



## **REVIVAL GOLD INC.**

145 King St. W - Suite 2870, Toronto, Ontario M5H 1J8

### **NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS to be held on November 21, 2023 at 11:00 a.m. (Toronto Time)**

#### **TELECONFERENCE DIAL IN:**

**1-416-764-8658 OR 1-888-886-7786 (TOLL-FREE), CONFERENCE ID: 97346713**

**NOTICE IS HEREBY GIVEN** that the annual general and special meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of common shares (“**Common Shares**”) of Revival Gold Inc. (the “**Company**”) will be held at 145 King St. West, Suite 2870, Toronto, ON M5H 1J8, Canada and by teleconference call, on November 21, 2023, at 11:00 a.m. (Toronto Time) for the following purposes, all as more particularly described in the enclosed shareholder information circular (the “**Circular**”):

- (a) to receive the Company’s financial statements for the years ended June 30, 2023, and 2022, and the report of the auditors thereon;
- (b) to set the number of directors of the Company at seven (7);
- (c) to elect the directors of the Company for the ensuing year
- (d) to appoint the auditor and to authorize the directors to fix its remuneration;
- (e) to approve the Company’s 10% “rolling” stock option plan;
- (f) to transact such further and other business as may be properly brought before the meeting or any adjournment thereof.

The record date for the determination of Shareholders entitled to receive notice of, and to vote at, the Meeting or any adjournments or postponements thereof is October 3, 2023 (the “**Record Date**”). Shareholders whose names have been entered in the register of Shareholders at the close of business on the Record Date will be entitled to receive notice of, and to vote, at the Meeting or any adjournments or postponements thereof.

#### **Voting**

All Shareholders may attend the Meeting in person, by teleconference or may be represented by proxy. A “beneficial” or “non-registered” Shareholder will not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his/her/its broker; however, a beneficial Shareholder may attend the Meeting as proxyholder for the registered Shareholder and vote the Common Shares in that capacity. Only Shareholders as of the Record Date are entitled to receive notice of and vote at the Meeting.

**THE COMPANY IS INVITING SHAREHOLDERS TO ATTEND THE MEETING BY TELECONFERENCE. Shareholders will have an equal opportunity to participate in the Meeting if attending via teleconference. PARTICIPANTS SHOULD DIAL IN 10 MINUTES PRIOR TO THE SCHEDULED START TIME.**

TO ACCESS THE MEETING BY TELECONFERENCE, DIAL **1-416-764-8658** OR **1-888-886-7786 (TOLL-FREE)**,  
**CONFERENCE ID: 97346713.**

Shareholders are entitled to vote at the Meeting either in person, by teleconference or by proxy in accordance with the procedures described in the Circular accompanying this notice. The Company is encouraging all shareholders to vote by proxy in advance of the Meeting. To be effective, the enclosed form of proxy or voting instruction form must be mailed or faxed so as to reach or be deposited with Computershare Investor Services Inc. (“**Computershare**”), the Company’s transfer agent (in the case of registered holders) at Attention: Proxy Department, 100 University Avenue, 8<sup>th</sup> floor, Toronto, Ontario, M5J 2Y1, FAX No: (416) 263-9524 or 1-866-249-7775, voted by telephone at 1-866-732-VOTE (8683) or voted online at [www.investorvote.com](http://www.investorvote.com) not later than 11:00 a.m. (Toronto time) on November 17, 2023, or in the event of an adjournment, not later than two (2) business days preceding the day to which the Meeting is adjourned (the “**Proxy Deadline**”), or to your intermediary (in the case of beneficial holders) with sufficient time for them to file a proxy by the Proxy Deadline. **SHAREHOLDERS ARE REMINDED TO REVIEW THE CIRCULAR BEFORE VOTING.**

**DATED** this 3<sup>rd</sup> day of October 2023.

**BY ORDER OF THE BOARD OF DIRECTORS OF  
REVIVAL GOLD INC.**

*(Signed) “Hugh Agro”*

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Hugh Agro

President, Chief Executive Officer and Director



## REVIVAL GOLD INC.

### MANAGEMENT INFORMATION CIRCULAR

This management information circular (the “**Circular**”) is furnished in connection with the annual general and special meeting (the “**Meeting**”) of registered and non-registered (or beneficial) holders (collectively, the “**Shareholders**”) of common shares (the “**Common Shares**”) of Revival Gold Inc. (the “**Company**”) to be held at 145 King St. West, Suite 2870, Toronto, ON M5H 1J8, Canada and by teleconference on November 21, 2023 at the hour of 11:00 a.m. (Toronto time) and at any continuation thereof after an adjournment for the purposes set forth in the enclosed notice of annual general and special meeting of Shareholders (the “**Notice**”).

**THE COMPANY IS INVITING SHAREHOLDERS TO ATTEND THE MEETING BY TELECONFERENCE. Shareholders will have an equal opportunity to participate in the Meeting if attending via teleconference. PARTICIPANTS SHOULD DIAL IN 10 MINUTES PRIOR TO THE SCHEDULED START TIME.**

**TO ACCESS THE MEETING BY TELECONFERENCE, DIAL 1-416-764-8658 OR 1-888-886-7786 (TOLL-FREE), CONFERENCE ID: 97346713.**

Unless otherwise stated, the information contained in this Circular is as of October 3, 2023.

### GENERAL INFORMATION RESPECTING THE MEETING

The enclosed form of proxy is being solicited by or on behalf of the management of the Company. The mailing to Shareholders of this Circular will be on or about October 12, 2023. The cost of soliciting proxies will be borne by the Company. While most proxies will be solicited by mail only, regular employees of the Company may also solicit proxies by telephone or in person. Such employees will receive no additional compensation for these services other than their regular salaries but will be reimbursed for their reasonable expenses.

The Company will provide proxy materials to brokers, custodians, nominees, and fiduciaries and will request that such materials be promptly forwarded to the beneficial owners of Common Shares registered in the names of such brokers, custodians, nominees, and fiduciaries. The Company will reimburse brokers, custodians, nominees and fiduciaries for their reasonable charges and expenses incurred in forwarding proxy materials to beneficial owners of Common Shares.

All duly completed and executed forms of proxy must be received by Computershare Investment Services Inc. (“**Computershare**”), the Company’s transfer agent at Attention: Proxy Department, 100 University Avenue, 8<sup>th</sup> floor, Toronto, Ontario, M5J 2Y1, FAX No: (416) 263-9524 or 1-866-249-7775, voted by telephone at 1-866-732-VOTE (8683) or voted online at [www.investorvote.com](http://www.investorvote.com) not later than 11:00 a.m. (Toronto Time) on November 17, 2023 or, in the event of an adjournment, not later than two (2) business days preceding the day to which the Meeting is adjourned. The Company may refuse to recognize any form of proxy received after such time.

In this Circular, unless otherwise indicated, all dollar amounts “\$” are expressed in Canadian dollars.

### Notice and Access

The Corporation has elected to use the notice-and-access process (“**Notice-and-Access**”) that came into effect on February 11, 2013 under NI 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) and National Instrument 51-102 – *Continuous Disclosure Obligations*, for distribution of this Circular and other meeting materials to Shareholders (as defined herein). Notice-and-Access allows issuers to post electronic versions of meeting materials, including circulars, annual financial statements and management discussion and analysis, online, via SEDAR+ and one other website, rather than mailing paper copies of such meeting materials to Shareholders. The Company anticipates that utilizing the Notice-and-Access process will substantially reduce both postage and printing costs. Meeting materials including the Circular and the Company’s audited financial

statements for the years ended June 30, 2023 and 2022 the Corporation's management discussion and analysis for the year ended June 30, 2023, are available on the Corporation's website at [www.revival-gold.com/investors/agm-materials/](http://www.revival-gold.com/investors/agm-materials/) and on the Corporation's SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca).

Although the Circular and related materials (collectively, the "**Meeting Materials**") will be posted electronically online, as noted above, the registered Shareholders and Beneficial Shareholders (subject to the provisions set out below under the heading "Appointment, Voting And Revocation Of Proxies - Non-Registered/Beneficial Shareholders will receive a "notice package" (the "**Notice-and-Access Notification**"), by prepaid mail, which includes the information prescribed by NI 54-101, and a proxy form or voting instruction form from their respective intermediaries. Shareholders should follow the instructions for completion and delivery contained in the proxy or voting instruction form. Shareholders are reminded to review the Circular before voting.

Shareholders will not receive a paper copy of the Meeting Materials unless they request paper copies from the Corporation. In order to receive a paper copy in time to vote before the meeting, requests for paper copies should be received by the Corporation's registrar and transfer agent, Computershare by 11:00 a.m. (Toronto Time) on November 9, 2023. Shareholders who wish to receive paper copies of the Meeting Materials, or who have questions about Notice-and Access may contact Broadridge Financial Solutions Inc. toll free at 1-877-907-7643 for Shareholders with a control number or at 844-916-0609 for Shareholders without a control number.

## APPOINTMENT, VOTING AND REVOCATION OF PROXIES

### Voting

In accordance with section 134 of the *Canada Business Corporations Act*, October 3, 2023, has been fixed as the record date for the purpose of determining Shareholders entitled to receive Notice of the Meeting.

Common Shares represented by any properly executed proxy in the accompanying form will be voted for or against, or withheld from voting, on any ballot that may be called for in accordance with the instructions given by the Shareholder. **In the absence of such direction, such Common Shares will be voted in favour of the matters set out herein. The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice of the Meeting of Shareholders and with respect to other matters which may properly come before the Meeting.**

The accompanying form of proxy confers discretionary authority on the persons named in it with respect to amendments or variations to matters identified in the notice of Meeting or other matters that may properly come before the Meeting. As of the date hereof, the management of the Company is not aware of any such amendments, variations or other matters which may come before the Meeting. If other matters come before the Meeting, then the management designees intend to vote in accordance with the judgment of management of the Company.

### Voting by Registered Shareholders

Registered Shareholders are Shareholders who hold their Common Shares in their own name. Registered Shareholders will have received a proxy form in their own name and may vote by returning the form of proxy received from the Company by mail or hand delivery. Alternatively, Registered Shareholders may elect to submit a form of proxy via the Internet. Registered Shareholders electing to vote by telephone or via the Internet must follow the instructions included in the form of proxy received from the Company.

### Non-Registered/Beneficial Shareholders

The information set out in this section is of importance to many Shareholders, as a substantial number of Shareholders do not hold Common Shares in their own name. Shareholders who do not hold their Common Shares in their own name (referred to herein as "**Beneficial Shareholders**") should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of shares can be recognized and acted upon at the Meeting or any adjournment(s) thereof. If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name in the records of the Company. Those Common Shares will most likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such Common

Shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). In the United States, the vast majority of such shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks). Common Shares held by brokers or their nominees can be voted (for or against resolutions or withheld from voting) only upon the instructions of the Beneficial Shareholder. Without specific instructions, the broker/nominees are prohibited from voting shares for their clients. Subject to the following discussion in relation to NOBOs (as defined herein), the Company does not know for whose benefit the Common Shares registered in the name of CDS & Co., a broker or another nominee, are held.

There are two categories of Beneficial Shareholders under applicable securities regulations for purposes of dissemination to Beneficial Shareholders of proxy-related materials and other security holder materials and requests for voting instructions from such Beneficial Shareholders. Non-objecting beneficial owners (“**NOBOs**”) are Beneficial Shareholders who have advised their intermediary (such as brokers or other nominees) that they do not object to their intermediary disclosing ownership information to the Company, consisting of their name, address, e-mail address, securities holdings and preferred language of communication. Canadian securities laws restrict the use of that information to matters strictly relating to the affairs of the Company. Objecting beneficial owners (“**OBOs**”) are Beneficial Shareholders who have advised their intermediary that they object to their intermediary disclosing such ownership information to the Company.

In accordance with the requirements of NI 54-101, the Company is sending the Notice-and-Access Notification and proxy-related materials for use in connection with the Meeting directly to NOBOs and indirectly to OBOs. Upon request, as detailed under the heading “Notice And Access” herein above, the Company will send the Meeting Materials to Shareholders. NI 54-101 allows the Company, in its discretion, to obtain a list of its NOBOs from intermediaries and to use such NOBO list for the purpose of distributing the proxy materials directly to, and seek voting instructions directly from, such NOBOs. As a result, the Company is entitled to deliver the Notice-and-Access Notification and proxy-related materials to Beneficial Shareholders in two manners: (a) directly to NOBOs and indirectly through intermediaries to OBOs; or (b) indirectly to all Beneficial Shareholders through intermediaries. The Company does not intend to pay for intermediaries to deliver the Notice-and-Access Notification and proxy-related materials to the OBOs.

