosure by the Corporation of its corporate governance practices. This disclosure is presented below.

Board of Directors

The Board is currently comprised of six (6) directors, five (5) of whom are independent for the purposes of NI 58-101 and one (1) of whom is not independent.

Julio Jose Arce Ortiz, Alfredo Plenge Thorne, W. John DeCooman Jr., Timothy Loftsgard and Juan Carlos Ortiz are each independent of the Corporation in that they do not have a direct or indirect material relationship with the Corporation or one which could, in the view of the Board, be reasonably expected to interfere with the exercise of their independent judgement. Jose Vizquerra is the brother-in-law of Alfredo Bazo, the former Chief Executive Officer of the Corporation, and is not independent as a result of such relationship.

Directorships

The following current and proposed directors are presently directors of other issuers that are reporting issuers (or the equivalent):

Name	Name of Reporting Issuer
Jose Vizquerra	O3 Mining Inc. (TSXV: OIII) Osisko Mining Inc. (TSX: OSK)
W. John DeCooman Jr.	Ten Sixty Four Ltd. (ASX: X64)
Juan Carlos Ortiz	Compañía de Minas Buenaventura S.A.A. (NYSE: BVN)

Orientation and Continuing Education

The Board does not have a formal orientation policy. Orientation of new members of the Board is conducted by informal meetings with members of the Board, briefings by management, and the provision of copies of or access to the Corporation's documents.

The Corporation has not adopted formal policies respecting continuing education for members of the Board. Members of the Board are encouraged to communicate with management, legal counsel, auditors and consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance, and to attend related industry seminars and visit the Corporation's operations. Members of the Board have full access to the Corporation's records.

Ethical Business Conduct

The Board 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 the CBCA on an individual director's participation in decisions of the Board in which the director has an interest have helped to ensure that the Board 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. In addition, if a director of the Corporation also serves as a director or officer of another company engaged in similar business activities to the Corporation, that director must comply with the conflict of interest provisions of the CBCA, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of his or her interest and would not be entitled to vote at meetings of directors that evoke such a conflict.

Nomination of Directors

The Corporation does not have a stand-alone nomination committee. The Board has responsibility for identifying potential candidates for the Board. The Board assesses potential candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of the industry are consulted for possible candidates.

Compensation Committee

The Compensation Committee is currently comprised of Timothy Loftsgard (Chair), Alfredo Plenge Thorne and Julio Jose Arce Ortiz. All of the members of the Compensation Committee are considered to be independent, in accordance with applicable securities legislation. For a description of the Compensation Committee Mandate, see "*Statement of Executive Compensation – Compensation Governance – Compensation Committee Mandate*".

Corporate Governance Committee

The Corporate Governance Committee is currently comprised of Juan Carlos Ortiz (Chair), Jose Vizquerra and Alfredo Plenge Thorne. Two of the members of the Corporate Governance Committee are considered to be independent, being Juan Carlos Ortiz and Alfredo Plenge Thorne, in accordance with applicable securities legislation. Jose Vizquerra is not considered to be independent.

The Board has adopted a written charter setting forth the purpose, composition, authority and responsibility of the Corporate Governance Committee. The Corporate Governance Committee's purpose is to assist the Corporation and the Board in fulfilling their respective corporate governance responsibilities under applicable securities laws, instruments, rules and mandatory policies and regulatory requirements, and to

promote a culture of integrity throughout the Corporation. The Corporate Governance Committee is responsible for: (a) considering, or presenting to the Board for consideration, any material transaction of which it is aware involving the Corporation and any "related party" as that term is defined in applicable securities laws; (b) monitoring compliance with and enforcing the related party transaction policy of the Corporation; (c) monitoring any material related party transaction (as defined in applicable securities laws) of which it is aware and reporting to the Board on a regular basis regarding the status of any material related party transaction; (d) if considered advisable, establishing guidelines and parameters within which the Corporation shall be entitled to engage in related party transactions without the specific prior approval of the Corporate Governance Committee or the Board; (e) monitoring the appropriateness of implementing structures, or of the structures implemented, from time to time to ensure that the Board can function independently of the senior officers of the Corporation; (f) providing an orientation and education program for new directors that are not familiar with the Corporation and its business and affairs which advises them of (i) the role of the Board and its committees, (ii) the nature of the business and affairs of the Corporation, and (iii) the contribution which individual directors are expected to make to the Board in terms of both time and resource commitments; (g) providing continuing education opportunities to existing directors so that individual directors can maintain and enhance their abilities and ensure that their knowledge of the business and affairs of the Corporation remains current; (h) responding to, and if appropriate, authorizing requests by, individual directors to engage independent counsel or other experts or advisors at the expense of the Corporation; (i) reviewing annually, together with the Audit Committee, the directors and officers third-party liability insurance of the Corporation; (j) reviewing and assessing the adequacy of the charter for the Corporate Governance Committee periodically and submit any proposed amendments to the Board for consideration; and (k) reviewing and assessing the adequacy of any other mandate, code or policy of the Corporation as specifically requested by the Board.

Operations and Development Committee

The Operations and Development Committee is currently comprised of all the members of the Board. Four of the members of the Operations and Development Committee are considered to be independent, being Julio Jose Arce Ortiz, Alfredo Plenge Thorne, Timothy Loftsgard, W. John DeCooman Jr. and Juan Carlos Ortiz, in accordance with applicable securities legislation. Jose Vizquerra is not considered to be independent.

The Board has adopted a written charter setting forth the purpose, composition, authority and responsibility of the Operations and Development Committee. The Operations and Development Committee's purpose is to assist the Board in its oversight responsibilities with respect to the development and operation of the Corporation's mining operations, including: (a) mine development; (b) production and production planning; (c) operation optimization and business model structuring; (d) cost control and reduction; (e) logistics and transportation; (f) technical studies and projects; and (g) operational risks. The Operations and Development Committee is responsible for: (a) developing strategies and monitoring progress regarding the development of the Corporation's mines and mineral projects; (b) reviewing, on a periodic basis, the performance of the Corporation's development activities and mining operations, including but not limited to mine plans, life of mine estimates, critical performance indicators of exploration and mining operations, updated mineral reserve and mineral resource estimates, capex and operating costs, cost reduction measures and continuous improvement programs; (c) reviewing, on a periodic basis, the performance of the Corporation's development activities and mining operations, including but not limited to critical performance indicators of the operations, capex and operating costs, cost reduction measures and continuous improvement programs; (d) reviewing, on a periodic basis, the performance of the Corporation's exploration programs, including but not limited to drill results and program outcomes; (e) reviewing potential business opportunities relating to the acquisition and disposition of mineral claims; (f) reviewing any

proposed changes to, and monitoring the following aspects of, the Corporation's mining and business operations: (i) operation optimization; (ii) production system optimization; (iii) technical and engineering studies; (iv) project execution; and (v) logistic studies; (g) reviewing and recommending for Board approval as appropriate, any budget and capital expenditures proposed in relation to technical and engineering projects and studies at the mining operations; (h) in the event of the occurrence of a material production quality problem, receiving and reviewing as soon as practicable a report from management detailing the nature of the problem and the remedial action being taken and making any recommendations in respect thereof to the Board as may be determined by the Operations and Development Committee to be appropriate; (i) reviewing significant technical risks, mitigation strategies and opportunities associated with the Corporation's mines and projects; and (j) reviewing technical merits associated with potential new projects or acquisitions.

Sustainable Development Committee

The Sustainable Development Committee is currently comprised of Alfredo Plenge Thorne, Juan Carlos Ortiz and Julio Jose Arce Ortiz (Chair). All of the members of the Sustainable Development Committee are considered to be independent, in accordance with applicable securities legislation.

The Board has adopted a written charter setting forth the purpose, composition, authority and responsibility of the Sustainable Development Committee. The Sustainable Development Committee's purpose is to assist the Board in fulfilling its responsibilities relating to the sustainability of the of the Corporation's activities, including providing oversight with respect to health and safety, the environment, communities, permitting and illegal and/or informal mining. The responsibilities of the Sustainable Development Committee include responsibilities relating to health and safety, the environment, communities, permitting and illegal and/or informal mining.

With regards to health and safety, the responsibilities of the Sustainable Development Committee include: (a) reviewing and making recommendations, as appropriate, in regard to the Corporation's safety and health program, including corporate occupational health and safety policies and procedures; (b) directing management to develop, maintain and update first aid and emergency response plans for each project; (c) directing management to develop, maintain and update procedures for the efficient and effective reporting of on-site accidents; and (d) reviewing the Corporation's safety and health performance to: (i) assess the effectiveness of safety and health program and to make recommendations for improvement, where appropriate, (ii) determine if any safety and health issues that may be identified as a result of such review are of significance to report to the Board, (iii) consider changes to applicable safety and health laws and regulations of the regions in which the Corporation operates that may materially impact the Corporation and provide oversight with respect to management's response to any such changes, (iv) direct management to develop and maintain education programs for its employees with respect to potential health and safety hazards and satisfy itself that the Corporation provides its employees with the appropriate tools and training to execute their employment-related duties in a manner that minimizes such hazards, and (v) ensure that management promotes and facilitates employee participation in developing health and safety standards and practices and ensures there are procedures available to employees for the prompt reporting of any perceived breaches of such standards.

With regards to the environment, the responsibilities of the Sustainable Development Committee include: (a) reviewing and making recommendations, as appropriate, in regard to the Corporation's environmental management program, including corporate environmental policies and procedures; (b) considering changes to applicable environmental laws and regulations of the regions in which the Corporation operates that may materially impact the Corporation and providing oversight with respect to management's response to any

such changes; (c) receiving and reviewing reports by management on environmental issues and making recommendations to the Board in connection therewith; (d) reviewing incident reports to: assess whether environmental management procedures were effective in such incidents, and to make recommendations for improvement, where appropriate and determine if such incidents are of significance to report to the Board; (e) reviewing the scope of potential environmental liabilities and the adequacy of the environmental management system to manage these liabilities; (f) directing management to develop and maintain education programs for its employees with respect to potential environmental hazards and satisfying itself that the Corporation provides its employees with the appropriate tools and training to execute their employment-related duties in a manner that minimizes such hazards; and (g) ensuring that management promotes and facilitates employee participation in developing environmental standards and practices and ensuring there are procedures available to employees for the prompt reporting of any perceived breaches of such standards.

With regards to communities, the responsibilities of the Sustainable Development Committee include: (a) recommending actions for developing social policies, programs, procedures, and activities for the communities, and ensuring that the principles set out in such policies are being adhered to and achieved; (b) recommending actions to ensure meaningful and transparent engagement and communications with the communities, all stakeholders in the relationship between the Corporation and the communities and other stakeholders, seeking to build trust and mutually beneficial relationships; (c) directing management to develop, maintain and update procedures to receive and address potential concerns of communities relating to their health and safety or environment; (d) considering changes to applicable local laws and regulations of the regions in which the Corporation operates that may materially impact the Corporation and providing oversight with respect to management's response to any such changes; (e) receiving reports from management on: (i) the Corporation's social responsibility programs, including significant sustainable development, community relations and security policies and procedures; and (ii) the Corporation's corporate social responsibility performance to assess the overall effectiveness of the corporate social responsibility program; and (f) ensuring that management promotes and facilitates employee participation in developing community relations standards and practices and ensure there are procedures available to employees for the prompt reporting of any perceived breaches of such standards.

With regards to permitting, the responsibilities of the Sustainable Development Committee include: (a) requesting and obtaining information from management and other representatives and advisors of the Corporation respecting the current status of the Corporation's development permits and permit applications and the compliance of such activities with applicable laws; (b) developing strategies and procedures regarding the advancement of such permits and permit applications, including strategies to ensure such operations are conducted in accordance with all applicable laws; (c) communicating with regulatory authorities regarding the advancement of such permits and permit applications or the filing of additional permit applications, which, for greater certainty, may be delegated to specified employees or consultants by the Sustainable Development Committee; (d) making recommendations to management and the Board regarding the need for additional resources in connection with the furtherance of such permits and/or permit applications; (e) making recommendations to management and the Board regarding the abandonment or discontinuance of any permits and/or permit applications; and (w) making recommendations to management and the Board regarding additional permits to be sought by the Corporation.