Applicable securities regulations require intermediaries, on receipt of the Notice-and-Access Notification and proxy-related materials that seek voting instructions from Beneficial Shareholders indirectly, to seek voting instructions from Beneficial Shareholders in advance of Shareholder meetings on Form 54-101F7. Every intermediary/broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders to ensure that their Common Shares are voted at the Meeting or any adjournment(s) thereof. Often, the form of proxy supplied to a Beneficial Shareholder by its broker is identical to the form of proxy provided to registered shareholders; however, its purpose is limited to instructing the registered shareholder how to vote on behalf of the Beneficial Shareholder. Beneficial Shareholders who wish to appear in person and vote at the Meeting should be appointed as their own representatives at the Meeting in accordance with the directions of their intermediaries and Form 54-101F7. Beneficial Shareholders can also write the name of someone else whom they wish to appoint to attend the Meeting and vote on their behalf. Unless prohibited by law, the person whose name is written in the space provided in Form 54-101F7 will have full authority to present matters to the Meeting and vote on all matters that are presented at the Meeting, even if those matters are not set out in Form 54-101F7 or this Circular. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”) in Canada. Broadridge typically mails a voting instruction form in lieu of a form of proxy. Beneficial Shareholders are requested to complete and return the voting instruction form to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free telephone number to vote the shares held by them or access Broadridge’s dedicated voting website to deliver their voting instructions. Broadridge will then provide aggregate voting instructions to the Company’s transfer agent and registrar, which will tabulate the results and provide appropriate instructions respecting the voting of Common Shares to be represented at the Meeting or any adjournment thereof.

All references to Shareholders in this Circular, Notice-and-Access Notification, instrument of proxy and Notice of Meeting are to registered shareholders of the Company unless specifically stated otherwise.

### **Appointment of Proxy Holders**

The persons named in the enclosed form of proxy are shareholders of the Company. A voting Shareholder has the right to appoint some other person (who need not be a Shareholder) to attend and to act for and on behalf of such Shareholder at the Meeting. To exercise this right, the Shareholder must either insert the name of the desired person in the blank space provided in the proxy or submit another proper form of proxy and, in either case, deliver the completed proxy by post or other form of delivery to Computershare, Attention: Proxy Department, 100 University Avenue, 8<sup>th</sup> floor, Toronto, Ontario, M5J 2Y1; FAX No: (416) 263-9524 or 1-866-249-7775, voted by telephone at 1-866-732-VOTE (8683) or voted online at [www.investorvote.com](http://www.investorvote.com), in all cases to be received not later than 11:00 a.m. (Toronto Time) on November 17, 2023 or, in the event of an adjournment, not later than two (2) business days preceding the day to which the Meeting is adjourned.

All Common Shares represented by a properly executed and deposited proxy will be voted or withheld from voting on the matters identified in the Notice of Meeting in accordance with the instructions of the Shareholder as specified thereon.

If you have appointed a person who was designated by the Company to vote on your behalf as provided in the enclosed form of proxy and you do not provide any instructions concerning the matter identified in the Notice of Meeting, the Common Shares represented by such proxy will be voted:

- 1. To set the number of directors to be nominated for election at SEVEN (7);**
- 2. FOR the election of the seven persons nominated for election as directors of the Company for the ensuing year;**
- 3. FOR the appointment of MNP LLP, as auditors of the Company for the ensuing year and to authorize the Board of Directors (“Board”) to fix their remuneration;**
- 4. FOR the re-approval of the Company’s 10% “rolling” stock option plan.**

The enclosed form of proxy, when properly signed, confers discretionary authority on the person or persons named to vote on any amendment to matters identified in the Notice of Meeting and on any other matter properly coming before the Meeting. The management of the Company is not aware of any such matter; however, if such matter properly comes before the Meeting, the proxies will be voted at the discretion of the person or persons named therein.

### **Revocation**

A proxy given pursuant to this solicitation may be revoked at any time prior to its use. A Shareholder who has given a proxy may revoke the proxy at any time prior to use by:

- (i) completing and signing a proxy bearing a later date and depositing it with Computershare at the address provided herein at any time up to and including the last Business Day preceding the day of the Meeting or any adjournment or postponement thereof;
- (ii) depositing an instrument in writing executed by such Shareholder or by his or her attorney duly authorized in writing, or, if the Shareholder is a body corporate, by a duly authorized officer or attorney, either with Computershare at any time up to and including the last business day preceding the day of the Meeting or any adjournment or postponement thereof, or with the chairperson of the Meeting on the day of the Meeting or any adjournment or postponement thereof; or
- (iii) in any other manner permitted by law.

Such instrument will not be effective with respect to any matter on which a vote has already been cast pursuant to such proxy.

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

No person who has been a director or an officer of the Company at any time since the beginning of its last completed financial year, no proposed nominee for election as a director of the Company nor any associate of any such director, director nominee or officer has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, except as disclosed in this Circular.

## VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The authorized share capital of the Company consists of an unlimited number of Common Shares without par value. As at the date hereof, there are 103,930,417 Common Shares issued and outstanding. Each Common Share entitles the holder thereof to one vote on all matters to be acted upon at the Meeting.

Pursuant to section 134 of the *Canada Business Corporations Act*, October 3, 2023, has been fixed as the record date (the “**Record Date**”). Shareholders whose names have been entered in the register of Shareholders at the close of business on the Record Date will be entitled to receive notice of, and to vote, at the Meeting or any adjournments or postponements thereof.

To the knowledge of the Company’s management, as at the date of this Circular, no person or corporation beneficially owns, directly or indirectly, or exercises control or direction over, voting securities of the Company carrying more than 10% of the voting rights attached to any class of voting securities of the Company on a non-diluted basis.

## PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the Company’s management, the only matters to be brought before the Meeting are those matters set forth in the accompanying Notice of Meeting.

### 1. Receipt of Financial Statements

The financial statements of the Company for the fiscal years ended June 30, 2023 and 2022 and the report of the auditors thereon, will be submitted to the Meeting. Receipt at the Meeting of the auditor’s report and the Company’s audited financial statements for the fiscal years ended June 30, 2023, and 2022, will not constitute approval or disapproval of any matters referred to therein.

### 2. Number of Directors

The Company’s articles provide for a flexible number of directors, subject to a minimum of one (1) and a maximum of ten (10).

At the Meeting, shareholders will be asked to pass an ordinary resolution to set the number of directors of the Corporation for the ensuing year at seven (7). The number of directors will be approved if the affirmative vote of the majority of Common Shares present or represented by proxy at the Meeting and entitled to vote are voted in favour to set the number of directors at seven (7).

**Management recommends the approval of the resolution to set the number of directors of the Corporation at seven (7).**

### 3. Election of Directors

At the previous meeting of the Shareholders that was held on November 22, 2022, Wayne Hubert, Hugh Agro, Donald Birak, Rob Chausse, Maura Lendon, Michael Mansfield, and Tim Warman were elected as directors of the Company. Donald Birak resigned as a director of the Company on August 8, 2023 and Lawrence (Larry) Radford was appointed as a director of the Company on the same date.

At the Meeting, the Shareholders will be asked to consider, and, if thought fit, approve with or without variation an ordinary resolution re-electing each of the six incumbent members of the Board elected at the previous meeting of the Shareholders, namely Wayne Hubert, Hugh Agro, Robert Chausse, Maura Lendon, Michael Mansfield, and Tim Warman as directors of the Company, and electing Larry Radford, as a director of the Company. It is intended that each of the directors will hold office until the next annual meeting of Shareholders or until his or her successor is elected or appointed unless such office is earlier vacated in accordance with the provisions of the *Canada Business Corporations Act*. To be effective, this resolution requires the approval of not less than 50% of the votes cast by Shareholders represented at the Meeting in person or by proxy.

Shareholders have the option to (i) vote for all the directors of the Company listed in the table below; (ii) vote for some of the directors and withhold for others; or (iii) withhold for all the directors. **Unless otherwise instructed, proxies and voting instructions given pursuant to this solicitation by the management of the Company will be voted FOR the election of each of the proposed nominees set forth in the table below.**

The Company’s management has no reason to believe that any of the nominees will be unable to serve as a director. **However, if any proposed nominee is unable to serve as a director, the individuals named in the enclosed form of proxy will be voted in**

**favour of the remaining nominees and may be voted in favour of a substitute nominee unless the Shareholder has specified in the proxy that the Common Shares represented thereby are to be withheld from voting in respect of the election of directors.**

The following table states the name of each person nominated by management for election as directors, such person's principal occupation or employment, period of service as a director of the Company, and the approximate number of voting securities of the Company that such person beneficially owns, or over which such person exercises direction or control:

Name, and Province and Country of Residence	Principal Occupation During the Last Five Years <sup>(1)</sup>	Director Since	Common Shares Owned or Controlled <sup>(2)</sup>
Wayne Hubert <sup>(4)</sup> <i>Utah, USA</i>	Director (2017 – present) and Chairman (January 2020 – present) of Revival Gold Inc., President, Chief Executive Officer (“CEO”) & Director of Ensign Gold (2019 – present), CEO & Director of InZinc Mining Ltd. (2017-present); Chairman of Austral Gold (2020 – 2023); CEO & Director of Andean Resources Ltd (2006-2010).	November 29, 2017	171,833
Hugh Agro <sup>(6)(7)</sup> <i>Ontario, Canada</i>	President & CEO of Revival Gold Inc. (2016-Present); Principal, Carbon Arc Capital Investments Inc. (2013 - 2018); Corporate Director (2011 - present); Executive Vice President Strategic Development, Kinross Gold Corp. (2005-2009).	July 5, 2017	4,576,676
Robert Chausse <sup>(3)(5)</sup> <i>Ontario, Canada</i>	Chief Financial Officer (“CFO”) of New Gold Inc. (2018-present); CFO of Richmond Mines Inc. (2017); CFO Stornoway Diamond Corporation (2016); CFO of AuRico Gold Inc. (2013-2015).	December 31, 2019	205,000
Maura Lendon <sup>(3)(4)</sup> <i>Ontario, Canada</i>	Chief Legal Officer of Greenlane Renewables Inc. (2021 - present), Founder and Chief General Counsel of Scalable General Counsel (2019-2021); Chief General Counsel and Corporate Secretary of Primero Mining Corp. (2012-2018); Chief Legal Officer, Hudbay Minerals (2008 – 2011).	November 24, 2020	133,500
Michael W. Mansfield <sup>(4)(5)</sup> <i>Alberta, Canada</i>	Financial Consultant (2021 to present); Senior Investment Advisor & Portfolio Manager, Industrial Alliance Securities Inc. (2017 – 2021); Vice-President & Investment Advisor, Echelon Wealth Partners (2016 – 2017); Vice-President & Investment Advisor, Dundee Private Wealth (2014 - 2015); Vice-President & Investment Advisor, Macquarie Wealth (2010 - 2014).	July 5, 2017	1,306,334
Larry Radford <sup>(3)(6)</sup> <i>Nevada, USA</i>	President, CEO & Director Argonaut Gold (2012- 2023); Chief Operating Officer (“COO”) Gold Standard Ventures Corp. (2021 - 2022); COO Hecla Mining (2018-2019); Vice President (“VP”) Operations Hecla Mining (2011-2018).	August 8, 2017	Nil -



Name, and Province and Country of Residence	Principal Occupation During the Last Five Years <sup>(1)</sup>	Director Since	Common Shares Owned or Controlled <sup>(2)</sup>
Tim Warman <sup>(5)</sup> <sup>(6)</sup> Ontario, Canada	CEO Atacama Copper (2022-Present); CEO Fiore Gold Ltd. (2017-2022); President Dalradian Resources (2012-2015); Director Continental Gold (2010-2018); VP, Corporate Development Aurelian Resources (2005-2008)	February 1, 2022	9,000

*Notes:*

- (1) The information as to the province or state, country of residence and principal occupation, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (2) The information as to Common Shares beneficially owned or over which a director exercises control or direction, not being within the knowledge of the Company, has been furnished by the respective directors individually.
- (3) Member of the Audit Committee. Robert Chausse is the Chair.
- (4) Member of the Corporate Governance and Nominating Committee. Maura Lendon is the Chair.
- (5) Member of the Compensation Committee. Tim Warman is the Chair.
- (6) Member of the Technical, Safety, Environment, and Social Responsibility Committee. Larry Radford is the Chair.
- (7) 4,318,321 common shares are held by Kelvin Holdings, a company wholly owned by Mr. Agro.

**Biographical Notes for Directors**

**Wayne M. Hubert B.Sc. (Chemical Engineering), MBA**

Mr. Hubert has over 20 years of senior management experience in the mining sector and is currently, Chairman of Revival Gold, President, CEO and Director of Chairman of Ensign Gold Inc. and CEO and director of InZinc Mining Ltd. In addition, he was CEO of Andean Resources from 2006 to 2010 when it was acquired by Goldcorp for \$3.5 billion. At Andean, Mr. Hubert lead the team which increased resources to over five million ounces of gold and completed feasibility studies, financing and permitting prior to the takeover. Before his tenure at Andean, Mr. Hubert held senior management positions at Meridian Gold where he gained considerable experience in finance, exploration, project development, permitting and construction. Mr. Hubert has a Bachelor of Science in Chemical Engineering from the University of Cape Town (1985) and a Master of Business Administration (“MBA”) from Brigham Young University in Utah (1990).