With regards to illegal and/or informal mining, the responsibilities of the Sustainable Development Committee include: (a) requesting and obtaining information from management and other representatives and advisors of the Corporation respecting any illegal or informal mining activities taking place within the Corporation's operations and/or area of influence; (b) developing strategies and procedures regarding proactive measures designed to prevent or limit such illegal or informal mining activities; (c) making

recommendations to management and the Board regarding how to deal with such illegal or informal mining activities that have been identified; and (d) making recommendations to management and the Board regarding any lawsuits or legal action to be taken with respect to such illegal or informal mining activities.

Other Board Committees

Other than the Audit Committee, the Compensation Committee, the Corporate Governance Committee, the Operations and Development Committee and the Sustainable Development Committee the Corporation has no other committees. The Corporation may from time to time convene a special committee to assess potential business combinations and potential alternatives thereto and to provide the Board with advice and a recommendation in respect of same.

Assessments

The Board will monitor the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committees. On an ongoing annual basis, the Board will assess the performance of the Board as a whole, each of the individual directors and each committee of the Board in order to satisfy itself that each is functioning effectively.

Board and Management Diversity

The Corporation is committed to diversity and recognizes the benefits of promoting diversity, both within the Corporation and at the level of the Board.

The Board has not adopted a written policy or targets relating to the identification and nomination of directors or members of senior management that are women, Indigenous Peoples (First Nations, Inuit, Metis), persons with disabilities or members of visible minorities (collectively, the "**Designated Groups**"). The Board generally identifies, evaluates and recommends candidates to become members of the Board or members of senior management with the goal of creating a Board and members of senior management team that, as a whole, consists of individuals with various and relevant career experience, industry knowledge and experience, and financial and other specialized expertise. The Board does not have a written policy on the identification and nomination of female candidates for the Board or for appointment of officers, nor does it have a target for the number of women in these roles.

The Board had not adopted targets or a target range for Designated Groups to hold directors positions or positions in senior management by a specified date. The Board believes that director nominees and executive officer appointments should be made on the basis of the appropriate experiences, skills and characteristics of individual candidates and the requirements of management and the Board at the time. Although the Board does not have a formal diversity policy or targets, it considers diversity in its broadest sense when evaluating candidates, including persons diverse in gender, ethnicity, experience, and background. The Board considers all factors they deem relevant in the process of identifying, evaluating, and recommending candidates for the Board and senior management and does not have a formal requirement to consider the level of representation of individuals from Designated Groups.

As of the date of this Information Circular, out of the six (6) directors comprising the Board: none (0.0%) are women; none (0.0%) are persons with disabilities; none (0.0%) are Indigenous persons; none (0.0%) are a visible minority; and no (0.0%) directors are a member of more than one Designated Group.

As of the date of this Information Circular, out of the three (3) members of the Corporation's senior management team: one (33.3%) is a woman; none (0.0%) are persons with disabilities; none (0.0%) are

Indigenous persons; none (0.0%) are visible minorities; and one (33.3%) is a member of more than one Designated Group.

AUDIT COMMITTEE

National Instrument 52-110 – *Audit Committees ("NI 52-110")* requires the Corporation, as a venture issuer, to disclose annually in its information circular certain information concerning the constitution of the Audit Committee and its relationship with its independent auditor. This disclosure is presented below.

Charter of the Audit Committee

The responsibilities and duties of the Audit Committee are set out in the committee's charter, the text of which is attached as Schedule "A" to this Information Circular.

Composition of the Audit Committee

The Audit Committee is currently comprised of three (3) individuals, all of whom are financially literate. The current members of the Audit Committee are Alfredo Plenge Thorn (Chair), Timothy Loftsgard and Jose Vizquerra. A majority of the members of the Audit Committee are considered to be "independent" within the meaning of NI 52-110. Alfredo Plenge Thorne and Timothy Loftsgard are considered to be independent. Jose Vizquerra is the brother-in-law of Alfredo Bazo, the former Chief Executive Officer of the Corporation, and is not independent as a result of such relationship.

Relevant Education and Experience

The education and experience of each current and proposed member of the Audit Committee relevant to the performance of his or her duties as a member of the Audit Committee are summarized above in the Section entitled "*Matters to be Acted Upon at the Meeting – Election of Directors*".

Audit Committee Oversight

Since the commencement of the Corporation's most recently completed financial year, each of the Audit Committee's recommendations to nominate or compensate an external auditor have been adopted by the Board.

Reliance on Certain Exemptions

At no time since incorporation has the Corporation relied on an exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), Section 6.1.1(4) of NI 52-110 (*Circumstance Affecting the Business or Operations of the Venture Issuer*), Section 6.1.1(5) of NI 52-110 (*Events Outside Control of Member*), Section 6.1.1(6) of NI 52-110 (*Death, Incapacity or Resignation*) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has the authority to engage and communicate with advisors and professionals for non audit services.

External Auditor Service Fees (by category)

The following table provides information about the fees billed to the Corporation for professional services rendered and payable by the Corporation's auditors for each of the financial years ended December 31, 2023 and 2022:

	Audit Fees ⁽¹⁾	Audit-Related Fees ⁽²⁾	Tax Fees ⁽³⁾	All Other Fees ⁽⁴⁾	Total Fees
Period	(\$)	(\$)	(\$)	(\$)	(\$)
2023	138,870	77,561	8,387	53,478	278,296
2022	140,318	39,999	9,712	48,998	239,027

Notes:

- (1) "Audit Fees" are fees necessary to perform quarterly review engagements and the annual audit of the Corporation's financial statements, including review of tax provisions, accounting consultations on matters reflected in the financial statements, and audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) "Audit-Related Fees" are fees for services that are traditionally performed by the auditor including employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) "Tax Fees" are fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees" including tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) "All Other Fees" include all other non-audit services.
- (5) These fees only represent professional services rendered and do not include any out-of-pocket disbursements or fees associated with filings made on the Corporation's behalf. These additional costs are not material as compared to the total professional services fees for each year.

Exemption

The Corporation is a "venture issuer" as defined in NI 52-110 and is relying on the exemption in section 6.1 of NI 52-110 relating to Part 5 (Reporting Obligations) of NI 52-110.

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

Other than as set forth herein, management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of each person who has been a director or executive officer of the Corporation at any time since the beginning of the Corporation's last financial year, any proposed nominee for election as a director, or of any associate or affiliate of any such persons, in any matter to be acted upon at the Meeting other than the election of directors or the approval of the Omnibus Plan Resolution. Certain directors and officers of the Corporation, and their affiliates, own or control, directly or indirectly, Common Shares. See *"Matters to be Acted on at the Meeting – Election of Directors"*. All of the directors and officers may receive Options pursuant to the Incentive Plans. See *"Matters to be Acted on at the Meeting – Approval of the Omnibus Plan"*. Certain directors and officers of the Corporation, are parties to the Share Compensation Agreements. See *"Matters to be Acted on at the Meeting – Approval of Security-Based Compensation to Non-Arm's Length Parties"*.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

There is no indebtedness outstanding of any current or former director, executive officer or employee of the Corporation or any of its subsidiaries which is owing to the Corporation or any of its subsidiaries or to another entity which is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any of its subsidiaries, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year of the Corporation was, a director or executive officer of the Corporation, and no proposed nominee for election as a director of the Corporation, or any associate of any such director, executive officer or proposed nominee: (i) is or at any time since the beginning of the most recently completed financial year of the Corporation has been, indebted to the Corporation or any of its subsidiaries; or (ii) whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year of the Corporation has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed below, to the knowledge of the Corporation, other than as described herein, no "informed person", proposed director, or any associate or affiliate of any of these persons, has any material interest, direct or indirect, in any transaction since January 1, 2023 or in any proposed transaction that has materially affected or would materially affect the Corporation or any of its subsidiaries.

- On April 24, 2024, the Corporation completed an offering of 87,638,928 units (each, a "**Public Unit**") at a price of \$0.11 per Public Unit, with each Public Unit consisting of one (1) Common Share and one (1) Common Share purchase warrant (the "**Public Offering**"). The Public Offering was completed pursuant to an agency agreement dated April 18, 2024 among the Corporation and Eight Capital and SCP Resource Finance LP. In connection with the Public Offering, the Corporation issued 120,000 Public Units to Alvaro Espinoza, the Chief Executive Officer of the Corporation.
- On November 10, 2023, the Corporation completed the initial tranche of a non-brokered private placement of 62,190,000 units (each, a "**Private Placement Unit**"), with each Private Placement Unit consisting of one (1) Common Share and one half of one (1/2) Common Share purchase warrant (the "**Private Placement**"). In connection with the Private Placement, the Corporation issued: (i) 7,000,000 Private Placement Units to Alfredo Plenge Thorne, a director of the Corporation; (ii) 6,000,000 Private Placement Units to Julio Jose Arce Ortiz, a director of the Corporation; (iii) 6,600,000 Private Placement Units to affiliates of Jose Vizquerra, a director of the Corporation; and (iv) 2,000,000 Private Placement Units to Richard Contreras, the Chief Operating Officer of the Corporation.

For the purposes of this Information Circular, an "informed person" means: (i) a director or executive officer of the Corporation; (ii) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Corporation; or (iii) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of the Corporation or a combination of both carrying more than ten percent (10%) of the voting rights attaching to all outstanding voting securities of the Corporation other than voting securities held by the person or company as underwriter in the course of a distribution; and (iv) the Corporation, if it has purchased redeemed or otherwise acquired any of its securities for so long as it holds any of its securities.

SHAREHOLDER PROPOSALS

In accordance with the CBCA, any notice of a shareholder proposal intended to be raised at the next annual meeting of Shareholders must be submitted to the Corporation at its registered office between 90 to 150 days before the anniversary of the last annual shareholder meeting to be considered for inclusion in the management information circular for the next annual meeting of the Shareholders. Shareholder proposals need be recognized only if made in accordance with the foregoing procedure, the provisions of the CBCA and the Corporation's by-laws.

In accordance with the CBCA, shareholder proposals must be received between January 28, 2025 and March 31, 2025, to be considered for inclusion in the management information circular for the Corporation's next annual meeting of Shareholders.

ADDITIONAL INFORMATION

Additional information relating to the Corporation is filed on SEDAR+ at www.sedarplus.ca. Financial information relating to the Corporation is provided in the Corporation's audited consolidated financial statements as at December 31, 2023, the report of the auditors' thereon and the accompanying MD&A. Securityholders of the Corporation may request the Corporation's financial statements and MD&A by contacting the Corporation at 82 Richmond Street East, Toronto, Ontario, M5C 1P1, telephone number: +1 954475319. Copies of documents will be provided free of charge to securityholders of the Corporation. The Corporation may require the payment of a reasonable charge from any person or company who is not a securityholder of the Corporation, who requests a copy of any such document.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular and the sending of it to each director of the Corporation, to the auditors of the Corporation, to the Shareholders and to the appropriate governmental agencies, have been approved by the Board.

DATED at Toronto, Ontario this 23rd day of May, 2024.

BY ORDER OF THE BOARD

(signed) "Alvaro Espinoza"

Name: Alvaro Espinoza

Title: Chief Executive Officer

Schedule "A"**Audit Committee Charter****1. Introduction**

The primary mandate of the Audit Committee (the "**Audit Committee**" or the "**Committee**") of the Board of Directors (the "**Board**") of Silver Mountain Resources Inc. (the "**Company**") is to assist the Board in overseeing the Company's financial reporting and disclosure. This oversight includes: (a) reviewing the financial statements and financial disclosure that is provided to shareholders and disseminated to the public; (b) reviewing the systems of internal controls to ensure integrity in the financial reporting of the Company; and (c) monitoring the independence and performance of the Company's external auditors and reporting directly to the Board on the work of the external auditors.