**Hugh A. Agro, B.Sc. (Mining), MBA, P. Eng. (non-practicing)**

Mr. Agro is the President and CEO of Revival Gold Inc. Prior to Revival Gold, Mr. Agro co-founded Carbon Arc Capital Investments Inc., a private equity backed investor in mining and metals, and served as Executive Vice President, Strategic Development with Kinross Gold Corporation. At Kinross, Mr. Agro was a member of the Executive Leadership Team and responsible for strategic and operational leadership of Kinross’ growth initiatives including corporate development, global exploration, and commercial activities in Russia. Previously, Mr. Agro held senior executive positions with Placer Dome, Senator Capital Partners and in investment banking with Deutsche Bank’s Global Metals and Mining Group. Mr. Agro has served on the Board and Audit Committees of Victoria Gold Corp., Chantrell Ventures Corporation (now O3 Mining Inc.) and Americas Silver Corp. (now Americas Gold & Silver Corporation) and currently serves on the board of West Red Lake Gold Mines Ltd. and Fort Berens Estate Winery Ltd. Mr. Agro holds a Bachelor of Science in Mining Engineering from Queen’s University (1989) and a Master of Business Administration (Finance) from UBC & London Business School (1997).

**Robert J. Chausse, B.Comm., CPA, CA**

Mr. Chausse has more than twenty-five years of international finance experience in mining and serves as CFO of New Gold Inc. Previously, Mr. Chausse served as CFO of Richmond Mines Inc. until the sale of the company to Alamos Gold Inc. in November 2017, CFO at Stornoway Diamonds (2016) and Executive Vice President & CFO of AuRico Gold (2013-15). His experience also includes VP of Finance, Operations and Projects for Kinross Gold (2009-13). He also served as CFO for Baffinland Iron Mines Corporation (2006-09) and held increasingly senior positions with Barrick Gold (1998 to 2006). Mr. Chausse is a Chartered Professional Accountant (CPA, CA) and holds a Bachelor of Commerce degree from Ryerson University (1990).

***H. Maura Lendon, LL.B, MBA, LL.M, ICD.D***

Ms. Lendon is an internationally experienced general counsel with over 25 years' experience in the mining and technology industries. Ms. Lendon is currently the Chief Legal Officer of Greenlane Renewables Inc. and was previously the founder and Chief General Counsel of Scalable General Counsel. Previously, she was Chief General Counsel and Corporate Secretary of Primero Mining Corp. from 2012 to 2018. Ms. Lendon was Senior VP, Corporate Services, Chief Legal Officer and Corporate Secretary of Hudbay Minerals Inc. from 2008 to 2011. Ms. Lendon is a graduate of the Institute of Corporate Directors – Rotman School of Management Directors Education Program (2011). Ms. Lendon is a director of Kuya Silver Corporation and has previously served on other not-for-profit and public boards. She holds a Master of Laws from Osgoode Hall Law School (2000), an MBA from the Richard Ivey School of Business (1988) and a Bachelor of Laws from University of Western Ontario (1988).

***Michael W. Mansfield, CPA, CA, CFA***

Mr. Mansfield has 20 years' experience as an investment advisor specializing in the Canadian venture market working with both private and public investors and companies. He has a track record of successfully taking public over one hundred companies through the completion of qualifying transactions by Capital Pool Corporations and secondary financings. Mr. Mansfield obtained a Bachelor of Commerce from the University of Calgary (1989), articulated with KPMG, and obtained his Professional Chartered Accountant designation in 1993 and Chartered Financial Analyst designation in 1998.

***Larry P. Radford, B.Sc., (Mining Engineering), MBA***

Mr. Radford has over 35 years of leadership and operational experience in the mining industry. Most recently, Mr. Radford served as President & CEO, and Director of Argonaut Gold Inc. Previously, Mr. Radford served as COO of Gold Standard Ventures Corp., where he led development of the South Railroad Project in Nevada, USA, and VP & COO of Hecla Mining Company ("Hecla") where he managed an operating portfolio of underground mines, including the Lucky Friday mine in Idaho, USA, the Greens Creek mine in Alaska, USA, the Casa Berardi mine, in Quebec, Canada and the San Sebastian mine in Durango, Mexico. Prior to his role at Hecla, Mr. Radford held roles of increasing responsibility with Kinross Gold Corporation from 2007 through 2011, and worked with Barrick Gold Corporation from 1989 to 2007. He has received a Bachelor of Science in Mining Engineering from the University of Idaho and an MBA from the University of Alaska. He is a member of the American Institute of Mining, Metallurgical and Petroleum Engineers and is a registered Professional Engineer in Idaho.

***Tim Warman, B.Sc, M.Sc. (Geology), P.Geo.***

Mr. Warman is a professional geologist and accomplished executive with over thirty years' experience in all aspects of the resource industry, from grassroots exploration through feasibility, from development to operations. Mr. Warman is currently the CEO of Atacama Copper, a Latin-America focused copper explorer. Previously, Mr. Warman served as the President & CEO of Fiore Gold Ltd. ("Fiore") managing Fiore through the successful start-up of the company's Pan Gold Mine and development of the Gold Rock Project, both located in Nevada, USA. Fiore was acquired by Calibre Mining Corp. in a premium transaction for \$151 million in late 2021. Mr. Warman has served as a director of Continental Gold Inc. (2010 to 2018), President of Dalradian Resources Inc. (2012 to 2015), and VP, Corporate Development of Aurelian Resources Inc. (from 2006 until the company's acquisition by Kinross Gold Corp. for C\$1.2 billion in 2008). Prior to Aurelian, Mr. Warman held senior positions with several mining and exploration companies in North America, Africa, and Europe. Mr. Warman is a graduate of the University of Manitoba (M.Sc.) and McMaster University (B.Sc.) and a member of the Association of Professional Geoscientists of Ontario.

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

No proposed director of the Company is, as at the date hereof, or has been, within the previous 10 years, a director, chief executive officer or chief financial officer, of any company (including the Company) that:

- (a) while that person was acting in the capacity was the subject of a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days;

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

- (a) is at the date hereof, or has been within the previous 10 years, a director or executive officer of any corporation that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver manager or trustee appointed to hold its assets; or
- (b) has, within 10 years before the date of this 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 such individual.

No proposed director of the Company (or any personal holding company of any such individual) 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 any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

#### **4. Appointment of Auditor**

MNP LLP (“MNP”) is the independent certified registered auditor of the Company. MNP was first appointed as auditor of the Company effective August 1, 2018.

At the Meeting, Shareholders will be asked to consider and, if thought advisable, to pass an ordinary resolution to re-appoint MNP to serve as the auditor of the Company until the next annual meeting of Shareholders and to authorize the directors of the Company to fix their remuneration as such. To be adopted, this resolution is required to be passed by the affirmative vote of the majority of the votes cast at the Meeting.

**Unless the Shareholder has specifically instructed in the enclosed form of proxy that the Common Shares represented by such proxy are to be withheld or voted otherwise, the persons named in the accompanying proxy will vote FOR the re-appointment of MNP as auditor of the Company to hold office until the next annual meeting of Shareholders or until a successor is appointed, and to authorize the Board to fix its remuneration.**

The management of the Company recommends that Shareholders vote in favour of the re-appointment of MNP and the authorization of the directors of the Company to fix their remuneration.

#### **5. Approval of Stock Option Plan**

The Company maintains a share incentive plan (the “Option Plan”), which was last approved by Shareholders on November 22, 2022.

The policies of the TSX Venture Exchange (the “TSXV”) require all listed companies with a “rolling” stock option plan (such as the Option Plan), under which the maximum number of shares that may be reserved for issuance pursuant to the exercise of stock options is determined as a percentage of an issuer’s issued and outstanding shares, to obtain approval of their stock option plan at their annual meeting of shareholders. Accordingly, the Shareholders will be asked to approve the Option Plan at the Meeting for the ensuing year.

The Option Plan provides that the Board may from time to time, in its discretion, grant to directors, officers, employees and consultants of the Company, or any subsidiary of the Company, the option to purchase Common Shares. The Plan provides for a floating maximum limit of 10% of the outstanding Common Shares as permitted by the policies of the TSXV.

Under the terms of the Option Plan and together with all other security-based compensation arrangements, in any 12-month period, the number of Common Shares reserved for issuance to any one director, officer or employee must not exceed 5% of the issued and outstanding Common Shares, the number of Common Shares reserved for issuance pursuant to options granted to any one technical consultant or persons whose duties primarily consist of performing investor relations activities must not exceed 2% of the issued and outstanding Common Shares, and options granted to such persons must vest in stages over a period of not less than 12 months with no more than 25% of the options vesting in any three-month period. Disinterested shareholder approval shall be required for any individual grant of options that would result in the grant to insiders of the Company (as a group), within a twelve (12) month period of an aggregate number of options exceeding 10% of the issued and outstanding Common Shares. Furthermore, unless disinterested shareholder approval is obtained, the maximum aggregate number of Shares for which Options may be granted or issued to Insiders (as a group) under the Plan and together with Shares issuable under all other security-based compensation arrangements of the Company shall not exceed 10% of the issued and outstanding Common Shares.

In the event an option holder ceases to hold a position with the Company as a director, officer, employee or consultant, other than by reason of death or disability, the expiry date of the option shall be 90 days following the date the Option holder ceases to hold such position, except for certain circumstances as enumerated in the Option Plan, whereby the expiry date may be extended past 90 days, but in no case may be later than the first anniversary of the date the option holder ceased to hold such position with the Company. If an option holder ceases to hold their position with the Company due to their disability or death, the personal representative of such option holder may exercise the option on or before the date which is the earlier of one year following the death of such option holder and the applicable expiry date. In the event an option holder ceases to hold a position with the Company as a director, officer, employee or consultant for which the option was originally granted, but comes to hold a different position with the Company as a director, officer, employee or consultant, the Board, or a committee designated by the Board, may, in its sole discretion, choose to permit the option to stay in place for the option holder.

Exercise price of the options granted under the Option Plan shall be determined by the Board, or a committee designated by the Board, and must not be less than the Discounted Market Price, as such term is defined in the policies of the TSXV and must otherwise conform with the requirements of the applicable policies of the TSXV. Such options will be exercisable for a period of up to a maximum of 10 years from the date of grant. Vesting terms will be determined at the time of grant by the Board. An Option holder may exercise an option in whole or in part at any time and from time to time during the term of the option. Any Option or part thereof not exercised within the term of the option shall terminate and become null, void and of no effect as of the expiry date.

The Board, or a committee designated by the Board, may elect, at any time, to accelerate the vesting schedule of one or more options including, without limitation, on a Triggering Event (as defined in the Option Plan).

The Option Plan has been amended to permit the option holder, if they so choose and with the permission of the Board, to exercise their options by way of Cashless Exercise (as defined in the Option Plan) and Net Exercise (as defined in the Option Plan). Cashless Exercise permits the option holder to purchase shares awarded under the Option Plan using money loaned to them from a brokerage firm rather than funding the exercise with their own personal funds. Payment and delivery of shares under a Cashless Exercise would be as follows: (i) a brokerage firm loans the aggregate exercise price to the option holder (the “**Loan**”); (ii) the Company issues the shares then being purchased pursuant to the exercise of the option and deposits the shares with the brokerage firm; (iii) the brokerage firm then sells a sufficient number of those shares on behalf of the option holder to generate net cash sale proceeds to repay the Loan; and (iv) the net cash sale proceeds are applied in full repayment of the Loan to the brokerage firm and the option holder is entitled to receive any remaining balance of the net cash sale proceeds and the balance of the shares. Net Exercise permits the option holder to surrender or terminate their right to purchase a certain number of shares pursuant to their options in order to satisfy the payment required by exercising their options. Without paying any cash, upon exercise, the option holder will receive shares with a total aggregate value equal to the quotient obtained by dividing: (a) the product of the number of options being exercised multiplied by the difference between the VWAP (as defined in the Option Plan) of the underlying shares and the exercise price of the subject Options; by (b) the VWAP of the underlying shares. Option holders will be able to select their desired method

of exercise by checking the appropriate box on their exercise notice. Option holders performing Investor Relations Activities may not exercise their options by way of Cashless Exercise or Net Exercise.

As at the date hereof, options to purchase a total of 6,400,000 Common Shares have been issued to eligible participants under the Option Plan and remain outstanding. As at the date hereof, the number of Common Shares remaining available for issuance under the Option Plan is 3,993,041. The full text of the Option Plan is attached hereto as Schedule “A” of this Circular.

### **Shareholder Approval of the Option Plan**

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass an ordinary resolution re-approving the Option Plan. To be adopted, this resolution is required to be passed by the affirmative vote of the majority of votes cast at the Meeting.

Management of the Company recommends that Shareholders vote in favour of the approval of the Option Plan.

**Unless otherwise instructed, the persons named in the enclosed proxy or voting instruction form intend to vote such proxy or instructions FOR the approval of the Option Plan.** The management of the Company recommends that Shareholders vote in favour of the approval of the Option Plan.

### **6. Other Matters**

Management of the Company knows of no amendment, variation, or other matter to come before the Meeting other than the matters referred to in the notice of meeting accompanying this Circular. However, if any other matter properly comes before the Meeting, valid forms of proxy will be voted on such matter in accordance with the best judgment of the persons voting the proxy.