2. Membership***Number of Members***

The Committee shall be composed of three or more members of the Board.

Independence of Members

Subject to compliance with National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"), a majority of the members of the Committee must be independent. "Independent" shall have the meaning, as the context requires, given to it in NI 52-110, as may be amended from time to time.

Chair

At the time of the annual appointment of the members of the Audit Committee, the Board shall appoint a Chair of the Audit Committee. The Chair of the Committee shall be independent. The Chair of the Audit Committee may serve as the chair of the Committee for any number of consecutive terms. The Chair shall be a member of the Audit Committee, preside over all Audit Committee meetings, coordinate the Audit Committee's compliance with this Charter, work with management to develop the Audit Committee's annual work-plan and provide reports of the Audit Committee to the Board.

Financial Literacy of Members

At the time of his or her appointment to the Committee, each member of the Committee shall have, or shall acquire within a reasonable time following appointment to the Committee, the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

Term of Members

The members of the Committee shall be appointed annually by the Board. Each member of the Committee shall serve at the pleasure of the Board until the member resigns, is removed, or ceases to be a member of the Board. Unless a Chair is elected by the Board, the members of the Committee may designate a Chair by majority vote of the full Committee membership.

3. Meetings

Number of Meetings

The Committee may meet as many times per year as necessary to carry out its responsibilities, however, the Committee will meet at least four (4) times per year (at least one (1) time per calendar quarter). The Chair, in consultation with the Committee members, will determine the schedule and frequency of the Committee meetings.

Quorum

No business may be transacted by the Committee at a meeting unless a quorum of the Committee is present. A majority of members of the Committee shall constitute a quorum.

Calling of Meetings

The Chair, any member of the Audit Committee, the external auditors, the Chairman of the Board, the Chief Executive Officer or the Chief Financial Officer may call a meeting of the Audit Committee by notifying the Company's Corporate Secretary who will notify the members of the Audit Committee. The Chair shall chair all Audit Committee meetings that he or she attends, and in the absence of the Chair, the members of the Audit Committee present may appoint a chair from their number for a meeting. The Chair will set the agenda for each meeting of the Audit Committee, after consulting with management and the external auditor. Agenda materials such as draft financial statements must be circulated to Audit Committee members for members to have a reasonable time to review the materials prior to the meeting.

Minutes; Reporting to the Board

The Committee shall maintain minutes or other records of meetings and activities of the Committee in sufficient detail to convey the substance of all discussions held. Upon approval of the minutes by the Committee, the minutes shall be circulated to the members of the Board. However, the Chair may report orally to the Board on any matter in his or her view requiring the immediate attention of the Board.

Attendance of Non-Members

The external auditors are entitled to attend and be heard at each Audit Committee meeting. In addition, the Committee may invite to a meeting any officers or employees of the Company, legal counsel, advisors and other persons whose attendance it considers necessary or desirable in order to carry out its responsibilities. At least once per year, the Committee shall meet with the internal auditor and management in separate sessions to discuss any matters that the Committee or such individuals consider appropriate.

Meetings without Management

The Committee shall hold unscheduled or regularly scheduled meetings, or portions of meetings, at which management is not present.

Procedure

The procedures for calling, holding, conducting and adjourning meetings of the Committee shall be the same as those applicable to meetings of the Board.

Access to Management

The Committee shall have unrestricted access to the Company's management and employees and the books and records of the Company.

4. Duties and Responsibilities

The Committee shall have the functions and responsibilities set out below as well as any other functions that are specifically delegated to the Committee by the Board and that the Board is authorized to delegate by applicable laws and regulations. In addition to these functions and responsibilities, the Committee shall perform the duties required of an audit committee by any stock exchange upon which securities of the Company are traded, or any governmental or regulatory body exercising authority over the Company, as are in effect from time to time (collectively, the "**Applicable Requirements**").

Financial Reports

(a) General

The Audit Committee is responsible for overseeing the Company's financial statements and financial disclosures. Management is responsible for the preparation, presentation and integrity of the Company's financial statements and financial disclosures and for the appropriateness of the accounting principles and the reporting policies used by the Company. The auditors are responsible for auditing the Company's annual consolidated financial statements and for reviewing the Company's unaudited interim financial statements.

(b) Review of Annual Financial Reports

The Audit Committee shall review the annual consolidated audited financial statements of the Company, the auditors' report thereon and the related management's discussion and analysis of the Company's financial condition and results of operation ("**MD&A**"). After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the annual financial statements and the related MD&A.

(c) Review of Interim Financial Reports

The Audit Committee shall review the interim consolidated financial statements of the Company, the auditors' review report thereon and the related MD&A. After completing its review, if advisable, the Audit Committee shall approve and recommend for Board approval the interim financial statements and the related MD&A.

(d) Review Considerations

In conducting its review of the annual financial statements or the interim financial statements, the Audit Committee shall:

- (i) meet with management and the auditors to discuss the financial statements and MD&A;
- (ii) review the disclosures in the financial statements;
- (iii) review the audit report or review report prepared by the auditors;

- (iv) discuss with management, the auditors and legal counsel, as requested, any litigation claim or other contingency that could have a material effect on the financial statements;
- (v) review the accounting policies followed and critical accounting and other significant estimates and judgements underlying the financial statements as presented by management;
- (vi) review any material effects of regulatory accounting initiatives or off-balance sheet structures on the financial statements as presented by management, including requirements relating to complex or unusual transactions, significant changes to accounting principles and alternative treatments under IFRS;
- (vii) review any material changes in accounting policies and any significant changes in accounting practices and their impact on the financial statements as presented by management;
- (viii) review management's report on the effectiveness of internal controls over financial reporting;
- (ix) review the factors identified by management as factors that may affect future financial results;
- (x) review results of the Company's audit committee whistleblower program; and
- (xi) review any other matters, related to the financial statements, that are brought forward by the auditors, management or which are required to be communicated to the Audit Committee under accounting policies, auditing standards or Applicable Requirements.

(e) Approval of Other Financial Disclosures

The Audit Committee shall review and, if advisable, approve and recommend for Board approval financial disclosure in a prospectus or other securities offering document of the Company, press releases disclosing, or based upon, financial results of the Company and any other material financial disclosure, including financial guidance provided to analysts, rating agencies or otherwise publicly disseminated.

(f) Periodic Review of Procedures

The Audit Committee shall assess the adequacy of the procedures set out in (d) and (e) above on an annual basis and shall make recommendations to the Board with respect to any necessary amendments to this Charter.

Insurance Policies

The Audit Committee shall assess the adequacy of the Company's insurance policies and shall make recommendations to the Board with respect to any suggested changes to such policies.

Auditors

(a) General

The Audit Committee shall be responsible for oversight of the work of the auditors, including the auditors' work in preparing or issuing an audit report, performing other audit, review or attest services or any other related work.

(b) Nomination and Compensation

The Audit Committee shall review and, if advisable, select and recommend for Board approval the external auditors to be nominated and the compensation of such external auditor. The Audit Committee shall have ultimate authority to approve all audit engagement terms and fees, including the auditors' audit plan.

(c) Resolution of Disagreements

The Audit Committee shall resolve any disagreements between management and the auditors as to financial reporting matters brought to its attention.

(d) Discussions with Auditors

At least annually, the Audit Committee shall discuss with the auditors such matters as are required by applicable auditing standards to be discussed by the auditors with the Audit Committee.

(e) Audit Plan

At least annually, the Audit Committee shall review a summary of the auditors' annual audit plan. The Audit Committee shall consider and review with the auditors any material changes to the scope of the plan.

(f) Quarterly Review Report

The Audit Committee shall review a report prepared by the auditors in respect of each of the interim financial statements of the Company.

(g) Independence of Auditors

At least annually, and before the auditors issue their report on the annual financial statements, the Audit Committee shall obtain from the auditors a formal written statement describing all relationships between the auditors and the Company; discuss with the auditors any disclosed relationships or services that may affect the objectivity and independence of the auditors; and obtain written confirmation from the auditors that they are objective and independent within the meaning of the applicable Rules of Professional Conduct/Code of Ethics adopted by the provincial institute or order of chartered accountants to which the auditors belong and other Applicable Requirements. The Audit Committee shall take appropriate action to oversee the independence of the auditors.

(h) Evaluation and Rotation of Lead Partner

At least annually, the Audit Committee shall review the qualifications and performance of the lead partner(s) of the auditors and determine whether it is appropriate to adopt or continue a policy of rotating lead partners of the external auditors.

(i) Requirement for Pre-Approval of Non-Audit Services

The Audit Committee shall approve in advance any retainer of the auditors to perform any non-audit service to the Company that it deems advisable in accordance with Applicable Requirements and Board approved policies and procedures. The Audit Committee may delegate pre-approval authority to a member of the Audit Committee. The decisions of any member of the Audit Committee to whom this authority has been delegated must be presented to the full Audit Committee at its next scheduled Audit Committee meeting.

(j) Approval of Hiring Policies

The Audit Committee shall review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.

Financial Executives

The Committee shall review and discuss with management the appointment of key financial executives and recommend qualified candidates to the Board, as appropriate.

Risk Management, Internal Controls and Information Systems

(a) General

The Audit Committee shall review the Company's system of internal controls, review the Company's tax risk governance framework; adequacy of staff capacity and capability; information technology systems, controls and procedures for dealing with tax law and administrative updates; effective use of tax advisors; and self-assurance processes to periodically test the effectiveness of its tax policies.

(b) Establishment, Review and Approval

The Audit Committee shall require management to implement and maintain appropriate systems of internal controls in accordance with Applicable Requirements, including internal controls over financial reporting and disclosure and to review, evaluate and approve these procedures. At least annually, the Audit Committee shall consider and review with management and the auditors:

- (i) the effectiveness of, or weaknesses or deficiencies in: the design or operation of the Company's internal controls (including computerized information system controls and security); the overall control environment for managing business risks; and accounting, financial and disclosure controls (including, without limitation, controls over financial reporting), non-financial controls, and legal and regulatory controls and the impact of any identified weaknesses in internal controls on management's conclusions;
- (ii) any significant changes in internal controls over financial reporting that are disclosed, or considered for disclosure, including those in the Company's periodic regulatory filings;
- (iii) any material issues raised by any inquiry or investigation by the Company's regulators;
- (iv) the Company's fraud prevention and detection program, including deficiencies in internal controls that may impact the integrity of financial information, or may expose the Company to other significant internal or external fraud losses and the

extent of those losses and any disciplinary action in respect of fraud taken against management or other employees who have a significant role in financial reporting; and

- (v) any related significant issues and recommendations of the auditors together with management's responses thereto, including the timetable for implementation of recommendations to correct weaknesses in internal controls over financial reporting and disclosure controls.

Compliance with Legal and Regulatory Requirements

The Audit Committee shall review reports from the Company's Corporate Secretary and other management members on: legal or compliance matters that may have a material impact on the Company; the effectiveness of the Company's compliance policies; and any material communications received from regulators. The Audit Committee shall review management's evaluation of and representations relating to compliance with specific applicable law and guidance, and management's plans to remediate any deficiencies identified.

Audit Committee Whistleblower Procedures

The Audit Committee shall establish for (a) the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and (b) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters. Any such complaints or concerns that are received shall be reviewed by the Audit Committee and, if the Audit Committee determines that the matter requires further investigation, it will direct the Chair of the Audit Committee to engage outside advisors, as necessary or appropriate, to investigate the matter and will work with management and legal counsel to reach a satisfactory conclusion.

Audit Committee Disclosure

The Audit Committee shall prepare, review and approve any audit committee disclosures required by Applicable Requirements in the Company's disclosure documents.

Delegation

The Audit Committee may, to the extent permissible by Applicable Requirements, designate a sub-committee to review any matter within this Charter as the Audit Committee deems appropriate.

5. Authority

The Audit Committee shall have the authority:

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

6. No Rights Created

This Charter is a statement of broad policies and is intended as a component of the flexible governance framework within which the Audit Committee, functions. While it should be interpreted in the context of all applicable laws, regulations and listing requirements, as well as in the context of the Company's Articles and By-laws, it is not intended to establish any legally binding obligations.

7. Charter Review

The Audit Committee shall review and update this Charter annually and present it to the Board for approval where the Audit Committee recommends amendments to this Charter.

Approved by the Board on April 25, 2022.

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Schedule "B"

Omnibus Plan

(see attached)

517495508v.10

OMNIBUS EQUITY INCENTIVE PLAN

EFFECTIVE: MAY 29, 2023

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SILVER MOUNTAIN RESOURCES INC.
OMNIBUS EQUITY INCENTIVE PLAN

ARTICLE 1 - PURPOSES OF THE PLAN

1.1 Purposes of the Plan

The purposes of the Plan are to: (i) provide the Company with a mechanism to attract, retain and motivate highly qualified directors, officers, employees and consultants; (ii) align the interests of Participants with those of other shareholders of the Company generally; and (iii) enable and encourage Participants to participate in the long-term growth and success of the Company through the acquisition of Common Shares.

1.2 Effective Date

This Plan shall become effective upon the date of approval by the shareholders of the Company given by affirmative vote of the majority of the Common Shares represented at the meeting of the shareholders of the Company at which motion to approve the Plan is presented, being the Effective Date.

1.3 Successor Plan

From and after the Effective Date, the Plan shall serve as the replacement to the Company's Second Amended Share Option Plan, as amended or restated from time to time (the "**Option Plan**"), and no further grants shall be made under the Option Plan; however, all stock options that are outstanding under the Option Plan as of the Effective Date shall continue to be governed by the terms and conditions of the Option Plan.

ARTICLE 2 - DEFINED TERMS

2.1 Definitions

Where used herein, the following terms shall have the following meanings, respectively:

- (a) "**Actively Employed**" means when a Participant is employed and actively providing services to the Company or a Subsidiary, or a Participant is on a vacation or a leave of absence approved by the Company or a Subsidiary or authorized under applicable law. For purposes of this Plan, except as may be required to comply with minimum requirements of applicable employment standards legislation, a Participant is not Actively Employed if his or her employment has been terminated by the Participant's resignation or by the Company or a Subsidiary, regardless of whether the Participant's employment has been terminated with or without Cause, lawfully or unlawfully or with or without notice, and, except as may be required by minimum requirements of applicable employment standards legislation, being Actively Employed does not include any period during, or in respect of, which a Participant is receiving or is entitled to receive payments in lieu of notice (whether by way of lump sum or salary continuance), benefits continuance, severance pay,

damages for wrongful dismissal or other termination related payments or benefits, in each case, whether pursuant to statute, contract, common law, civil law or otherwise;

- (b) **“Applicable Withholding Taxes”** means any and all taxes and other source deductions or other amounts which the Company or a Subsidiary is required by law to withhold from any amounts to be paid or credited hereunder;
- (c) **“Associate”** has the meaning set out in the Securities Act;
- (d) **“Award”** means an Option or a Share Unit granted to a Participant pursuant to the terms of the Plan;
- (e) **“Award Agreement”** means an agreement entered into by the Company and a Participant setting forth the terms and conditions applicable to Awards granted under the Plan. All Award Agreements shall be deemed to incorporate the provisions of the Plan, subject to such modifications or additions as the Board may, in its discretion, determine appropriate. An Award Agreement need not be identical to other Award Agreements either in form or substance;
- (f) **“Blackout Period”** means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company’s insider-trading policy or applicable Securities Law (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);
- (g) **“Board”** or **“Board of Directors”** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Awards under this Plan;
- (h) **“Business Day”** means any day on which the Exchange is open for business;
- (i) **“Cause”** means: (i) if the Participant has a written agreement pursuant to which the Participant offers employment or services to the Company or a Subsidiary and the term “cause” is defined in such agreement, “cause” as defined in such agreement; or otherwise (ii): (a) the failure of the Participant to follow the Company’s or a Subsidiary’s reasonable instructions with respect to the performance of the Participant’s duties; (b) any material breach by the Participant of the Participant’s obligations under any code of ethics, any code of business conduct or any lawful policies or procedures of the Company or a Subsidiary (as applicable); (c) a Participant’s excessive absenteeism, flagrant neglect of duties or serious misconduct involving the property, business or affairs of the Company or a Subsidiary or the carrying out of the Participant’s duties with respect to the Company or a Subsidiary; (d) the Participant is convicted of, or pleads guilty to, a crime which constitutes an indictable offence or a felony; (e) any material breach

by the Participant of the Participant's employment or service agreement (or similar written agreement) with the Company or a Subsidiary; and (f) any other act or omission of the Participant which would be treated by the courts of the jurisdiction in which the Participant is employed or engaged to constitute cause for termination of employment or engagement, as applicable;

- (j) **“Change of Control”** includes situations where after giving effect to the contemplated transaction and as a result of such transaction:
 - (i) any one Person holds a sufficient number of voting shares of the Company or resulting company to affect materially the control of the Company or resulting company, or
 - (ii) any combination of Persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, holds in total a sufficient number of voting shares of the Company or its successor to affect materially the control of the Company or its successor,

where such Person or combination of Persons did not previously hold a sufficient number of voting shares to materially affect control of the Company or its successor and, in the absence of evidence to the contrary, any Person or combination of Persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, holding more than 20% of the voting shares of the Company or resulting company is deemed to materially affect control of the Company or resulting company;

- (k) **“Common Shares”** means the class A common shares in the capital of the Company, and such other shares or securities as may be substituted therefore as a result of any change to the shares of the Company or any capital reorganization, arrangement, amalgamation, combination, recapitalization, merger or other event affecting all of the common shares of the Company;
- (l) **“Company”** means Silver Mountain Resources Inc. and includes, unless the context otherwise requires, all of its Subsidiaries and successors according to law;
- (m) **“Consultant”** means an individual or Consultant Company, other than an Employee, Management Company Employee, Officer or Director that:
 - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, managerial or like services to the Company or a Subsidiary, other than services provided in relation to a Distribution,
 - (ii) provides the services under a written contract between the Company or a Subsidiary and the individual or the Consultant Company, as the case may be, and

- (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the business and affairs of the Company or a Subsidiary;
- (n) **“Consultant Company”** means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner;
- (o) **“Director”** means any individual who is a member of the Board of Directors as may be elected from time to time and who is not also an Officer, Employee, Management Company Employee or Consultant;
- (p) **“Disability”** means any physical or mental incapacity, disease or affliction of the Participant which has resulted in, or which will result in, the Participant’s inability to perform the essential duties of the Participant’s position, taking into account reasonable accommodation by the Company or a Subsidiary as applicable, for a continuous period of six (6) months or for any period of one hundred and eighty (180) days in any consecutive twelve (12) month period, and further prevents the Participant from being gainfully employed or providing services in any position with the Company or a Subsidiary thereafter;
- (q) **“Discounted Market Price”** has the meaning ascribed thereto in the Exchange Policies; provided, however, that if the Company is not listed on the Exchange, then it means the fair market value (as determined by the Board) of the Common Shares;
- (r) **“Disinterested Shareholder Approval”** means approval by a majority of the votes cast by all the Company’s shareholders at a duly constituted shareholders’ meeting, excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Associates;
- (s) **“Distribution”** has the meaning ascribed thereto in the Exchange Policies;
- (t) **“Dividend Equivalent”** means a right equivalent in value to a Share Unit credited to a Participant in accordance with Section 9.1;
- (u) **“DSU” or “Deferred Share Unit”** means a right granted under Article 6 herein, denominated in units, to receive a fully-paid and non-assessable Common Share issued from treasury upon settlement of the Award, subject to the terms of the Plan and the applicable Award Agreement;
- (v) **“Effective Date”** means the date this Plan shall become effective as described in Section 1.2;
- (w) **“Employee”** means:
 - (i) an individual who is considered an employee of the Company or a Subsidiary under the *Income Tax Act* (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source,

- (ii) an individual who works full-time for the Company or a Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company or a Subsidiary over the details and methods of work as an employee of the Company or a Subsidiary, as the case may be, but for whom income tax deductions are not made at source, or
- (iii) an individual who works for the Company or a Subsidiary on a continuing and regular basis for a minimum of five hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or a Subsidiary over the details and methods of work as an employee of the Company or a Subsidiary, as the case may be, but for whom income tax deductions are not made at source;
- (x) **“Exchange”** means the TSX Venture Exchange or any successor thereto or, if the Common Shares are not then listed and posted for trading on TSX Venture Exchange, on such stock exchange on which such shares are listed and posted for trading as may be selected for such purpose by the Board;
- (y) **“Exchange Hold Period”** has the meaning ascribed thereto in the Exchange Policies;
- (z) **“Exchange Policies”** means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange, each as amended or restated from time to time;
- (aa) **“Exercise Price”** means the price at which a Common Share may be purchased pursuant to the exercise of a particular vested Option, as the same may be adjusted in accordance with the terms of the Plan;
- (bb) **“Expiry Date”** means the expiry date specified in the Award Agreement, following which an Award may no longer be exercised or settled. The Expiry Date shall not be later than the ten (10) year anniversary of the date the Award was granted, subject to Section 9.2;
- (cc) **“Insider”** has the meaning ascribed thereto in the Exchange Policies;
- (dd) **“Investor Relations Activities”** has the meaning ascribed thereto in the Exchange Policies;
- (ee) **“Investor Relations Service Providers”** has the meaning ascribed thereto in the Exchange Policies;
- (ff) **“Management Company Employee”** means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;

- (gg) **“Market Price”** has the meaning assigned by Policy 1.1 of the Exchange Policies; provided, however, that if the Company is not listed on the Exchange, then it means the fair market value (as determined by the Board) of the Common Shares;
- (hh) **“Officer”** means a Board appointed officer of the Company or a Subsidiary;
- (ii) **“Option”** means a right granted under Article 5 herein to purchase a Common Share issued from treasury at a stated Exercise Price for a specified period of time, subject to the terms of the Plan and the applicable Award Agreement;
- (jj) **“Outstanding Shares”** means at the relevant time, the number of issued and outstanding Common Shares of the Company from time to time;
- (kk) **“Participant”** means any Service Provider to whom an Award is granted under this Plan;
- (ll) **“Performance Period”** means, with respect to PSUs, the period of time specified in the Award Agreement during which the applicable performance criteria in respect of the PSUs may be achieved;
- (mm) **“Person”** shall mean any natural person, firm, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity and, for greater certainty, includes any company;
- (nn) **“Plan”** means this Omnibus Equity Incentive Plan of the Company, as may be amended or restated from time to time;
- (oo) **“PSU”** or **“Performance Share Unit”** means a right granted under Article 7 herein, denominated in units, to receive a fully-paid and non-assessable Common Share issued from treasury upon settlement, subject to the terms of the Plan and the applicable Award Agreement, which generally becomes vested, if at all, subject to the attainment of performance criteria established by the Board in its discretion at the time of the grant of the PSU;
- (pp) **“RSU”** or **“Restricted Share Unit”** means a right granted under Article 8 herein, denominated in units, to receive a fully-paid and non-assessable Common Share issued from treasury upon settlement, subject to the terms of the Plan and the applicable Award Agreement, which generally becomes vested, if at all, following a period of continuous employment or engagement;
- (qq) **“Securities Act”** means the *Securities Act* (Ontario) (as amended from time to time) or any successor legislation;
- (rr) **“Securities Laws”** means the acts (including the Securities Act), policies, bylaws, rules and regulations of the securities commissions governing the granting of Awards by the Company, as amended or restated from time to time;