### **STATEMENT OF DIRECTOR AND EXECUTIVE COMPENSATION**

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

- a. a chief executive officer (“CEO”) of the Company;
- b. a chief financial officer (“CFO”) of the Company;
- c. in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000;
- d. each of the Company’s three most highly compensated executive officers, other than the CEO and CFO, who was serving as an executive officer at the end of the most recently completed fiscal year and whose total salary and bonus exceeds \$150,000 per year; and
- e. each individual who would be an NEO under paragraph (c) above but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

### **Oversight and description of Director and NEO Compensation**

The Company’s compensation philosophy is to motivate performance and foster entrepreneurship at all levels of the organization through, among other things, the granting of variable compensation such as short-term incentive bonuses and stock options.

The Company’s compensation philosophy is based on the following fundamental principles:

- *Compensation programs align with shareholder interests* – the Company aligns the goals of all employees with maximizing long-term shareholder value;
- *Performance sensitive* – compensation for executive officers, in particular, should be linked to operating and market performance of the Company and vary with the performance; and,
- *Offer market competitive compensation* – the compensation program should provide market competitive pay in terms of value and structure to retain existing employees who are performing according to their objectives and to attract new individuals of the highest possible calibre.

The objectives of the compensation program in compensating all NEOs have been developed based on the above-mentioned compensation philosophy and are as follows:

- to attract and retain highly qualified and motivated executive officers;
- to align the interests of executive officers with shareholders' interests and with the execution of the business strategy;
- to evaluate executive performance based on the achievement of key short-term and long-term business objectives that correlate to long-term shareholder value; and,
- to tie compensation directly to achieving and exceeding predetermined short-term and long-term business objectives.

The Company believes that transparent, objective and easily verified corporate and individual performance goals, play an important role in creating and maintaining an effective compensation strategy for NEOs. The Company establishes key long-term and short-term business goals and objectives for the business and its NEOs that will enhance long-term shareholder value if achieved.

Aggregate compensation for each NEO is designed to be competitive. The Compensation Committee (defined below) reviews from time to time the compensation practices of similarly situated companies when considering the Company's executive compensation practices. The Compensation Committee reviews each element of compensation for market competitiveness, and although it may weigh a particular element more heavily based on the NEO's role within the Company, it is primarily focused on remaining competitive in the market with respect to total compensation.

From time to time, on an ad hoc basis, the Compensation Committee will review data related to compensation levels and programs of various companies that are similar in size and complexity to the Company and operate within the mining exploration and development industry. The Compensation Committee also relies on the experience of its members as officers and/or directors at other companies in similar lines of business as the Company in assessing compensation levels. These other companies are identified in this Circular under the heading "*Statement of Corporate Governance – Other Directorships*".

### **Compensation Governance**

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

From time to time the Compensation Committee makes, and the Board reviews and may approve, recommendations regarding compensation to executive officers and directors. A combination of fixed and variable compensation is used to motivate executive officers to achieve overall corporate goals. The three basic components of the Company's compensation program are:

- base salary;
- short-term incentive bonus; and,
- option based compensation.

Base salaries constitute the fixed portion of compensation paid to executive officers and are paid in cash. Short-term incentive bonuses (also paid in cash) and option-based compensation represents compensation that is "at risk" and thus may or may not be paid or translate into value for the respective executive officer depending on whether the Company and the executive officer are able to meet or exceed applicable business objectives and goals; and, in the case of options, the market performance of the Common Shares. The Board considers each business objective and goal and the Company's and NEO's performance against those objectives and goals and assigns compensation based on this assessment and the recommendations of the Compensation Committee.

### **Base Salary**

The Compensation Committee and the Board approve the salary ranges for the NEOs. The base salary review for each NEO is based on an assessment of factors such as current competitive market conditions, compensation levels and practices of similarly situated companies and particular skills, such as leadership ability and management effectiveness, experience, motivation, responsibility and

proven or expected performance of the individual. The Company may consider comparative data for the Company’s peer group, which is accumulated from several external sources including independent consultants. John Meyer received a 5% base salary increase as of January 1, 2023. In light of current market conditions, no other increases to NEO base salaries were recommended or awarded during the year.

### Short Term Incentive Bonus

The short-term incentive program is a variable element of compensation and consists of an annual cash bonus. Annual bonuses may be awarded at the sole discretion of the Board, based on the recommendation of the Compensation Committee, for short-term corporate and individual achievements that the Compensation Committee has determined can reasonably be expected to have a positive impact on long-term Shareholder value. Achieving predetermined short-term corporate and individual objectives will trigger the award of a bonus payment to the NEO. The NEO will receive a partial or full short-term incentive bonus payment depending on the degree of success against corporate and individual goals and objectives and the Board’s assessment of overall performance. The determination as to whether corporate or individual goals have been achieved is ultimately made by the Board. The Board reserves the right to make positive or negative adjustments to any bonus payment if they consider them to be appropriate.

Revival Gold’s business plan and budget objectives during fiscal year 2023 incorporated the following goals:

- share price performance and receipt of new equity financing;
- operational safety and environmental performance;
- successful completion of exploration drilling and geology activities;
- substantial progress with an updated mineral resource estimate and preliminary feasibility study;
- progress with permitting activities and community relations; and,
- effective administration and corporate management.

The Compensation Committee assessed the performance of senior management against these goals and scored each according to his or her corporate and individual responsibilities and contribution. The Compensation Committee and Board determined to pay the short term incentive bonuses for fiscal year 2023: \$51,860, \$56,681, \$41,344, and \$45,827 to Mr. Agro, Mr. Meyer, Ms. Ross and Mr. Priesmeyer, respectively. The bonuses were paid prior to the end of fiscal 2023.

### Stock Option Plan

The Option Plan is the Company’s only securities-based compensation plan. It was last approved by Shareholders on November 22, 2022, and is required to be approved at the Meeting. A summary of the material terms of the Option Plan is provided under heading “*Approval of Stock Option Plan*” of this Circular. The full text of the Option Plan is attached to this Circular as Schedule “A”.

### NEO Compensation

The following table is a summary of compensation paid to the Named Executive Officers for each of the Company’s three most recently completed fiscal years, in accordance with National Instrument 51-102 - *Continuous Disclosure Obligations* (“NI 51-102”):

Name and Principal Position	Year ended June 30	Salary (\$)	Share-based awards (\$)	Option-based awards <sup>(1)</sup> (\$)	Non-equity incentive plan compensation (\$)		Pension Value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long term incentive plans			
Hugh Agro	2023	262,500	Nil	53,817 <sup>(5)</sup>	51,680	Nil	Nil	Nil	367,997

Director, President and CEO	2022	256,250	Nil	44,426 <sup>(6)</sup>	Nil	Nil	Nil	Nil	300,676
	2021	250,000	Nil	77,160 <sup>(7)</sup>	Nil	Nil	Nil	Nil	327,160
Lisa Ross, CFO & Corporate Secretary <sup>(2)</sup>	2023	210,000	Nil	26,908 <sup>(5)</sup>	41,344	Nil	Nil	Nil	278,252
	2022	205,000	Nil	22,215 <sup>(6)</sup>	Nil	Nil	Nil	Nil	227,215
	2021	63,043	Nil	77,444 <sup>(8)</sup>	N/A	N/A	N/A	N/A	140,487
Adam Rochacewich, Former CFO & Corporate Secretary <sup>(3)</sup>	2023	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2022	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2021	156,750	Nil	38,580 <sup>(7)</sup>	Nil	Nil	Nil	Nil	195,330
Steve Priesmeyer, VP Exploration	2023	232,103	Nil	26,908 <sup>(5)</sup>	45,827	Nil	Nil	Nil	304,838
	2022	214,095	Nil	22,215 <sup>(6)</sup>	Nil	Nil	Nil	Nil	236,310
	2021	211,580	Nil	38,580 <sup>(7)</sup>	Nil	Nil	Nil	Nil	250,160
John Meyer, VP Engineering & Development <sup>(4)</sup>	2023	274,639	Nil	26,908 <sup>(5)</sup>	56,681	Nil	Nil	Nil	358,228
	2022	105,487	Nil	72,339 <sup>(9)</sup>	Nil	Nil	Nil	Nil	177,826
	2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes:

- (1) Grant date fair value calculations are based on the Black-Scholes Option Pricing Model. Option-pricing models require the use of highly subjective estimates and assumptions including expected share price volatility. Changes in the underlying assumptions can materially affect the fair value estimates and therefore, in management's opinion, existing models do not necessarily provide a reliable measure of the fair value of the Company's option-based awards.
- (2) Lisa Ross was appointed as CFO and Corporate Secretary on March 8, 2021.
- (3) Adam Rochacewich was appointed as CFO and Corporate Secretary on November 29, 2017. On March 8, 2021, Lisa Ross replaced Mr. Rochacewich as CFO of the Company.
- (4) John Meyer was appointed as VP Engineering & Development on December 7, 2021.
- (5) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 69% expected volatility; risk-free interest rate of 3.26% per annum and an expected dividend yield of 0%.
- (6) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 74% expected volatility; risk-free interest rate of 1.58% per annum and an expected dividend yield of 0%.
- (7) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 79% expected volatility; risk-free interest rate of 0.45% per annum and an expected dividend yield of 0%.
- (8) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 78% expected volatility; risk-free interest rate of 0.92% per annum and an expected dividend yield of 0%.
- (9) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 74% expected volatility; risk-free interest rate of 1.48% per annum and an expected dividend yield of 0%.

### Compensation Securities Table

The following table discloses the particulars of the option-based awards issued to NEOs and directors of the Company during the most recently completed financial year.

Name and Position	Number of securities underlying unexercised options	Date of issue or grant	Option Exercise Price (\$)	Closing price of underlying security on date of grant (\$)	Closing price of underlying security at year end (\$)	Option Expiration Date	Value of unexercised in-the money options (\$)
Wayne Hubert, Director, Chair of the Board	80,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-
Hugh Agro, Director,	150,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-



President, CEO and Director							
Donald Birak, Director <sup>(1)</sup>	50,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-
Robert Chausse, Director	50,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-
Maura Lendon, Director	50,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-
Michael Mansfield, Director	50,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-
Tim Warman, Director	50,000	Nov 22/22	0.70	0.63	0.45	Nov 2/227	-
Lisa Ross, CFO and Corporate Secretary	75,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-
Steve Priesmeyer, VP Exploration	75,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-
John Meyer, VP Engineering & Development	75,000	Nov 22/22	0.70	0.63	0.45	Nov 22/27	-

Notes:

(1) Effective August 8, 2023, Mr. Birak resigned as a director of the Company and Mr. Radford was elected as a director of the Company and received an initial grant of options.

### Exercise of Stock Options by NEOs and Directors

No option-based awards were exercised by the NEO's or directors during the most recently completed financial year.

### Value Vested or Earned During the Year

The following table provides information regarding the value vested or earned on incentive plan awards for each NEO and each director during the year ended June 30, 2023:

Name	Option-based awards - Value vested during the year <sup>(1)</sup> (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
Wayne Hubert, Director, Chair of the Board	Nil	Nil	Nil
Hugh Agro, Director, President, CEO and Director	Nil	Nil	Nil
Donald Birak, Director <sup>(2)</sup>	Nil	Nil	Nil
Robert Chausse, Director	Nil	Nil	Nil
Maura Lendon, Director	Nil	Nil	Nil
Michael Mansfield, Director	Nil	Nil	Nil
Tim Warman, Director <sup>(2)</sup>	Nil	Nil	Nil
Lisa Ross, CFO and Corporate Secretary	Nil	Nil	Nil

John Meyer, VP Engineering & Development	Nil	Nil	Nil
Steve Priesmeyer, VP Exploration	Nil	Nil	Nil

Notes:

- (1) Calculated based on the closing price of the Common Shares on the TSXV at the vesting date less the exercise price of the vested options multiplied by the number of vested options.
- (2) Effective August 8, 2023, Mr. Radford was elected as a director and Mr. Birak resigned as a director.

### **Pension Plan Benefits, Termination and Change of Control Benefits**

The Company has no pension or retirement plan. The Company has not provided compensation, monetary or otherwise to any person who now acts as a NEO of the Company, in connection with or related to the retirement, termination or resignation of such person and the Company has provided no compensation to such persons because of a change of control of the Company, its subsidiaries or affiliates, except as described below. The Company is not party to any compensation plan or arrangement with NEOs resulting from the resignation, retirement, or the termination of employment of any person.

### **Material Terms of NEO Agreements**

#### ***Hugh Agro, President and CEO***

The Company signed an employment agreement with Hugh Agro effective July 1, 2020. The agreement with Mr. Agro provides for an annual base salary of \$250,000, paid monthly. The agreement further provides for the payment of an additional 12 months' salary in the event of termination without cause. Should the Company or Mr. Agro terminate the agreement within 90 days of a change of control, the Company shall pay to Mr. Agro a lump sum cash payment equal to 12 months' salary. Since January 1, 2022, Mr. Agro has received \$262,500 per year.

#### ***Lisa Ross, CFO and Corporate Secretary***

The Company signed an employment agreement with Lisa Ross effective March 8, 2021. The agreement with Ms. Ross provides for an annual base salary of \$200,000, paid monthly. The agreement further provides for the payment of an additional 12 months' salary in the event of termination without cause. Should the Company or Ms. Ross terminate the agreement within 90 days of a change of control, the Company shall pay to Ms. Ross a lump sum cash payment equal to 12 months' salary. Since January 1, 2022, Ms. Ross has received \$210,000 per year.