- (ss) “**Security Based Compensation Plan**” has the meaning ascribed thereto in the Exchange Policies;
- (tt) “**Service Provider**” means a Person who is a bona fide Director, Officer, Employee, Management Company Employee or Consultant;
- (uu) “**Share Unit**” means an RSU, PSU, DSU or Dividend Equivalent, as the context requires;
- (vv) “**Take Over Bid**” means a take over bid as defined in National Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company;
- (ww) “**Subsidiary**” means any corporation that is a subsidiary of the Company pursuant to the *Business Corporations Act* (Ontario), as amended or restated from time to time;
- (xx) “**Termination Date**” means (i) in respect of a Participant who is a Consultant, Management Company Employee or a Director, the date the Participant ceases to provide services to the Company or a Subsidiary (for any reason), and (ii) in respect of a Participant who is an Officer or Employee, the last day that the Participant is Actively Employed by the Company or a Subsidiary for any reason whatsoever, but in any case (a) regardless of whether the Participant’s employment is terminated with or without Cause, through actions or events constituting constructive dismissal, lawfully or unlawfully, with or without any adequate reasonable notice, or with or without any adequate compensation in lieu of such reasonable notice, and without regard to whether the Participant continues thereafter to receive any compensatory payments or other amounts from the Company or a Subsidiary, and (b) except as may be required by minimum requirements of applicable employment standards legislation, does not include any severance period or notice period to which the Participant might then be entitled or any period of salary continuance or deemed employment or other damages paid or payable to the Participant in respect of his or her termination of employment, and, in the case of both subsections (a) and (b), whether pursuant to any applicable statute, contract, civil law, the common law or otherwise. Any such severance period or notice period shall not be considered a period of employment for the purposes of a Participant’s rights under the Plan;
- (yy) “**VWAP**” means the volume weighted average trading price per share for the Common Shares on the Exchange for the five (5) consecutive trading days ending on the last trading day preceding the applicable day.

2.2 Interpretation

- (a) Whenever the Board or the Company exercises discretion in the administration of this Plan, the term “discretion” means the sole and absolute discretion of the Board or the Company, as applicable.

- (b) As used herein, the terms “Article”, “Section”, “Subsection” and “clause” mean and refer to the specified Article, Section, Subsection and clause of this Plan, respectively.
- (c) Words and phrases used in this Plan but which are not defined in the Plan, but are defined in the Exchange Policies, will have the meaning assigned to them in the Exchange Policies.
- (d) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.
- (e) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment is required to be made on a day which is not a Business Day such action shall be taken or such payment shall be made by the immediately preceding Business Day.
- (f) Unless otherwise specified, all references to money amounts are to Canadian currency.
- (g) The headings used herein are for convenience only and are not to affect the interpretation of this Plan.

ARTICLE 3 - ADMINISTRATION OF THE PLAN

3.1 Administration

The Plan shall be administered by the Board. Subject to applicable laws, the Exchange Policies and the terms and conditions herein, the Board has sole and complete authority, in its discretion, to determine the terms and provisions of Award Agreements, to interpret the terms and the intent of the Plan and any Award Agreement or other agreement ancillary to or in connection with the Plan, to determine eligibility for Awards, and to adopt such rules, regulations and guidelines for administering the Plan as the Board may deem necessary or proper. Such authority shall include, but not be limited to, selecting Participants, establishing all Award terms and conditions, including grant, Exercise Price, vesting terms, determining any performance criteria applicable to Awards and whether such performance criteria has been achieved, and subject to Article 12, adopting any modifications and amendments to the Plan or any Award Agreement, including, without limitation, any that are necessary or appropriate to comply with the applicable laws or compensation practices of the jurisdictions in which the Company and its Subsidiaries operate.

3.2 Delegation

The Board may delegate all or a portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each committee may exercise the powers and discharge the duties of the Board in respect

of the Plan so delegated to the same extent as the Board is hereby authorized to do so. Additionally, the Board may delegate to one or more of its members any administrative duties or powers as it may deem advisable; provided, however, that any such delegation must be permitted under applicable law. The day-to-day administration of the Plan may be delegated to such officers and employees of the Company as the Board determines.

3.3 Determinations Binding

Any decision made or action taken by the Board or any committee or sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration or interpretation of this Plan or any Award (including any Award Agreement) is final, conclusive and binding on the Company and all Subsidiaries, the affected Participant(s), their respective legal representatives and all other Persons.

3.4 Eligibility

All Service Providers are eligible to participate in the Plan. Participation in the Plan is voluntary and eligibility to participate does not confer upon any Service Provider any right to receive any grant of an Award pursuant to the Plan. The extent to which any Service Provider is entitled to receive a grant of an Award pursuant to the Plan will be determined at the discretion of the Board. The Board and the Participant are responsible for ensuring and confirming that such Participant is a *bona fide* Director, Officer, Employee, Management Company Employee or Consultant. Service Providers that are not individuals will be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its securities, or to issue more of its securities (so as to indirectly transfer the benefits of an Award), as long as such Award remains outstanding, unless the written permission of the Exchange, if required, and the Company is obtained.

ARTICLE 4 - SHARES SUBJECT TO THE PLAN AND MAXIMUM AWARDS

4.1 Maximum Number of Common Shares Available for Awards

The aggregate maximum number of Common Shares available for issuance pursuant to the exercise of all Options granted under the Plan, together with stock options granted under the Option Plan, will be 10% of the Outstanding Shares as at the date of any Option grant (on a non-diluted basis). The aggregate maximum number of Common Shares available for issuance pursuant to the settlement of all DSUs, RSUs and PSUs (and related Dividend Equivalents, if applicable) granted under this Plan, together with awards granted under the Security Based Compensation Plans of the Company (excluding the Option Plan) shall not exceed 21,746,986, which is equivalent to 10% of the Outstanding Shares as of the Effective Date (on a non-diluted basis). Any Common Shares underlying Options or stock options under the Option Plan that have been exercised, or disposed of or that have expired or been cancelled or terminated for any reason (without being exercised), shall become available for subsequent issuance under the Plan. The Plan is a “rolling plan” in respect of Options and as a result, any and all increases in the number of issued and outstanding Common Shares will result in an increase to the number of Options available for grant.

4.2 Additional Limits on Grants of Awards

Any grant of Awards under the Plan shall be subject to the following restrictions (each on a non-diluted basis):

- (a) the aggregate number of Common Shares issuable pursuant to Awards under the Plan, together with awards under any other Security Based Compensation Plan of the Company, granted to any one individual (including any Company wholly owned by such individual or any Consultant Company) in any twelve (12) month period shall not exceed 5% of the Outstanding Shares determined at the time of such grant (unless the Company has obtained the requisite acceptance and Disinterested Shareholder Approval, if required, in accordance with the Exchange Policies, including Part 6 of the Exchange Policy 4.4, as amended from time to time);
- (b) the aggregate number of Common Shares issuable pursuant to Awards under the Plan, together with awards under any other Security Based Compensation Plan of the Company, granted to Insiders (as a group) shall not exceed 10% of the Outstanding Shares at any point in time (unless the Company has obtained the requisite Disinterested Shareholder Approval in accordance with the Exchange Policies);
- (c) the aggregate number of Common Shares issuable pursuant to Awards under the Plan, together with awards under any other Security Based Compensation Plan of the Company, granted to Insiders (as a group) in any twelve (12) month period shall not exceed 10% of the Outstanding Shares determined at the time of such grant (unless the Company has obtained the requisite Disinterested Shareholder Approval in accordance with the Exchange Policies);
- (d) the aggregate number of Common Shares issuable pursuant to Awards under the Plan, together with awards under any other Security Based Compensation Plan of the Company, granted to any one Person who is a Consultant in any twelve (12) month period shall not exceed 2% of the Outstanding Shares determined at the time of such grant (unless the Company has obtained the requisite Disinterested Shareholder Approval, if required, in accordance with the Exchange Policies, including Part 6 of the Exchange Policy 4.4, as amended from time to time); and
- (e) Investor Relations Service Providers shall only be entitled to Options under the Plan and the aggregate number of Common Shares issuable pursuant to Options under the Plan, together with stock options under any other Security Based Compensation Plan of the Company, granted to all Investor Relations Service Providers in any twelve (12) month period, shall not exceed 2% of the Outstanding Shares determined at the time of grant.

4.3 Award Agreements

Each Award under this Plan will be evidenced by an Award Agreement. Each Award Agreement will be subject to the applicable provisions of this Plan and will contain such provisions as are

required by this Plan and any other provisions that the Board may direct. Any one Officer is authorized and empowered to execute and deliver, for and on behalf of the Company, any Award Agreement to a Participant granted an Award pursuant to this Plan.

4.4 Non-transferability of Awards

Except as permitted by the Board and subject to Exchange approval, and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant by will or as required by applicable law (and in accordance with Section 10.3), no assignment or transfer of Awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Awards or under this Plan whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect.

ARTICLE 5 - OPTIONS

5.1 Granting of Options

The Board may, from time to time, grant Options to such Participants as it chooses and, subject to the restrictions herein, in such numbers as it chooses. The grant of Options will be subject to the terms and conditions contained herein and in the applicable Award Agreement and may be subject to additional conditions determined by the Board from time to time. The grant of an Option to a Participant at any time shall neither entitle such Participant to receive, nor preclude such Participant from receiving, a subsequent grant of an Option.

5.2 Exercise Price

The Exercise Price shall be fixed by the Board when the Option is granted, provided that such price shall be determined in accordance with the rules of the Exchange (as applicable) and shall not be less than the Discounted Market Price.

5.3 Term of Options

An Option must be exercised no later than the Expiry Date set by the Board at the time of grant, following which time the Option shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

5.4 Option Amendment

- (a) Subject to 12.2(c), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the Exchange (if applicable), or the date of the last amendment of the Exercise Price.
- (b) An Option must be outstanding for at least one (1) year before the Company may extend its term, subject to the limits contained in Section 5.3.

- (c) Except as otherwise provided in the Exchange Policies, any proposed amendment to the terms of an Option must be approved by the Exchange prior to the exercise of such Option.

5.5 Vesting of Options

Subject to Section 5.6, vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest in accordance with the following schedule:

- (a) 1/4 on the date that is one year from the date of grant; and
- (b) 1/48 each month thereafter.

Where applicable, vesting of Options will generally be subject to:

- (c) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Subsidiaries as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Subsidiaries during the vesting period; or
- (d) the Service Provider remaining as a Director during the vesting period.

The Board may, in its discretion at any time or in the Award Agreement in respect of any Options granted, accelerate or provide for the acceleration of, vesting of Options previously granted.

5.6 Vesting of Options Granted to Consultants Conducting Investor Relations Activities

Notwithstanding Section 5.5, Options granted to Consultants conducting Investor Relations Activities will vest:

- (a) over a period of not less than twelve (12) months as to 25% on the date that is three (3) months from the date of grant, and a further 25% on each successive date that is three (3) months from the date of the previous vesting; or
- (b) such longer vesting period as the Board may determine.

5.7 Exercise of Options

Subject to the provisions of the Plan and the applicable Award Agreement, a vested Option may be exercised from time to time by the Participant (or the Participant's legal representative in the case of the Participant's death) by delivery to the Company of a properly executed exercise notice in such form(s) as may be determined by the Board from time to time (the "**Exercise Notice**"). The Exercise Notice shall state the intention of the Participant (or the Participant's legal representative, if applicable) to exercise the said Option.

5.8 Payment, Delivery of Common Shares and Hold Periods

The Exercise Notice shall be accompanied by payment in full of the aggregate Exercise Price and any Applicable Withholding Taxes in respect of the vested Options being exercised, which shall be payable by certified cheque, bank draft or wire transfer payable to the Company.

As soon as practicable after receipt of the Exercise Notice and payment in full of the aggregate Exercise Price and any Applicable Withholding Taxes in respect of the vested Options being exercised, the Company will direct its transfer agent to issue to the Participant the appropriate number of Common Shares. If required by the Exchange, an Exchange Hold Period will be applied from the date of grant for all Options:

- (a) granted to Insiders of the Company; or
- (b) where such Options are granted to any Service Provider, including Insiders, where the Exercise Price is at a discount to the Market Price.

Pursuant to Exchange Policies, where the Exchange Hold Period is applicable, the certificate representing the Common Shares issued upon exercise of the vested Options or written notice in the case of uncertificated shares will include a legend stipulating that such Common Shares issued are subject to a four (4) month Exchange Hold Period commencing the date of the applicable Award Agreement.

Upon the issuance of Common Shares in connection with the exercise of any vested Option, such vested Option shall terminate and be of no further force or effect and the Participant shall have no further rights, title or interest with respect thereto.

ARTICLE 6 - DEFERRED SHARE UNITS

6.1 Granting of DSUs

The Board may, from time to time, grant DSUs to such Participants that are Directors as it chooses and, subject to the restrictions herein, in such numbers as it chooses. The grant of DSUs will be subject to the terms and conditions contained herein and in the applicable Award Agreement, and may be subject to additional conditions determined by the Board from time to time. The grant of a DSU to a Participant at any time shall neither entitle such Participant to receive, nor preclude such Participant from receiving, a subsequent grant of a DSU. Notwithstanding the foregoing, DSUs may not be granted to Investor Relations Service Providers.

6.2 Term of DSUs

A DSU must be settled no later than the Expiry Date set by the Board at the time of grant (if applicable), following which time the DSU (whether vested or unvested) shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

6.3 Vesting of DSUs

The vesting period or periods within the term following which DSUs may be settled by a Participant shall be determined by the Board and set forth in the applicable Award Agreement and shall be subject to the rules of the Exchange. Notwithstanding the foregoing, no DSU may vest prior to the date that is one (1) year following the date of grant of such DSU, subject to certain acceleration for a Participant who dies or who ceases to be an eligible Participant under this Plan in connection with a change of control, take-over bid, reverse take-over or other similar transaction.

6.4 Settlement of DSUs

Subject to the provisions of the Plan and the applicable Award Agreement, vested DSUs may be settled at any time prior their applicable Expiry Date by the Participant (or the Participant's legal representative in the case of the Participant's death) delivering to the Company of a properly executed settlement notice in such form(s) as may be determined by the Board from time to time (the "**DSU Settlement Notice**"). In respect of each vested DSU being settled by the Participant pursuant to the DSU Settlement Notice, the Company shall, subject to Section 9.3, issue to the Participant (or the Participant's legal representative, if applicable) such number of Common Shares that is equal to the number of vested DSUs (and related Dividend Equivalents, if any) being settled pursuant to the DSU Settlement Notice (rounded down to the nearest whole number), as fully paid and non-assessable Common Shares. Notwithstanding the ability of the Company to settle vested DSUs (and related Dividend Equivalents, if any) in Common Shares, the Company may, in its discretion, permit applicable Participants to elect in their DSU Settlement Notice to receive an amount in cash (net of Applicable Withholding Taxes) equal to all or a portion of the vested DSUs (and related Dividend Equivalents, if any) being settled by the Participant pursuant to the DSU Settlement Notice multiplied by the VWAP as at the applicable settlement date.

Any DSUs (and Dividend Equivalents, if applicable) that are settled pursuant to this Section by the Participant shall be cancelled on the settlement date and the Participant shall have no further rights, title or interest with respect thereto.

ARTICLE 7 - RESTRICTED SHARE UNITS

7.1 Granting of RSUs

The Board may, from time to time, grant RSUs to such Participants as it chooses and, subject to the restrictions herein, in such numbers as it chooses. The grant of RSUs will be subject to the terms and conditions contained herein and in the applicable Award Agreement, and may be subject to additional conditions determined by the Board from time to time. Notwithstanding the foregoing, RSUs may not be granted to Investor Relations Service Providers.

The grant of an RSU to a Participant at any time shall neither entitle such Participant to receive, nor preclude such Participant from receiving, a subsequent grant of an RSU. In all cases, RSUs shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages payable to a Participant in respect of the Participant's employment or services to the Company or a Subsidiary.

7.2 Term of RSUs

A RSU must be settled no later than the Expiry Date set by the Board at the time of grant, following which time the RSU (whether vested or unvested) shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

7.3 Vesting of RSUs

The vesting period or periods within the term following which RSUs may be settled by a Participant shall be determined by the Board and set forth in the applicable Award Agreement and shall be subject to the rules of the Exchange. Subject to the Board expressly providing to the contrary, a Participant's RSUs shall vest as to 1/3rd on each of the first three (3) anniversaries of the date of grant. Notwithstanding the foregoing, no RSU may vest prior to the date that is one (1) year following the date of grant of such RSU, subject to certain acceleration for a Participant who dies or who ceases to be an eligible Participant under this Plan in connection with a change of control, take-over bid, reverse take-over or other similar transaction.

7.4 Settlement of RSUs

Subject to the provisions of the Plan and the applicable Award Agreement, vested RSUs may be settled at any time prior their applicable Expiry Date by the Participant (or the Participant's legal representative in the case of the Participant's death) delivering to the Company of a properly executed settlement notice in such form(s) as may be determined by the Board from time to time (the "**RSU Settlement Notice**"). In respect of each vested RSU being settled by the Participant pursuant to the RSU Settlement Notice, the Company shall, subject to Section 9.3, issue to the Participant (or the Participant's legal representative, if applicable) such number of Common Shares that is equal to the number of vested RSUs (and related Dividend Equivalents, if any) being settled pursuant to the RSU Settlement Notice (rounded down to the nearest whole number), as fully paid and non-assessable Common Shares. Notwithstanding the ability of the Company to settle vested RSUs (and related Dividend Equivalents, if any) in Common Shares, the Company may, in its discretion, permit applicable Participants to elect in their RSU Settlement Notice to receive an amount in cash (net of Applicable Withholding Taxes) equal to all or a portion of the vested RSUs (and related Dividend Equivalents, if any) being settled by the Participant pursuant to the RSU Settlement Notice multiplied by the VWAP as at the applicable settlement date.

Any RSUs (and Dividend Equivalents, if applicable) that are settled pursuant to this Section by the Participant shall be cancelled on the settlement date and the Participant shall have no further rights, title or interest with respect thereto.

ARTICLE 8 - PERFORMANCE SHARE UNITS

8.1 Granting of PSUs

The Board may, from time to time, grant PSUs to such Participants (other than Directors) as it chooses and, subject to the restrictions herein, in such numbers as it chooses. The grant of PSUs will be subject to the terms and conditions contained herein and in the applicable Award Agreement, and may be subject to additional conditions determined by the Board from time to

time. Each PSU Award Agreement shall set out the applicable performance criteria and Performance Period in respect of such PSUs. Notwithstanding the foregoing, PSUs may not be granted to Investor Relations Service Providers.

The grant of a PSU to a Participant at any time shall neither entitle such Participant to receive, nor preclude such Participant from receiving, a subsequent grant of a PSU. In all cases, PSUs shall be in addition to, and not in substitution for or in lieu of, ordinary salary and wages payable to a Participant in respect of the Participant's employment or services to the Company or a Subsidiary.

8.2 Term of PSUs

A PSU must be settled no later than the Expiry Date set by the Board at the time of grant, following which time the PSU (whether vested or unvested) shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

8.3 Vesting of PSUs

The vesting period or periods within the term following which PSUs may be settled by a Participant shall be determined by Board and set forth in the applicable Award Agreement and shall be subject to the rules of the Exchange. Subject to the Board expressly providing to the contrary, a Participant's PSUs shall vest on the third anniversary of the date of grant, conditional on the satisfaction of any performance criteria during the applicable Performance Period. Notwithstanding the foregoing, no PSU may vest prior to the date that is one (1) year following the date of grant of such PSU, subject to certain acceleration for a Participant who dies or who ceases to be an eligible Participant under this Plan in connection with a change of control, take-over bid, reverse take-over or other similar transaction.

8.4 Settlement of PSUs

Subject to the provisions of the Plan and the applicable Award Agreement, vested PSUs may be settled at any time prior their applicable Expiry Date by the Participant (or the Participant's legal representative in the case of the Participant's death) delivering to the Company of a properly executed settlement notice in such form(s) as may be determined by the Board from time to time (the "**PSU Settlement Notice**"). In respect of each vested PSU being settled by the Participant pursuant to the PSU Settlement Notice, the Company shall, subject to Section 9.3, issue to the Participant (or the Participant's legal representative, if applicable) such number of Common Shares that is equal to the number of vested PSUs (and related Dividend Equivalents, if any) being settled pursuant to the PSU Settlement Notice (rounded down to the nearest whole number), as fully paid and non-assessable Common Shares. Notwithstanding the ability of the Company to settle vested PSUs (and related Dividend Equivalents, if any) in Common Shares, the Company may, in its discretion, permit applicable Participants to elect in their PSU Settlement Notice to receive an amount in cash (net of Applicable Withholding Taxes) equal to all or a portion of the vested PSUs (and related Dividend Equivalents, if any) being settled by the Participant pursuant to the PSU Settlement Notice multiplied by the VWAP as at the applicable settlement date.

Any PSUs (and Dividend Equivalents, if applicable) that are settled pursuant to this Section by the Participant shall be cancelled on the settlement date and the Participant shall have no further rights, title or interest with respect thereto.

ARTICLE 9 - ADDITIONAL AWARD TERMS

9.1 Dividend Equivalents

When normal cash dividends are paid on Common Shares, Dividend Equivalents shall be credited to a Participant with outstanding DSUs, RSUs or PSUs as of the dividend payment date. The number of Dividend Equivalents to be credited to a Participant shall be determined by multiplying the aggregate number of DSUs, RSUs or PSUs held by the Participant on the relevant record date by the amount of the dividend paid by the Company on each Common Share, and dividing the result by the closing price of a Common Share on the Exchange on the trading day immediately preceding the dividend payment date, rounded down to the nearest whole Share Unit, which Dividend Equivalents shall be in the form of DSUs, RSUs or PSUs, as applicable.

Dividend Equivalents shall be subject to the same vesting and settlement conditions applicable to the related DSU, RSU and PSU and shall be payable on the settlement date of the related DSU, RSU or PSU in the same form as the related DSU, RSU or PSU being settled, provided that, in no event shall the settlement of Dividend Equivalents cause the maximum number of Common Shares issuable under Article 4 (as applicable) to be exceeded. The number of additional Common Shares to be issued pursuant to this section shall be included in the maximum number of Common Shares issuable under Article 4 (as applicable). If the Company does not have sufficient Common Shares available for issuance under Article 4 to satisfy such Dividend Equivalents, such Dividend Equivalents shall be satisfied by the Company in cash.

The foregoing does not obligate the Company to declare or pay dividends on Common Shares and nothing in this Plan shall be interpreted as creating such an obligation.

9.2 Blackout Period

Notwithstanding the provisions contained herein for the expiry of Awards, in the event that the Expiry Date of an Award falls during a Blackout Period, the Expiry Date of such Award shall be extended for a period of ten (10) Business Days following the end of the Blackout Period.

9.3 Withholding Taxes

Notwithstanding any other terms of this Plan, the granting, exercise or settlement of each Award under this Plan is subject to the condition that if at any time the Board determines, in its discretion, that the satisfaction of Applicable Withholding Taxes is necessary or desirable in respect of such grant, exercise or settlement, such action is not effective unless such withholding has been effected to the satisfaction of the Board. In such circumstances, the Board may require that a Participant pay to the Company the minimum amount as the Company or a Subsidiary is obliged to withhold or remit to the relevant taxing authority in respect of the granting, exercise or settlement of the Award. Any such additional payment is due no later than the date on which such amount with respect to the Award is required to be remitted to the relevant tax authority by the Company or a Subsidiary, as the case may be. Alternatively, and subject to any requirements or limitations under

applicable law, the Company may (i) withhold any Applicable Withholding Taxes from any remuneration or other amount payable by the Company or any Subsidiary to the Participant, (ii) permit a Participant to authorize a securities dealer designated by the Company, on behalf of the Participant, to sell in the capital markets a portion of the Common Shares issued hereunder to realize cash proceeds to be used to satisfy the Applicable Withholding Taxes, or (iii) enter into any other suitable arrangements for the receipt of such amounts.