#### ***John Meyer, VP Engineering and Development***

The Company signed an employment agreement with John Meyer effective December 7, 2021. The agreement with Mr. Meyer provides for an annual base salary of US\$200,000, paid monthly. The agreement further provides for the payment of an additional 12 months' salary in the event of termination without cause. Should the Company or Mr. Meyer terminate the agreement within 90 days of a change of control, the Company shall pay to Mr. Meyer a lump sum cash payment equal to 12 months' salary. Beginning January 1, 2023, Mr. Meyer has received US\$210,000 per year.

#### ***Steve Priesmeyer, VP Exploration***

The Company signed a consulting agreement with Steve Priesmeyer effective July 1, 2020. The agreement with Mr. Priesmeyer provides for an annual consulting fee of US\$165,000, paid monthly. The agreement further provides for the payment of an additional 12 months' consulting fees in the event of termination without cause. Should the Company or Mr. Priesmeyer terminate the agreement within 90 days of a change of control, the Company shall pay to Mr. Priesmeyer a lump sum cash payment equal to 12 months' consulting fees. Since January 1, 2022, Mr. Priesmeyer has received US\$173,250 per year.

All NEOs are entitled to participate in the Option Plan.

### **Compensation Risk Considerations**

The Compensation Committee is responsible for considering, establishing, and reviewing executive compensation programs, and whether the programs encourage unnecessary or excessive risk taking. The Company anticipates that any future programs will be

balanced and will not motivate unnecessary or excessive risk taking. In August of 2017, the Company adopted a securities trading policy (the “**Securities Trading Policy**”) which prohibits directors and NEOs from purchasing financial instruments, including, for greater certainty, 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 equity securities granted as compensation or held, directly or indirectly, by any director or NEO. To the knowledge of the Company, as of the date of hereof, no director or NEO of the Company has participated in the purchase of such financial instruments.

Base salaries are fixed in amount and do not encourage risk taking. While annual incentive awards will focus on the achievement of short-term or annual goals and short-term goals may encourage the taking of short-term risks at the expense of long-term results, the Company’s annual incentive award program will represent a small percentage of employees’ compensation opportunities.

Stock option awards are important to further align employees’ interests with those of the Shareholders. The ultimate value of the awards is tied to the price of the Common Shares and since awards are expected to be staggered and subject to long-term vesting schedules, they will help ensure that NEOs have significant value tied in long-term stock price performance.

### Compensation of Directors

As part of its mandate, the Compensation Committee is responsible for annually reviewing and recommending to the Board a compensation package for its members. In considering the directors’ compensation package, the Compensation Committee takes into consideration the relative responsibilities of directors in serving on the Board and the types of compensation and the amounts paid to directors of comparable publicly traded Canadian companies.

Effective January 1, 2022, the annual fee payable to the Company’s non-executive Chairman is \$31,500 and the annual fee payable to non-executive directors is \$21,000. The Audit Committee Chair receives an additional annual fee of \$3,150 while the Corporate Governance Committee Chair, Compensation Committee Chair and Technical, Safety, Environment and Social Responsibility Committee Chair each receive an additional annual fee of \$1,575. All directors are entitled to participate in the Option Plan. The following table describes the compensation of independent directors for the year ended June 30, 2023:

Name and Principal Position <sup>(1)</sup>	Year ended June 30	Salary (\$)	Share-based awards (\$)	Option-based awards <sup>(9)</sup> (\$)	Non-equity incentive plan compensation (\$)		Pension Value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long term incentive plans			
Wayne Hubert, Director and Chair of the Board <sup>(2)</sup>	2023	31,500	Nil	28,704 <sup>(10)</sup>	Nil	Nil	Nil	Nil	60,204
	2022	30,750	Nil	29,616 <sup>(11)</sup>	Nil	Nil	Nil	Nil	60,366
	2021	30,000	Nil	51,440 <sup>(12)</sup>	Nil	Nil	Nil	Nil	81,440
Donald Birak, Director <sup>(3)</sup>	2023	22,575	Nil	17,513 <sup>(10)</sup>	Nil	Nil	Nil	Nil	40,088
	2022	22,038	Nil	14,808 <sup>(11)</sup>	Nil	Nil	Nil	Nil	36,846
	2021	21,500	Nil	25,720 <sup>(12)</sup>	Nil	Nil	Nil	Nil	47,220
Robert Chausse, Director <sup>(4)</sup>	2023	24,150	Nil	17,513 <sup>(10)</sup>	Nil	Nil	Nil	Nil	41,663
	2022	23,576	Nil	14,808 <sup>(11)</sup>	Nil	Nil	Nil	Nil	38,384
	2021	23,000	Nil	25,720 <sup>(12)</sup>	Nil	Nil	Nil	Nil	48,720
Maura Lendon, Director <sup>(5)</sup>	2023	22,575	Nil	17,513 <sup>(10)</sup>	Nil	Nil	Nil	Nil	40,088
	2022	22,038	Nil	14,808 <sup>(11)</sup>	Nil	Nil	Nil	Nil	36,846
	2021	15,750	Nil	64,300 <sup>(12)</sup>	Nil	Nil	Nil	Nil	80,050
	2023	22,575	Nil	17,513 <sup>(10)</sup>	Nil	Nil	Nil	Nil	40,088
	2022	20,500	Nil	14,808 <sup>(11)</sup>	Nil	Nil	Nil	Nil	35,308

Michael Mansfield, Director <sup>(6)</sup>	2021	20,598	Nil	25,720 <sup>(12)</sup>	Nil	Nil	Nil	Nil	46,318
Tim Warman, Director <sup>(7)</sup>	2023	22,575	Nil	17,513 <sup>(10)</sup>	Nil	Nil	Nil	Nil	40,088
	2022	9,407	Nil	46,196 <sup>(13)</sup>	Nil	Nil	Nil	Nil	55,603
	2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Carmelo Marrelli, former Director; <sup>(7)(8)</sup>	2023	N/A	Nil	N/A	Nil	Nil	Nil	Nil	N/A
	2022	12,631	Nil	14,808 <sup>(11)</sup>	Nil	Nil	Nil	Nil	27,439
	2021	21,500	Nil	25,720 <sup>(12)</sup>	Nil	Nil	Nil	Nil	47,220

Notes:

- (1) Mr. Agro was a director and a NEO during the years ended June 30, 2023, 2022 and 2021. Any compensation received by him in his capacity as director of the Company is reflected in the Summary Compensation Table for the NEOs elsewhere in this Circular.
- (2) Wayne Hubert was elected as a director of the Company at the November 29, 2017, meeting of Shareholders of the Company and was appointed Chairman of the Board effective December 31, 2019.
- (3) Donald Birak was appointed a director of the Company on January 19, 2017 and resigned as a director on August 8, 2023.
- (4) Robert Chausse was appointed a director of the Company effective December 31, 2019.
- (5) Maura Lendon was elected a director on November 24, 2020.
- (6) Michael Mansfield was appointed as director on December 8, 2016.
- (7) Effective February 1, 2022, Tim Warman was appointed a director of the Company and Mr. Marrelli resigned as a director of the Company.
- (8) The Company is party to agreements with Marrelli Support Services Inc. ("MSSI") and DSA Corporate Services Inc. (the "DSA Group") pursuant to which the Company pays MSSI for Carmelo Marrelli to act as director of the Company as well as accounting services including bookkeeping. The Company also pays the DSA Group for corporate secretarial, filing, press release and transfer agent services.

For the years ended June 30, 2023, 2022 and 2021, total services provided by MSSI, the DSA Group and Carmelo Marrelli to the Company were allocated as follows:

Description	2023 Amount (\$)	2022 Amount (\$)	2021 Amount (\$)
Accounting and bookkeeping services (MSSI)	36,359	48,428	35,401
Director function provided by Carmelo Marrelli	N/A	12,631	21,500
Corporate secretarial, filing, press release and transfer agent services (DSA Group)	47,209	47,354	47,348
<b>Total</b>	<b>83,568</b>	<b>108,413</b>	<b>104,249</b>

- (9) Grant date fair value calculations are based on the Black-Scholes Option Pricing Model. Option-pricing models require the use of highly subjective estimates and assumptions including expected share price volatility. Changes in the underlying assumptions can materially affect the fair value estimates and therefore, in management's opinion, existing models do not necessarily provide a reliable measure of the fair value of the Company's option-based awards.
- (10) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 69% expected volatility; risk-free interest rate of 3.26% per annum and an expected dividend yield of 0%.
- (11) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 74% expected volatility; risk-free interest rate of 1.58% per annum and an expected dividend yield of 0%.
- (12) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 79% expected volatility; risk-free interest rate of 0.45% per annum and an expected dividend yield of 0%.
- (13) The fair value of these options at the date of grant was estimated using the Black-Scholes option pricing model with the following assumptions: 5 year expected term; 74% expected volatility; risk-free interest rate of 1.65% per annum; and an expected dividend yield of 0%.

As a developing pre-production mineral exploration company, the Company has a small number of employees and relies extensively on the input and expertise of its non-employee directors. In its efforts to attract and retain experienced directors, the Company may choose to compensate directors partly with incentive stock options, thereby conserving its cash resources and, with equal importance, aligning the directors' incentives with the interests of the Shareholders by providing them with the opportunity to participate in the upside that results from their contributions. While other larger and/or established operating companies may place limits on non-employee director compensation to a maximum amount per director per year in order to satisfy external policies and proxy voting guidelines, the Company believes that some methodologies used to quantify the value of options at the time of the grant (using an option pricing model that values options based on a theoretical value at the time of grant) are not suited to calculating such a limit in the case of the Company. Because such methodologies typically incorporate stock volatility into the calculation of option value,

the volatility of the Company’s stock (compared with more established operating companies) can significantly inflate option value. The result is that an annual option grant could be valued well in excess of the proposed limits discussed above, even if the option is out-of-the money on the date of grant. While the Company does not object to the principle of limiting non-employee director compensation, the Company believes that it is not currently at the right stage of its development to impose such limitations based on external, generalized criteria. Accordingly, the Company intends to continue to evaluate grants of options to non-employee directors on a case-by-case basis, making grants based on the contributions of such non-employee directors to the Company and having regard to the levels of compensation offered by companies in analogous stages of development.

### SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth information in respect of the Company’s equity compensation plans under which equity securities of the Company are authorized for issuance, aggregated in accordance with all equity plans previously approved by the Shareholders and all equity plans not approved by Shareholders as at the date hereof:

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 (#)
Equity compensation plans approved by securityholders <sup>(1)</sup>	6,400,000	\$0.77	3,993,041 <sup>(2)</sup>
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
<b>Total</b>	<b>6,400,000</b>	<b>\$0.77</b>	<b>3,993,041</b>

Notes:

- (1) *The Company’s only equity compensation plan is the Option Plan, a “rolling” stock option plan. The number of Common Shares that may be reserved for issuance pursuant to the Option Plan is limited to 10% of the issued and outstanding Common Shares on the date of any grant of options thereunder.*
- (2) *Based on a total of 103,930,417 Common Shares issued and outstanding as at the date hereof.*

### INDEBTEDNESS OF DIRECTORS AND OFFICERS

No executive officer, director, or employee of the Company, past or present, nor any proposed nominee for election as a director of the Company, nor any associate of any of the foregoing persons, at any time during the fiscal year ended June 30, 2023, and as at the date of this Circular, is or was indebted to the Company in connection with the purchase of securities or otherwise, nor is any such individual indebted to another entity with such debt being the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company.

### STATEMENT OF CORPORATE GOVERNANCE

Effective June 30, 2005, National Instrument 58-101 Disclosure of Corporate Governance Practices (“NI 58-101”) and National Policy 58-201 Corporate Governance Guidelines (“NP-58-201”) were adopted in each of the provinces and territories of Canada. NI 58-101 requires issuers to disclose the corporate governance practices they have adopted. NP 58-201 provides guidance on corporate governance practices.

The Board facilitates its exercise of independent supervision over the Company’s management through frequent meetings. The Board, on a continuing basis, examines the effectiveness of the Company’s internal controls processes and management information systems and reviews executive compensation and recommends stock option grants.

#### Board of Directors

The Board currently consists of seven directors: Wayne Hubert (Chair), Hugh Agro, Robert Chausse, Maura Lendon, Michael Mansfield, Larry Radford, and Tim Warman. All the directors are to be nominated for election at the Meeting.

The Board currently has six independent directors. For this purpose, a director is independent if he or she has no direct or indirect “material relationship” with the Company. A “material relationship” is a relationship which could, in the view of the Company’s Board, be reasonably expected to interfere with the exercise of the director’s independent judgment. Of the proposed nominees, six directors, Wayne Hubert, Robert Chausse, Maura Lendon, Michael Mansfield, Larry Radford, and Tim Warman are considered independent. Of the proposed nominees, one director, Hugh Agro is considered not independent. Mr. Agro is the President and CEO.