ARTICLE 10 - TERMINATION OF EMPLOYMENT OR ENGAGEMENT

10.1 Termination without Cause or Voluntary Resignation

Unless otherwise determined by the Board, if a Participant's employment or engagement with the Company or a Subsidiary ceases as a result of a termination by the Company or a Subsidiary without Cause or the Participant's resignation (including a resignation from the Board in respect of Directors), all unvested Options held by the Participant on the Participant's Termination Date shall automatically terminate on the Termination Date and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal. The Participant may, within 90 days after the Participant's Termination Date, or such shorter period as is remaining in the term of the Options, exercise the Participant's vested Options in accordance with Sections 5.7 and 5.8. At the end of such 90-day period or such shorter period as is remaining in the term of the Options, the unexercised Options shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

Unless otherwise determined by the Board, if a Participant's employment or engagement with the Company or a Subsidiary ceases as a result of a termination by the Company or a Subsidiary without Cause or the Participant's resignation (including a resignation from the Board in respect of Directors), all unvested Share Units held by the Participant on the Participant's Termination Date shall automatically terminate on the Termination Date and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal. The Participant may, within 90 days after the Participant's Termination Date, or such shorter period as is remaining in the term of the Share Units, elect to settle the Participant's vested Share Units in accordance with Sections 6.4, 7.4 or 8.4, as applicable. At the end of such 90-day period or such shorter period as is remaining in the term of the Share Units, any outstanding Share Units shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

The provisions of this Plan may take away or limit a Participant's common or civil law rights, as applicable, to the Participant's Awards and any common or civil law rights, as applicable, to damages as compensation for the loss, or continued vesting, of the Participant's Awards during any reasonable notice period.

10.2 Termination for Cause

Unless otherwise determined by the Board, if a Participant's employment or engagement with the Company or a Subsidiary ceases as a result of a termination by the Company or a Subsidiary for Cause, all Awards held by the Participant on the Participant's Termination Date, whether vested or unvested, shall automatically terminate on the Termination Date and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

10.3 Death or Disability

Unless otherwise determined by the Board, if a Participant's employment or engagement with the Company or a Subsidiary ceases as a result of the Participant's death or, in the case of an Employee, the incurrence of a Disability, all unvested Options held by the Participant on the Participant's Termination Date or date of death, as applicable, shall automatically terminate on the Termination Date or date of death, as applicable, and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise. The Participant (or the Participant's legal representative in the case of the Participant's death) may, within 12 months after the Participant's Termination Date or date of death, as applicable, or such shorter period as is remaining in the term of the Options, exercise the Participant's vested Options in accordance with Sections 5.7 and 5.8. At the end of such 12-month period or such shorter period as is remaining in the term of the Options, the unexercised Options shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant (or the Participant's legal representative in the case of the Participant's death) in respect thereof as compensation, damages or otherwise.

Unless otherwise determined by the Board, if a Participant's employment or engagement with the Company or a Subsidiary ceases as a result of the Participant's death or, in the case of an Employee, the incurrence of a Disability, a pro rata portion of the unvested Share Units held by the Participant on the Termination Date will vest. The number of unvested RSUs and DSUs (and related Dividend Equivalents, if applicable) that will vest will be based on the number of days elapsed between the applicable date of grant and the Termination Date and the number of PSUs (and related Dividend Equivalents, if applicable) that will vest will be based on performance achieved up to the Termination Date as determined by the Board in its discretion. All unvested Share Units shall automatically terminate on the Termination Date and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

The Participant (or the Participant's legal representative in the case of the Participant's death) may, within 12 months after the Participant's Termination Date or date of death, as applicable, or such shorter period as is remaining in the term of the Share Units, elect to settle the Participant's vested Share Units in accordance with Sections 6.4, 7.4 or 8.4, as applicable. At the end of such 12-month period or such shorter period as is remaining in the term of the Share Units, any outstanding Share Units shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

10.4 Termination of Consultants

Notwithstanding any provision herein to the contrary, only the provisions set forth in this Section 10.4 and Section 10.5 shall govern the treatment of Awards held by Consultants in connection with a cessation of a Consultant's engagement with the Company or a Subsidiary.

Unless otherwise determined by the Board, if a Consultant's engagement with the Company or a Subsidiary ceases as a result of a termination by the Company or a Subsidiary for Cause, all Options held by the Consultant on the Consultant's Termination Date, whether vested or unvested, shall automatically terminate on the Termination Date and be of no further force or effect, and no amount shall be payable to the Consultant in respect thereof as compensation, damages or otherwise.

Unless otherwise determined by the Board, if a Consultant's engagement with the Company or a Subsidiary ceases for any reason other than for Cause, all unvested Options held by the Consultant on the Consultant's Termination Date shall automatically terminate on the Termination Date and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise. The Consultant may, within ninety (90) days after the Consultant's Termination Date, or such shorter period as is remaining in the term of the Options, exercise the Consultant's vested Options in accordance with Sections 5.7 and 5.8. At the end of such 90-day period or such shorter period as is remaining in the term of the Options, the unexercised Options shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

Unless otherwise determined by the Board, if a Consultant's engagement with the Company or a Subsidiary ceases for any reason other than for Cause, all unvested Share Units held by the Consultant on the Consultant's Termination Date shall automatically terminate on the Termination Date and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise. The Consultant may, within ninety (90) days after the Consultant's Termination Date, or such shorter period as is remaining in the term of the Share Units, elect to settle the Participant's vested Share Units in accordance with Sections 7.4 or 8.4, as applicable. At the end of such 90-day period or such shorter period as is remaining in the term of the Share Units, any outstanding Share Units shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise.

10.5 Discretion to Permit Acceleration

Notwithstanding the provisions of Sections 10.1, 10.2, 10.3 and 10.4, and subject to the requirement to obtain shareholder approval per the Exchange Policies, the Board may, in its discretion, at any time prior to, or following the events contemplated in such Sections, or in an employment or service agreement (or similar agreement), Award Agreement or other written agreement between the Company or a Subsidiary and the Participant, permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards, all in the manner and on the terms as may be authorized by the Board.

Notwithstanding the following, Options granted to Investor Relations Service Providers cannot be accelerated without the prior acceptance of the Exchange.

10.6 Participants' Entitlements

The Plan does not confer upon a Participant any right with respect to continuation of employment or engagement by the Company or any of its Subsidiaries, nor does it interfere in any way with the right of the Participant or the Company or any Subsidiary to terminate the Participant's employment or engagement at any time and for any reason.

Awards shall not be affected by any change of employment or engagement of the Participant where the Participant continues to be employed or engaged by the Company or any of its Subsidiaries.

ARTICLE 11 - EVENTS AFFECTING THE COMPANY

11.1 General

The existence of any Award does not affect in any way the right or power of the Company or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Company's capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving the Company, to create or issue any bonds, debentures, Common Shares or other securities of the Company or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this Article 11 would have an adverse effect on this Plan or on any Award granted hereunder. In the event of any corporate event or transaction involving the Company (including, but not limited to, a change in the Common Shares or the capitalization of the Company), such as a merger, consolidation, reorganization, recapitalization, separation, stock dividend, stock split, reverse stock split, split-up, spin-off, combination of shares, exchange of shares, dividend in kind, extraordinary cash dividend, amalgamation or other like change in capital structure (other than normal cash dividends to shareholders of the Company), or any similar corporate event or transaction, the Board, to prevent dilution or enlargement of Participants' rights under the Plan, shall substitute or adjust, in its discretion: (i) the number and kind of shares or other securities that may be granted pursuant to Awards; (ii) the number and kind of shares or other securities subject to outstanding Awards; (iii) the Exercise Price applicable to outstanding Options; (iv) the number of outstanding Share Units held by the Participants; (v) the vesting of PSUs; and/or (vi) other value determinations (including performance criteria) applicable to the Plan or outstanding Awards; provided, however, that no adjustment will obligate the Company to issue or sell fractional securities. Any such adjustments shall be made in good-faith compliance with paragraph 7(1.4)(c) of the Income Tax Act (Canada) to the extent applicable. For the avoidance of doubt, the purchase of Common Shares or other equity securities of the Company by a shareholder of the Company or by any third party from the Company shall not constitute a corporate event or transaction giving rise to an adjustment pursuant to this Section 11.1. Notwithstanding the foregoing, any adjustment, other than in connection with a security consolidation or security split, to outstanding Awards granted pursuant to the Plan are subject to the prior acceptance of the Exchange, including any

adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization of the Company.

11.2 Change of Control

(a) Change of Control and Termination of Employment or Engagement

Subject to Section 11.3 and the terms and conditions of any Award Agreement and notwithstanding anything in Article 10 to the contrary, if there is a Change of Control and a Participant (other than an Investor Relations Service Provider) ceases employment or engagement as a result of a termination by the Company or a Subsidiary without Cause or ceases to be a Director (for any reason other than for Cause) and, in each case, his or her Termination Date is within twelve (12) months following the Change of Control, all unvested Options held by the Participant on the Participant's Termination Date shall immediately vest. The Participant may, within twelve (12) months after the Participant's Termination Date, or such shorter period as is remaining in the term of the Options, exercise the Participant's vested Options in accordance with Sections 5.7 and 5.8. At the end of such 12-month period or such shorter period as is remaining in the term of the Options, the unexercised Options shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

Subject to Section 11.3 and the terms and conditions of any Award Agreement and notwithstanding anything in Article 10 to the contrary, if there is a Change of Control and a Participant (other than an Investor Relations Service Provider) ceases employment or engagement as a result of a termination by the Company or a Subsidiary without Cause or ceases to be a Director (for any reason other than for Cause) and, in each case, his or her Termination Date is within twelve (12) months following the Change of Control, all RSUs and DSUs (and related Dividend Equivalents, if applicable) held by the Participant on the Termination Date shall immediately vest on the Termination Date. The Participant may, within 12 months after the Participant's Termination Date, or such shorter period as is remaining in the term of the applicable Share Units, elect to settle the Participant's vested Share Units in accordance with Sections 6.4 or 7.4, as applicable. At the end of such 12-month period or such shorter period as is remaining in the term of the Share Units, any outstanding Share Units shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

Subject to Section 11.3 and the terms and conditions of any Award Agreement and notwithstanding anything in Article 10 to the contrary, if there is a Change of Control and a Participant who is an Employee, Consultant, Management Company Employee or Officer (other than an Investor Relations Service Provider) ceases employment or engagement as a result of a termination by the Company or a Subsidiary without Cause and his or her Termination Date is within twelve (12) months following the Change of Control, a certain number of PSUs (and related Dividend Equivalents, if applicable) will vest based on performance achieved up to the Termination Date as determined by the Board in its discretion. All unvested PSUs (and related Dividend Equivalents, if applicable) shall automatically terminate on the Termination Date and be of no further force or

effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise. The Participant may, within twelve (12) months after the Participant's Termination Date, or such shorter period as is remaining in the term of the applicable Share Units, elect to settle the Participant's vested Share Units in accordance with Section 8.4. At the end of such 12-month period or such shorter period as is remaining in the term of the Share Units, any outstanding Share Units shall automatically terminate and be of no further force or effect, and no amount shall be payable to the Participant in respect thereof as compensation, damages or otherwise, including on account of severance, payment in lieu of notice or damages for wrongful dismissal.

The provisions of this Plan may take away or limit a Participant's common or civil law rights, as applicable, to the Participant's Awards and any common or civil law rights, as applicable, to damages as compensation for the loss, or continued vesting, of the Participant's Awards during any reasonable notice period.