The Board functions independently of management. To enhance its ability to act independent of management, the Board may meet in the absence of members of management or may excuse such persons from all or a portion of any meeting where an actual or potential conflict of interest arises or where the Board otherwise determines is appropriate.

**Other Directorships**

The following table sets forth the proposed directors of the Company who are directors of other reporting issuers:

Name	Name of other Reporting Issuer
Wayne Hubert	InZinc Mining Ltd.
Hugh Agro	West Red Lake Gold Mines
Maura Lendon	Kuya Silver Corporation
Michael Mansfield	N/A
Larry Radford	N/A
Tim Warman	Atacama Copper Corporation

**Orientation and Continuing Education**

While the Company currently has no formal orientation and education program for new Board members, it is expected that sufficient information (such as recent financial statements, technical reports and various other operating, property, and budget reports) will be provided to all new Board members to ensure that new directors are familiarized with the Company’s business and the procedures of the Board. In addition, new directors will be encouraged to visit the Company’s project site and meet with management on a regular basis. The Company will also encourage continuing education of its directors and officers where appropriate to ensure that they have the necessary skills and knowledge to meet their respective obligations to the Company.

**Ethical Business Conduct**

The fiduciary duties placed on individual directors by the Company’s governing corporate legislation and the common law, and the restrictions placed by applicable corporate legislation on an individual director’s participation in decisions of the Board in which the director has an interest will ensure that the Board operates independently of management and in the best interests of the Company.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and to exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, as some of the directors of the Company also serve as directors and officers of other companies engaged in similar business activities, directors must comply with the conflict-of-interest provisions of the *Canada Business Corporations Act*, as well as the

relevant securities regulatory instruments, 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 will be required to declare the nature and extent of his or her interest and will not be entitled to vote at meetings of directors at which matters that give rise to such a conflict of interest are considered.

In addition, the Board has adopted a corporate governance manual which sets out principals governing many of the Board's functions. Among other documents, the corporate governance manual contains the mandate of the Board of Directors and the Code of Business Conduct and Ethics, adopted by the Company in August of 2017. The mandate of the Board of Directors and of the Code of Business Conduct and Ethics are available on the Company's website.

### **Nomination of Directors**

While the Board is ultimately responsible for the assessment of potential directors, the Board has established a Corporate Governance and Nominating Committee, which, as part of its mandate, reviews the composition of the Board, assesses Board performance and the contributions of individual directors and, if appropriate, identifies new candidates and makes recommendations to the Board for nominees for election as directors. See "Corporate Governance and Nominating Committee" below. Members of the Board are canvassed with respect to the qualifications of a prospective candidate and each candidate is evaluated with respect to his or her experience and expertise, with particular attention paid to those areas of expertise that could complement and enhance the current Board. The Board seeks opportunities to achieve gender diversity and has adopted a formal Diversity Policy. See "Diversity Policy" below. The Board, with the assistance of the Corporate Governance and Nominating Committee, also assesses any potential conflicts, independence, or time commitment concerns that the candidate may present. The Board has implemented a board evaluation framework to assist with identifying areas of improvement for the current board and the expertise desired of prospective candidates.

### **Diversity Policy**

The Company recognizes the important contribution that women and other commonly underrepresented groups can make to the industry. In the year ended June 30, 2019, the Company adopted a written corporate diversity policy (the "**Diversity Policy**") which sets out the Company's objectives for shaping its workforce and management. In addition, management periodically reviews the Company's recruitment and selection practices at all levels to ensure they are appropriately structured so that a diverse range of candidates are considered and that there are no conscious or unconscious biases that might discriminate against certain candidates. Management leads the Diversity Policy by regarding it as an important business issue and a part of the Company's daily business activities. Furthermore, management annually reports to the Board on the number and proportion, in percentage terms, of women on the Board and in the executive and management teams of the Company and its subsidiaries. The Company conducts regular reviews of its workforce composition, including diversity, and takes steps to ensure that the diversity and inclusion objectives set out in the Diversity Policy are met.

The Company's senior management and Board have varying backgrounds and expertise and were selected on the belief that the Company and its stakeholders will benefit from such a range of talent and cumulative experience. The Board considers merit as the essential requirement for board and executive appointments, and as such, it has not adopted any specific target number or percentage, or a range of target numbers or percentages, respecting the representation of women, local community members and/or Indigenous peoples, persons with disabilities, or members of visible minorities (collectively, "**members of designated groups**") on the Board or in senior management roles. The Diversity Policy does not specifically contemplate members of designated groups but is instead aimed at ensuring a diverse range of candidates in general are considered at all levels of the Company.

Although the level of representation of members of designated groups is one of the many factors taken into consideration in making Board and executive officer appointments, emphasis is placed on hiring or advancing the most qualified individuals. The Company has not adopted term limits or other mechanisms of Board renewal as it takes the view that they may result in directors who have accumulated valuable industry experience being forced to leave their position arbitrarily. The Company believes that directors should be assessed based on their ability to continue to make a meaningful contribution to the Company.

The following statistics regarding board and senior management composition are required disclosures of Corporations Canada. As of the date hereof, self-disclosed members of designated groups currently holding positions on the Board or in senior management are as follows:

As of the date hereof, the Board of the Company consists of:

- A total of 7 directors
- 1 is female (14%)
- 0 are persons with disabilities (0%)
- 0 are local community members and/or Indigenous persons (0%)
- 0 are members of visible minorities (0%)

As of the date hereof, the senior management team of the Company consists of:

- A total of 7 members
- 3 are female (43%)
- 0 are persons with disabilities (0%)
- 1 are local community members and/or Indigenous persons (14%)
- 0 are members of visible minorities (0%)

### **Board Committees**

The Board has four standing committees: the Audit Committee, Corporate Governance and Nominating Committee, Compensation Committee and Technical, Safety, Environment and Social Responsibility Committee.

#### Audit Committee

The members of the Audit Committee are set out in this Circular under the heading “Audit Committee” below. The Board has adopted the Audit Committee Charter, which is attached as Schedule “B” to This Circular.

#### Corporate Governance and Nominating Committee

The Corporate Governance and Nominating Committee provides a focus on corporate governance that will enhance Company performance. Responsibility for identifying new candidates to join the Board belongs to the Board as a whole. The Board encourages all directors to participate in the process of identifying and recruiting new candidates. The Corporate Governance and Nominating Committee has the responsibility of making recommendations to the Board with respect to the new nominees and for assessing directors on an on-going basis. While there are no specific criteria for Board membership, the Company will seek to attract and retain directors with business knowledge and a particular expertise in mineral exploration and development or other areas of specialized knowledge (such as finance) which will assist in advising the officers of the Company. The Members of the Corporate Governance and Nominating Committee are Maura Lendon (Chair), Wayne Hubert and Michael Mansfield. The Board has adopted the charter of the Corporate Governance and Nominating Committee, the full text of which is available on Company’s website at <https://revival-gold.com/>.

#### Compensation Committee

The Compensation Committee is responsible for assisting the Company in determining compensation of senior management of the Company as well as reviewing the adequacy and form of the directors’ compensation. The Compensation Committee is expected to annually review the goals and objectives of the Company’s Chief Executive Officer for the upcoming year and to perform an appraisal of the Company’s Chief Executive Officer’s performance for the past year. The Compensation Committee will also



administer and make recommendations regarding the operation of the Company's incentive plans. The Members of the Compensation Committee are Tim Warman (Chair), Robert Chausse and Michael Mansfield. The Board has adopted the charter of the Compensation Committee, the full text of which is available on Company's website at <https://revival-gold.com/>.

#### Technical, Safety, Environment and Social Responsibility Committee

The members of the Technical, Safety, Environment and Social Responsibility Committee are Larry Radford (Chair), Tim Warman and Hugh Agro.

The Board has no committees other than the Audit Committee, Corporate Governance and Nominating Committee, Compensation Committee and Technical, Safety, Environment and Social Responsibility Committee, but the Board may establish additional committees depending on the needs of the Company.

#### **Assessments**

The Board of the Company makes annual assessments regarding the effectiveness of the Board itself, committees, and individual directors in fulfilling their respective responsibilities, based on the principles stipulated in the Oversight of Management section of the Mandate of The Board of Directors, the full text of which is available on the Company's website. The Board has implemented a board evaluation framework to assist with identifying areas of improvement for the current board and the expertise desired of prospective candidates.

During the financial year ended June 30, 2019, the Board implemented a formal Board Evaluation procedure, designed to assist in evaluating the effectiveness of the Board, the committees of the Board and the individual directors. This assessment of the Company's directors is conducted by the Corporate Governance and Nominating Committee. The Corporate Governance and Nominating Committee compiles a matrix of competencies for the current Board, so that the Board has the information it needs to select future directors with the right mix of skills and experience for the Company and its business interests. The Corporate Governance and Nominating Committee is responsible for the review and makes recommendations to the Board regarding the methodology of the assessment. The review consists of a self-evaluation questionnaire, prepared annually, that is designed to encourage candid feedback on the effectiveness and contribution of individual directors as per the following categories:

- Alignment with shareholders
- CEO and board experience
- Mining industry experience
- Exploration industry experience
- Project development and/or operating experience
- Financial literacy
- Capital market experience and capabilities
- Business development experience
- Business support services – legal, human resources, information technology
- Corporate governance and/or risk management experience
- Government/community relations and permitting experience
- Strategic planning experience and/or business development experience
- Ability and willingness to act as Interim CEO, if needed
- Overall comments

Additionally, each director annually completes a detailed questionnaire to provide an assessment of the effectiveness of each Board committee and of the Board as a whole. The information is gathered, discussed, and acted upon, as required, by the Corporate Governance and Nominating Committee and Board.

#### **AUDIT COMMITTEE**

The Audit Committee is responsible for monitoring the Company's accounting and financial reporting practices and procedures, the adequacy of internal accounting controls and procedures, the quality and integrity of financial statements and for directing the

auditors' examination of specific areas. The members of the Audit Committee are Robert Chausse (Chair), Maura Lendon and Larry Radford. No member of the Audit Committee is an executive officer, employee, or control person of the Company or any of its affiliates. Mr. Chausse, Ms. Lendon and Mr. Radford are "independent" directors as defined in National Instrument 52-110 – *Audit Committees* ("NI 52-110"). Each member of the Audit Committee is "financially literate" within the meaning of NI 52-110, which includes 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 Company's financial statements. The full text of the charter of the Audit Committee (the "**Audit Committee Charter**") is attached as Schedule "B" of this Circular.

### Relevant Education and Experience

Based on their business and educational experiences, each Audit Committee member has: a reasonable understanding of the accounting principles used by the Company; an ability to assess the general application of such principles in connection with the accounting for estimates, accruals and reserves; experience analyzing and evaluating financial statements that present a breadth and level of complexity of issues that can reasonably be expected to be raised by the Company's financial statements, or experience actively supervising one or more individuals engaged in such activities; and an understanding of internal controls and procedures for financial reporting.

Robert Chausse serves as Chair of the Audit Committee. Mr. Chausse is a Chartered Professional Accountant who has more than 25 years of international finance experience and serves as CFO of New Gold Inc. Ms. Lendon is a lawyer by training and has many years of experience as a senior executive of publicly listed companies, and as a director serving on Audit Committees. Mr. Radford is an experienced mining executive and has acted in senior roles in TSX listed companies.

### Audit Committee Oversight

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

### Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (De Minimis Non-audit Services) or an exemption from NI 52-110, in whole or in part, granted under Part 8, (Exemptions) of NI 52-110.

### Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services.

### Audit Fees to Auditor

The aggregate fees billed by the Company's external auditors in each of the last two financial years for audit services are approximately as follows:

Financial Year Ending	Audit Fees <sup>(1)</sup>	Audit Related Fees	Tax Fees <sup>(2)</sup>	All Other Fees
June 30, 2023	\$50,000	\$48,150	\$8,000	Nil
June 30, 2022	\$45,000	Nil	\$7,000	Nil

Notes:

(1) Aggregate fees billed for professional services rendered by the auditor for the audit of the Company's annual financial statements.

(2) Aggregate fees billed for tax compliance, tax advice and tax planning professional services. These services included preparing tax returns.

No other fees were billed by the auditor of the Company other than those listed in the other columns.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed below and elsewhere in this Circular, no director, proposed director, executive officer, or person or company that beneficially owns, controls or directs, directly or indirectly, more than 10% of the Common Shares, nor any

associate or affiliate of any such person or company, has or has had since the commencement of the financial year ended June 30, 2023, any material interest, directly or indirectly, in any transaction that has materially affected or is reasonably expected to materially affect the Company or any of its subsidiaries.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Company is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Financial information about the Company may be found in the Company's comparative annual financial statements and related management's discussion and analysis for the financial year ended June 30, 2023, which will be available on SEDAR+. Inquiries, including requests for copies of the Company's comparative financial statements and management's discussion and analysis for the year ended June 30, 2023, may be directed to the Company at 145 King St. West., Suite 2870, Toronto, Ontario M5H 1J8.

**DATED** at Toronto, Ontario, this 3<sup>rd</sup> day of October 2023.

**BY ORDER OF THE BOARD OF DIRECTORS OF REVIVAL GOLD  
INC.**

*(Signed) "Hugh Agro"*

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Hugh Agro

President, Chief Executive Officer and Director

**SCHEDULE "A"**

**[Please see the Stock Option Plan attached]**

**SCHEDULE "A"**

**REVIVAL GOLD INC.**

**STOCK OPTION PLAN**

**Effective Date: October 18, 2022**

Approved by the Board of  
Directors on January 23, 2009

Re-approved by the Board of  
Directors on October 25, 2011

Amended and re-approved by  
the Board of Directors on October 23, 2012

Amended and re-approved by  
the Board of Directors on January 29, 2017

Amended and re-approved by  
the Board of Directors on October 27, 2017

Amended and re-approved by  
the Board of Directors on October 18, 2022

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## STOCK OPTION PLAN

### SECTION 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

As used herein, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings set forth below:

- (a) "Administrator" means such Executive or Employee of the Company as may be designated as Administrator by the Committee from time to time, if any.
- (b) "Affiliate" has the meaning given to that term in Exchange Policies.
- (c) "Associate" means, where used to indicate a relationship with any person:
  - (i) any relative, including the spouse of that person or a relative of that person's spouse, where the relative has the same home as the person;
  - (ii) any partner, other than a limited partner, of that person;
  - (iii) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity; and
  - (iv) any corporation of which such person beneficially owns or controls, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all outstanding voting securities of the corporation.
- (d) "Black-Out" means a restriction formally imposed by the Company on all or any Executives, Employees and Consultants as a result of the bona fide existence of undisclosed material information or the good-faith potential bona fide existence of undisclosed material information, whereby such persons are prohibited from exercising, redeeming or settling their Options.
- (e) "Board" means the board of directors of the Company.
- (f) "Cashless Exercise" has the meaning given to that term in section 7.5.
- (g) "Change of Control" means an occurrence when either:
  - (i) a Person or Entity, other than the current "control person" of the Company (as that term is defined in the *Securities Act*), becomes a "control person" of the Company; or
  - (ii) a majority of the directors elected at any annual or extraordinary general meeting of shareholders of the Company are not individuals nominated by the Company's then-incumbent Board.
- (h) "Committee" means a committee of the Board appointed in accordance with this Plan or if no such committee is appointed, the Board itself.
- (i) "Company" means Revival Gold Inc.
- (j) "Consultant" means an individual who:
  - (i) is engaged to provide, on an ongoing *bona fide* basis, consulting, technical, management or other services to the Company or any Subsidiary other than services provided in relation to a "distribution" (as that term is described in the *Securities Act*);



- (ii) provides the services under a written contract between the Company or any Subsidiary and the individual or a Consultant Entity (as defined in clause (h)(v) below); and
- (iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any Subsidiary;

and includes:

- (iv) a corporation of which the individual is an employee or shareholder or a partnership of which the individual is an employee or partner (a "Consultant Entity"); or
  - (v) an RRSP or RRIF established by or for the individual under which he or she is the beneficiary.
- (k) "Disability" means a medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months, and which causes an individual to be unable to engage in any substantial gainful activity, or any other condition of impairment that the Committee, acting reasonably, determines constitutes a disability.
- (l) "Disinterested Shareholder Approval" means the approval of a majority of shareholders of the Company voting at a duly called and held meeting of such shareholders, excluding votes the votes attaching to shares held by persons with an interest in the subject matter of the resolution, in accordance with Exchange Policies.
- (m) "Employee" means:
- (i) an individual who works full-time or part-time for the Company or any Subsidiary and such other individual as may, from time to time, be permitted by applicable Regulatory Rules to be granted Options as an employee or as an equivalent thereto; or
  - (ii) an individual who works for the Company or any Subsidiary either full-time or on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or any Subsidiary over the details and methods of work as an employee of the Company or any Subsidiary, but for whom income tax deductions are not made at source,

and includes:

- (iii) a corporation wholly-owned by such individual; and
  - (iv) any RRSP or RRIF established by or for such individual under which he or she is the beneficiary.
- (n) "Exchange Policies" means the policies included in the TSX Venture Exchange Corporate Finance Manual, and "Exchange Policy" means any one of them.
- (o) "Executive" means an individual who is a director or officer of the Company or a Subsidiary, and includes:
- (i) a corporation wholly-owned by such individual; and
  - (ii) any RRSP or RRIF established by or for such individual under which he or she is the beneficiary.
- (p) "Exercise Notice" means the written notice of the exercise of an Option, in the form set out as Schedule "B" hereto, duly executed by the Option Holder.

- (q) "Exercise Period" means the period during which a particular Option may be exercised and is the period from and including the Grant Date through to and including the Expiry Time on the Expiry Date provided, however, that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.
- (r) "Exercise Price" means the price at which an Option is exercisable as determined in accordance with section 5.3.
- (s) "Expiry Date" means the date the Option expires as set out in the Option Certificate or as otherwise determined in accordance with sections 5.4, 6.2, 6.3, 6.4 or 11.4.
- (t) "Expiry Time" means the time the Option expires on the Expiry Date, which is 5:00 p.m. local time in Toronto, Ontario on the Expiry Date.
- (u) "Grant Date" means the date on which the Committee grants a particular Option, which is the date the Option comes into effect provided however that no Option can be exercised unless and until all necessary Regulatory Approvals have been obtained.
- (v) "Investor Relations Activities" means "Investor Relations Activities" as defined in the Exchange Policies.
- (w) "Insider" means an insider as that term is defined in the *Securities Act*;
- (x) "Market Value" means the market value of the Shares as determined in accordance with section 5.3.
- (y) "Net Exercise" has the meaning given to that term in section 7.4.
- (z) "Option" means an incentive share purchase option granted pursuant to this Plan entitling the Option Holder to purchase Shares of the Company.
- (aa) "Option Certificate" means the certificate, in substantially the form set out as Schedule "A" hereto, evidencing the Option.
- (bb) "Option Holder" means a Person or Entity who holds an unexercised and unexpired Option or, where applicable, the Personal Representative of such person.
- (cc) "Outstanding Issue" means the number of Shares that are outstanding (on a non-diluted basis) immediately prior to the Share issuance or grant of Option in question.
- (dd) "Person or Entity" means an individual, natural person, corporation, government or political subdivision or agency of a government, and where two or more persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such partnership, limited partnership, syndicate or group shall be deemed to be a Person or Entity.
- (ee) "Personal Representative" means:
  - (i) in the case of a deceased Option Holder, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and
  - (ii) in the case of an Option Holder who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Option Holder.
- (ff) "Plan" means this stock option plan as from time to time amended.
- (gg) "Regulatory Approvals" means any necessary approvals of the Regulatory Authorities as may be required from time to time for the implementation, operation or amendment of this Plan or for the Options granted from time to time hereunder.
- (hh) "Regulatory Authorities" means all organized trading facilities on which the Shares are listed, and all securities commissions or similar securities regulatory bodies having jurisdiction over the Company, this

Plan or the Options granted from time to time hereunder.

- (ii) "Regulatory Rules" means all corporate and securities laws, regulations, rules, policies, notices, instruments and other orders of any kind whatsoever which may, from time to time, apply to the implementation, operation or amendment of this Plan or the Options granted from time to time hereunder including, without limitation, those of the applicable Regulatory Authorities.
- (jj) "*Securities Act*" means the *Securities Act* (Ontario), R.S.O. 1990, c. S.5 as from time to time amended.
- (kk) "Share" or "Shares" means, as the case may be, one or more common shares without par value in the capital stock of the Company.
- (ll) "Subsidiary" means a wholly-owned or controlled subsidiary corporation of the Company. (hh) "Triggering Event" means:
  - (i) the proposed dissolution, liquidation or wind-up of the Company;
  - (ii) a proposed merger, amalgamation, arrangement or reorganization of the Company with one or more corporations as a result of which, immediately following such event, the shareholders of the Company as a group, as they were immediately prior to such event, are expected to hold less than a majority of the outstanding capital stock of the surviving corporation;
  - (iii) the proposed acquisition of all or substantially all of the issued and outstanding shares of the Company by one or more Persons or Entities;
  - (iv) a proposed Change of Control of the Company;
  - (v) the proposed sale or other disposition of all or substantially all of the assets of the Company; or
  - (vi) a proposed material alteration of the capital structure of the Company which, in the opinion of the Committee, is of such a nature that it is not practical or feasible to make adjustments to this Plan or to the Options granted hereunder to permit the Plan and Options granted hereunder to stay in effect.
- (mm) "TSXV" means the TSX Venture Exchange Inc.
- (nn) "Vest" or "Vesting" means that a portion of the Option granted to the Option Holder which is available to be exercised by the Option Holder at any time and from time to time.
- (oo) "VWAP" means volume weighted average trading price of the Shares on the Exchange calculated by dividing the total value by the total volume of such securities traded for the five (5) trading days immediately preceding the exercise of the subject Award.

## **1.2 Choice of Law**

The Plan is established under, and the provisions of the Plan shall be subject to and interpreted and construed in accordance with, the laws of the Province of Ontario. The Company and each Option Holder hereby attorn to the jurisdiction of the Courts of Ontario.

## **1.3 Headings**

The headings used herein are for convenience only and are not to affect the interpretation of the Plan.

## SECTION 2 GRANT OF OPTIONS

### 2.1 Grant of Options

The Committee shall, from time to time in its sole discretion, grant Options to such Persons or Entities and on such terms and conditions as are permitted under this Plan.

### 2.2 Record of Option Grants

The Committee shall be responsible to maintain a record of all Options granted under this Plan and such record shall contain, in respect of each Option:

- (a) the name and address of the Option Holder;
- (b) the category (Executive, Employee or Consultant) under which the Option was granted to him, her or it;
- (c) the Grant Date and Expiry Date of the Option;
- (d) the number of Shares which may be acquired on the exercise of the Option and the Exercise Price of the Option;
- (e) the vesting and other additional terms, if any, attached to the Option; and
- (f) the particulars of each and every time the Option is exercised.

### 2.3 Effect of Plan

All Options granted pursuant to the Plan shall be subject to the terms and conditions of the Plan notwithstanding the fact that the Option Certificates issued in respect thereof do not expressly contain such terms and conditions but instead incorporate them by reference to the Plan. The Option Certificates will be issued for convenience only and in the case of a dispute with regard to any matter in respect thereof, the provisions of the Plan and the records of the Company shall prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.

## SECTION 3 PURPOSE AND PARTICIPATION

### 3.1 Purpose of Plan

The purpose of the Plan is to provide the Company with a share-related mechanism to attract, retain and motivate qualified Executives, Employees and Consultants, to incent such individuals to contribute toward the long term goals of the Company, and to encourage such individuals to acquire Shares of the Company as long term investments.

### 3.2 Participation in Plan

The Committee shall, from time to time and in its sole discretion, determine those Executives, Employees and Consultants, if any, to whom Options are to be granted.

### **3.3 Limits on Option Grants**

If the Company is listed on TSXV, the following limitations shall apply to the Plan and all Options thereunder so long as such limitations are required by the TSXV:

- (a) the maximum number of Options which may be granted to any one Option Holder under the Plan together with all other security-based compensation arrangements of the Company within any 12 month period shall be 5% of the Outstanding Issue, calculated as at the Grant Date (unless the Company has obtained Disinterested Shareholder Approval as required by the TSXV);
- (b) with respect to section 5.1, the Expiry Date of an Option shall be no later than the tenth anniversary of the Grant Date of such Option;
- (c) the maximum number of Options which may be granted to any one Consultant within any 12 month period under the Plan and together with grants to such Consultant under all other security-based compensation arrangements of the Company must not exceed 2% of the Outstanding Issue, calculated as at the Grant Date, and such Options must vest in stages over a period of not less than 12 months with no more than 25% of the total Options granted to that Consultant vesting in any three month period;
- (d) the maximum number of Options which may be granted within any 12 month period to Employees or Consultants engaged in Investor Relations Activities under the Plan and together with all other security-based compensation arrangements of the Company must not exceed 2% of the Outstanding Issue, calculated as at the Grant Date, and such Options must vest in stages over a period of not less than 12 months with no more than 25% of the Options vesting in any three month period;
- (e) Disinterested Shareholder Approval shall be required for any individual grant of Options that would result in the grant to Insiders (as a group), within a twelve (12) month period, under the Plan and together with all other security-based compensation arrangements of the Company of an aggregate number of Options exceeding ten percent (10%) of the Outstanding Issue, calculated on the date an Option is granted to any Insider; and
- (f) Unless Disinterested Shareholder Approval is obtained, the maximum aggregate number of Shares for which Options may be granted or issued to Insiders (as a group) under this Plan and together with Shares issuable under all other security-based compensation arrangements of the Company shall not exceed 10% of the Outstanding Issue at any point in time;

and such limitation will not be an amendment to this Plan requiring the Option Holders consent under section 9.2 of this Plan.

### **3.4 Notification of Grant**

Following the granting of an Option, the Administrator shall, within a reasonable period of time, notify the Option Holder in writing of the grant and shall enclose with such notice the Option Certificate representing the Option so granted. In no case will the Company be required to deliver an Option Certificate to an Option Holder until such time as the Company has obtained all necessary Regulatory Approvals for the grant of the Option.