(b) Discretion to Board

Subject to the rules of the Exchange Policies, in the event of an actual or potential Change of Control or Take Over Bid, the Board may, in its discretion, without the necessity or requirement for the agreement of any Participant: (i) accelerate, conditionally or otherwise, on such terms as it sees fit (including, but not limited to those set out in (iii) and (iv) below), the vesting date of any Awards; (ii) permit the conditional settlement or exercise of any Awards, on such terms as it sees fit; (iii) otherwise amend or modify the terms of any Awards, including for greater certainty by (1) permitting Participants to exercise or settle any Awards to assist the Participants to participate in the actual or potential Change of Control or Take Over Bid, or (2) providing that the surviving, successor or acquiring entity may assume any outstanding Awards or substitute similar awards for the outstanding Awards, as applicable; and (iv) terminate, following the successful completion of a Change of Control or Take Over Bid, on such terms as it sees fit, the Awards not exercised or settled prior to the successful completion of such Change of Control or Take Over Bid, provided that, any accelerated vesting in respect of any PSUs (and related Dividend Equivalents, if applicable) will be based on performance achieved up to the Change of Control or Take Over Bid as determined by the Board in its discretion.

In the event that any Awards are conditionally exercised or settled pursuant to this Section 11.2 and the Change of Control or Take Over Bid does not occur, the Board, may, in its discretion, determine that any (i) Awards so exercised or settled shall be reinstated as the type of Award prior to such exercise or settlement, and (ii) Common Shares issued be cancelled, any cash payments made to the Participants be returned to the Company, and any Exercise Price or similar price received by the Company shall be returned to the Participant.

(c) Agreement with Purchaser in a Change of Control

In connection with a Change of Control or Take Over Bid, the Board may be permitted to condition any acceleration of vesting on the Participant entering into an employment, service, confidentiality, restrictive covenant or other agreement with the purchaser as the Board deems appropriate.

11.3 Issue by Company of Additional Shares

Except as expressly provided in this Article 11, neither the issue by the Company of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Common Shares that may be acquired as a result of a grant of Awards or other entitlements of the Participants under such Awards.

11.4 Fractions

No fractional Common Shares will be issued pursuant to an Award. Accordingly, whether as a result of any adjustment under this Article 11, a Dividend Equivalent or otherwise, a Participant would become entitled to a fractional Common Share, the Participant has the right to acquire only the adjusted number of full Common Shares and no payment or other adjustment will be made with respect to the fractional Common Shares, which shall be disregarded.

ARTICLE 12 - AMENDMENT OR DISCONTINUANCE OF PLAN

12.1 Shareholder Approval

This Plan is subject to the approval of the holders of a majority of the Common Shares present and voting in person or by proxy at a meeting of holders of Common Shares (including approval of the disinterested holders of Common Shares if required by Exchange Policies) and the approval of the Exchange and shall not be effective until such approvals are obtained, being the Effective Date. Awards cannot be granted under this Plan prior to receipt of all necessary approvals.

12.2 Amendment, Suspension, or Termination of the Plan

The Board may from time to time, without notice and without approval of the holders of voting shares of the Company, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion, determines appropriate, provided, however, that no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any outstanding rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Board determines such adjustment is required or desirable in order to comply with any applicable Securities Laws or the rules of the Exchange.

Notwithstanding the foregoing and subject to any rules of the Exchange or/and any applicable regulatory authority, approval of the holders of a majority of the Common Shares present and voting in person or by proxy at a meeting of holders of Common Shares (including approval of the disinterested holders of Common Shares if required by Exchange Policies) must be obtained for any amendment that would have the effect of, among others:

- (a) increasing the percentage of Common Shares reserved for issuance under the Plan, except pursuant to the provisions in the Plan which permit the Board to make equitable adjustments in the event of transactions affecting the Company or its capital;

- (b) increasing or removing the percentage limits on Common Shares issuable or issued to any Person or category of Persons (i.e., Insiders) as set forth in Section 4.2;
- (c) reducing the Exercise Price of an Option (for this purpose, a cancellation or termination of an Option of a Participant prior to its Expiry Date for the purpose of reissuing an Option to the same Participant with a lower Exercise Price shall be treated as an amendment to reduce the Exercise Price of an Option) except pursuant to the provisions in the Plan which permit the Board to make equitable adjustments in the event of transactions affecting the Company or its capital;
- (d) amending an Award that results in a benefit to an Insider, in which case disinterested shareholder approval is required (including amending an Award to reduce the Exercise Price of an Option or extending the term of an Award);
- (e) amending any method or formula for calculating prices, values or amounts under the Plan that may result in a benefit to a Participant, including but not limiting to the formula for determining the Exercise Price of Options;
- (f) permitting an Option to be exercisable beyond ten (10) years from its date of grant (except where an Expiry Date would have fallen within a Blackout Period);
- (g) increasing or removing the limits on the participation of Directors;
- (h) amending the amendment provisions in Sections 12.2 and 12.3;
- (i) changing the eligible participants of the Plan; or
- (j) amendments required to be approved by shareholders under applicable law (including the rules, regulations and policies of the Exchange).

12.3 Permitted Amendments

Without limiting the generality of Section 12.2, the Board may, without approval of the holders of a majority of the Common Shares, at any time or from time to time, amend the Plan or Award Agreements for the purposes of:

- (a) making any amendments to the general vesting provisions of each Award, subject to the prior written approval of the Exchange, if such approval is required;
- (b) making any amendments to the termination provision of an Award granted hereunder which does not entail an extension beyond the original Expiry Date of such Award;
- (c) making any amendment necessary as a result in changes in Securities Laws applicable to the Company;
- (d) making any amendment necessary to suspend or terminate the Plan;

- (e) making any amendments to add covenants of the Company for the protection of Participants, as the case may be, provided that the Board shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants, as the case may be;
- (f) amendments necessary for Awards to qualify for favourable or intended tax treatment under applicable tax law;
- (g) if the Company becomes listed or quoted on a stock exchange or stock market senior to the Exchange, making any amendments as may be required by the policies of such senior stock exchange or stock market;
- (h) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Board shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants; or
- (i) making such amendments of a “housekeeping” or administrative nature and such changes or corrections which, on the advice of counsel to the Company, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Board shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants.

ARTICLE 13 – MISCELLANEOUS

13.1 Legal Requirement

The Company’s obligation to issue and deliver Common Shares under any Award is subject to: (i) the completion of such registration or other qualification of such Common Shares or obtaining approval of such regulatory authority as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; (ii) the admission of such Common Shares to listing on any stock exchange on which such Common Shares may then be listed; and (iii) the receipt from the Participant of such representations, agreements and undertakings as to future dealings in such Common Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction. The Company shall take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Common Shares in compliance with applicable Securities Laws and for the listing of such Common Shares on any stock exchange on which such Common Shares are then listed. The Company may endorse such legend or legends upon the certificates for, or other evidence of, Common Shares issued upon the exercise or settlement of an Award and may issue such “stop transfer” instructions to its transfer agent in respect of such Common Shares as, in its absolute discretion, it determines to be necessary or appropriate. Awards may not be granted with a date of grant or effective date earlier than the date on which all actions required to grant the

Awards have been completed. The inability or impracticability of the Company to obtain or maintain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Common Shares hereunder shall relieve the Company of any liability in respect of the failure to issue or sell such Common Shares as to which such requisite authority shall not have been obtained.

13.2 No Liability

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Common Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

13.3 Corporate Action

Nothing contained in this Plan or in an Award shall be construed so as to prevent the Company from taking corporate action which is deemed by the Company to be appropriate or in its best interest, whether or not such action would have an adverse effect on this Plan or any Award.

13.4 Rights of Participant

No Participant shall be induced to acquire, exercise or settle an Award by expectation of employment, engagement or other service or continued employment, engagement or other service. Nothing in this Plan may be construed to provide any Participant with any rights whatsoever to compensation or damages in lieu of notice or continued participation in, or entitlements under, the Plan as a consequence of a Participant's termination of employment, engagement or other service (regardless of the reason for the termination and the party causing the termination, including a termination without Cause). The Plan does not give any Participant any right to claim any benefit or compensation except to the extent specifically provided in the Plan. Awards shall not be considered Common Shares, nor shall they entitle a Participant to any interest in or title to any Common Shares or to exercise voting rights or any other rights attaching to the Common Shares. The granting of an Award shall not entitle a Participant to any shareholder rights (including without limitation voting rights, dividend entitlement or rights on liquidation) until such time as underlying Common Shares have been issued to a Participant.

13.5 Conflict

In the event of any conflict between the provisions of this Plan and an Award Agreement, the provisions of this Plan shall govern. In the event of any conflict between or among the provisions of this Plan or any Award Agreement, on the one hand, and a Participant's employment or service agreement (or other written agreement) with the Company or a Subsidiary, as the case may be, on the other hand, the provisions of this Plan or the Award Agreement, as applicable, shall prevail.

13.6 Anti-Hedging Policy

By accepting an Award each Participant acknowledges that he or she is restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of Awards.

13.7 Participant Information

Each Participant shall provide the Company with all information (including personal information) required by the Company in order to administer the Plan. Each Participant acknowledges that information required by the Company in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such Persons (including Persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Company to make such disclosure on the Participant's behalf.

13.8 Unfunded Plan

This Plan shall be unfunded and the Company will not secure its obligations hereunder. To the extent any individual holds any rights under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured general creditor of the Company.

13.9 International Participants

With respect to Participants who reside or work outside Canada, the Board may, in its discretion, amend, or otherwise modify, without shareholder approval, the terms of the Plan or Awards (including Award Agreements) with respect to such Participants in order to conform such terms with the provisions of local law, customs and tax practices, and the Board may, where appropriate, establish one or more sub-plans to reflect such amended or otherwise modified provisions.

13.10 No Limit on Other Security-Based Compensations Arrangements

Nothing contained in this Plan shall prevent the Company from adopting or continuing in effect other security-based compensation arrangements subject to any required regulatory or shareholder approval, and such arrangements may be either generally applicable or applicable only in specific cases.

13.11 Other Employee Benefits

The amount of any compensation received or deemed to be received by a Participant as a result of the Participant's participation in the Plan will not constitute compensation, earnings or wages with respect to which any other employee benefits of that Participant are determined, including, without limitation, benefits under any bonus, pension, profit-sharing, insurance, termination, severance or salary continuation plan or any other employee benefit plans, nor under any applicable employment standards or other legislation, except as otherwise specifically determined by the Board.

13.12 No Representations or Warranties

The Company makes no representation or warranty as to the value of any Award granted pursuant to this Plan or as to the future value of any Common Shares issued pursuant to any Award or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Awards or the Common Shares issuable thereunder or the tax consequences to a Service Provider. Compliance

with applicable Securities Laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

13.13 Successors and Assigns

The Plan shall be binding on all successors and assigns of the Company and its Subsidiaries or any receiver or trustee in bankruptcy or representative of the creditors of the Company or a Participant.

13.14 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.

13.15 Notices

All notices to be given by a Participant to the Company shall be delivered personally, e-mail or mail, postage prepaid, addressed as follows:

Silver Mountain Resources Inc.
82 Richmond Street East
Toronto, Ontario
M5C 1P1
Email: aespinoza@agmr.ca
Attention: Alvaro Espinoza, Chief Executive Officer

All notices to a Participant will be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally or by e-mail, on the date of delivery, and if sent by mail, on the fifth business day following the date of mailing; provided that in the event of any actual or imminent postal disruption, notices shall be delivered to the appropriate party and not sent by mail. Any notice given by either the Participant or the Company is not binding on the recipient thereof until received.

13.16 Governing Law.

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflicts of law rules.

13.17 Submission to Jurisdiction

The Company and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to the Plan, including, without limitation, with respect to the grant of Awards and any issuance of Common Shares made in accordance with the Plan.