### **3.5 Copy of Plan**

Each Option Holder, concurrently with the notice of the grant of the Option, shall be provided with a copy of the Plan. A copy of any amendment to the Plan shall be promptly provided by the Administrator to each Option Holder.

### **3.6 Limitation on Service**

The Plan does not give any Option Holder that is an Executive the right to serve or continue to serve as an Executive of the Company or any Subsidiary, nor does it give any Option Holder that is an Employee or Consultant the right to be or to continue to be employed or engaged by the Company or any Subsidiary.

### **3.7 No Obligation to Exercise**

Option Holders shall be under no obligation to exercise Options granted under this Plan.

### **3.8 Agreement**

The Company and every Option Holder granted an Option hereunder shall be bound by and subject to the terms and conditions of this Plan. By accepting an Option granted hereunder, the Option Holder has expressly agreed with the Company to be bound by the terms and conditions of this Plan. In the event that the Option Holder receives his, her or its Options pursuant to an oral or written agreement with the Company or a Subsidiary, whether such agreement is an employment agreement, consulting agreement or any other kind of agreement of any kind whatsoever, the Option Holder acknowledges that in the event of any inconsistency between the terms relating to the grant of such Options in that agreement and the terms attaching to the Options as provided for in this Plan, the terms provided for in this Plan shall prevail and the other agreement shall be deemed to have been amended accordingly.

### **3.9 Notice**

Any notice, delivery or other correspondence of any kind whatsoever to be provided by the Company to an Option Holder will be deemed to have been provided if provided to the last home address, fax number or email address of the Option Holder in the records of the Company and the Company shall be under no obligation to confirm receipt or delivery.

### **3.10 Representation to TSXV**

As a condition precedent to the issuance of an Option, the Company must be able to represent to TSXV as of the Grant Date that the Option Holder is a *bona fide* Executive, Employee or Consultant of the Company or any Subsidiary. Both the Company and the Option Holder are responsible for confirming that the Option Holder is a bona fide Employee, Consultant or Management Company Employee, as the case may be.

## **SECTION 4 NUMBER OF SHARES UNDER PLAN**

### **4.1 Board to Approve Issuance of Shares**

The Board shall approve by resolution the issuance of all Shares to be issued to Option Holders upon the exercise of Options, such authorization to be deemed effective as of the Grant Date of such Options regardless of when it is actually done. The Board shall be entitled to approve the issuance of Shares in advance of the Grant Date, retroactively after the Grant Date, or by a general approval of this Plan.

### **4.2 Number of Shares**

Subject to adjustment as provided for herein, the number of Shares which will be available for purchase pursuant to Options granted pursuant to this Plan will not exceed 10% of the issued and outstanding Shares as at the time of grant. If any Option expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of such expired or terminated Option shall again be available for the purposes of granting Options pursuant to this Plan.

### **4.3 Fractional Shares**

No fractional shares shall be issued upon the exercise of any Option and, if as a result of any adjustment, an Option Holder would become entitled to a fractional share, such Option Holder shall have the right to purchase only the next lowest whole number of Shares and no payment or other adjustment will be made for the fractional interest.

## **SECTION 5 TERMS AND CONDITIONS OF OPTIONS**

### **5.1 Exercise Period of Option**

Subject to sections 3.3(b), 5.4, 6.2, 6.3, 6.4 and 11.4, the Grant Date and the Expiry Date of an Option shall be the dates fixed by the Committee at the time the Option is granted and shall be set out in the Option Certificate issued in respect of such Option.

## **5.2 Number of Shares Under Option**

The number of Shares which may be purchased pursuant to an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option.

## **5.3 Exercise Price of Option**

The Exercise Price at which an Option Holder may purchase a Share upon the exercise of an Option shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option. The Exercise Price shall not be less than the Market Value of the Shares as of the Grant Date. The Market Value of the Shares for a particular Grant Date shall be determined as follows:

- (a) for each organized trading facility on which the Shares are listed, Market Value will be the closing trading price of the Shares on the day immediately preceding the Grant Date, and may be less than this price if it is within the discounts permitted by the applicable Regulatory Authorities;
- (b) if the Company's Shares are listed on more than one organized trading facility, the Market Value shall be the Market Value as determined in accordance with subparagraph (a) above for the primary organized trading facility on which the Shares are listed, as determined by the Committee, subject to any adjustments as may be required to secure all necessary Regulatory Approvals;
- (c) if the Company's Shares are listed on one or more organized trading facilities but have not traded during the ten trading days immediately preceding the Grant Date, then the Market Value will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee; and
- (d) if the Company's Shares are not listed on any organized trading facility, then the Market Value will be, subject to any adjustments as may be required to secure all necessary Regulatory Approvals, such value as is determined by the Committee to be the fair value of the Shares, taking into consideration all factors that the Committee deems appropriate, including, without limitation, recent sale and offer prices of the Shares in private transactions negotiated at arms' length.

Notwithstanding anything else contained herein, in no case will the Market Value be less than the minimum prescribed by each of the organized trading facilities that would apply to the Company on the Grant Date in question.

## **5.4 Termination of Option**

Subject to such other terms or conditions that may be attached to Options granted hereunder, an Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period. Any Option or part thereof not exercised within the Exercise Period shall terminate and become null, void and of no effect as of the Expiry Time on the Expiry Date. The Expiry Date of an Option shall be the earlier of the date so fixed by the Committee at the time the Option is granted as set out in the Option Certificate and the date established, if applicable, in paragraphs (a) or (b) below or sections 6.2, 6.3, 6.4, or 11.4 of this Plan:

- (a) *Ceasing to Hold Office* – Subject to section 5.4(c) of this Plan, in the event that the Option Holder holds his or her Option as an Executive and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise determined by the Committee and expressly provided for in the Option Certificate, the 90th day following the date the Option Holder ceases to hold such position unless the Option Holder ceases to hold such position as a result of:
  - (i) ceasing to meet the qualifications set forth in the corporate legislation applicable to the Company;

- (ii) a special resolution having been passed by the shareholders of the Company removing the Option Holder as a director of the Company or any Subsidiary; or
- (iii) an order made by any Regulatory Authority having jurisdiction to so order;

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position, and in no event shall the Expiry Date of the Option shall be later than the first anniversary of the date the Option Holder ceases to hold such position with the Company; OR

- (b) *Ceasing to be Employed or Engaged* - Subject to section 5.4(c) of this Plan, in the event that the Option Holder holds his or her Option as an Employee or Consultant and such Option Holder ceases to hold such position other than by reason of death or Disability, the Expiry Date of the Option shall be, unless otherwise determined by the Committee and expressly provided for in the Option Certificate, the 90th day following the date the Option Holder ceases to hold such position, unless the Option Holder ceases to hold such position as a result of:

- (i) termination for cause;
- (ii) resigning his or her position; or
- (iii) an order made by any Regulatory Authority having jurisdiction to so order;

in which case the Expiry Date shall be the date the Option Holder ceases to hold such position, and in no event shall the Expiry Date of the Option shall be later than the first anniversary of the date the Option Holder ceases to hold such position with the Company.

- (c) In the event that the Option Holder ceases to hold the position of Executive, Employee or Consultant for which the Option was originally granted, but comes to hold a different position as an Executive, Employee or Consultant prior to the expiry of the Option, the Committee may, in its sole discretion, choose to permit the Option to stay in place for that Option Holder with such Option then to be treated as being held by that Option Holder in his or her new position and such will not be considered to be an amendment to the Option in question requiring the consent of the Option Holder under section 9.2 of this Plan. Notwithstanding anything else contained herein, in no case will an Option be exercisable later than the Expiry Date of the Option.

## **5.5 Vesting of Option and Acceleration**

The vesting schedule for an Option, if any, shall be determined by the Committee and shall be set out in the Option Certificate issued in respect of the Option. The Committee may elect, at any time, to accelerate the vesting schedule of one or more Options including, without limitation, on a Triggering Event, and such acceleration will not be considered an amendment to the Option in question requiring the consent of the Option Holder under section 9.2 of this Plan.

## **5.6 Additional Terms**

Subject to all applicable Regulatory Rules and all necessary Regulatory Approvals, the Committee may attach additional terms and conditions to the grant of a particular Option, such terms and conditions to be set out in a schedule attached to the Option Certificate. The Option Certificates will be issued for convenience only, and in the case of a dispute with regard to any matter in respect thereof, the provisions of this Plan and the records of the Company shall prevail over the terms and conditions in the Option Certificate, save and except as noted below. Each Option will also be subject to, in addition to the provisions of the Plan, the terms and conditions contained in the schedules, if any, attached to the Option Certificate for such Option. Should the terms and conditions contained in such schedules be inconsistent with the provisions of the Plan, such terms and conditions will supersede the provisions of the Plan.



## SECTION 6 TRANSFERABILITY OF OPTIONS

### 6.1 Non-transferable

Except as provided otherwise in this Section 6, Options are non-assignable and non-transferable.

### 6.2 Death of Option Holder

In the event of the Option Holder's death, any Options held by such Option Holder shall pass to the Personal Representative of the Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of one year following the date of death and the applicable Expiry Date.

### 6.3 Disability of Option Holder

If the employment or engagement of an Option Holder as an Employee or Consultant or the position of an Option Holder as a director or officer of the Company or a Subsidiary is terminated by the Company by reason of such Option Holder's Disability, any Options held by such Option Holder shall be exercisable by such Option Holder or by the Personal Representative on or before the date which is the earlier of one year following the termination of employment, engagement or appointment as a director or officer and the applicable Expiry Date.

### 6.4 Disability and Death of Option Holder

If an Option Holder has ceased to be employed, engaged or appointed as a director or officer of the Company or a Subsidiary by reason of such Option Holder's Disability and such Option Holder dies within one year after the termination of such engagement, any Options held by such Option Holder that could have been exercised immediately prior to his or her death shall pass to the Personal Representative of such Option Holder and shall be exercisable by the Personal Representative on or before the date which is the earlier of one year following the death of such Option Holder and the applicable Expiry Date.

### 6.5 Vesting

Unless the Committee determines otherwise, Options held by or exercisable by a Personal Representative shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

### 6.6 Deemed Non-Interruption of Engagement

Employment or engagement by the Company shall be deemed to continue intact during any military or sick leave or other *bona fide* leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Option Holder's right to re-employment or re-engagement by the Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Option Holder's re-employment or re-engagement is not so guaranteed, then his or her employment or engagement shall be deemed to have terminated on the ninety-first day of such leave.

## SECTION 7 EXERCISE OF OPTION

### 7.1 Exercise of Option

An Option may be exercised only by the Option Holder or the Personal Representative of any Option Holder. An Option Holder or the Personal Representative of any Option Holder may exercise an Option in whole or in part at any time and from time to time during the Exercise Period up to the Expiry Time on the Expiry Date by delivering

to the Administrator the required Exercise Notice, the applicable Option Certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate Exercise Price of the Shares then being purchased pursuant to the exercise of the Option. Notwithstanding anything else contained herein, Options may not be exercised during Black-Out unless the Committee determines otherwise. Where the expiry date for an Option occurs during a Black-Out, the expiry date for such Option shall be extended to the date that is 10 business days following the end of such Black-Out.

## **7.2 Issue of Share Certificates**

As soon as reasonably practicable following the receipt of the Exercise Notice, the Administrator shall cause to be delivered to the Option Holder a certificate for the Shares so purchased. If the number of Shares so purchased is less than the number of Shares subject to the Option Certificate surrendered, the Administrator shall also provide a new Option Certificate for the balance of Shares available under the Option to the Option Holder concurrent with delivery of the Share Certificate.

## **7.3 No Rights as Shareholder**

Until the date of the issuance of the certificate for the Shares purchased pursuant to the exercise of an Option, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Option, unless the Committee determines otherwise. In the event of any dispute over the date of the issuance of the certificates, the decision of the Committee shall be final, conclusive and binding.

## **7.4 Net Exercise**

In lieu of the exercise price of each Share underlying an Option being paid in cash, the Option may be exercised, except Options granted to persons performing Investor Relations Activities, at the discretion of the Option Holder and only with the written permission of the Board and as permitted by the Exchange Policies, by a "Net Exercise" whereby the Option Holder will receive only the number of Shares underlying the Option that is equal to the quotient obtained by dividing:

- (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the exercise price of the subject Options by
- (ii) the VWAP of the underlying Shares.

In the event of a Net Exercise, the number of Options exercised, surrendered or converted, and not the number of Shares actually issued, must be included in calculating the limits set forth in Section 3.3 of the Plan, and must otherwise comply with the rules of the TSXV.

## **7.5 Cashless Exercise**

In lieu of the exercise price of each Share underlying an Option being paid in cash, the Option may be exercised, except Options granted to persons performing Investor Relations Activities, at the discretion of the Option Holder and only with the written permission of the Board and as permitted by the Exchange Policies, by a "Cashless Exercise" whereby the Option Holder may elect for a broker-assisted cashless exercise and shall receive:

- (i) an amount in cash equal to the cash proceeds realized upon the sale in the capital markets of the Shares underlying the Option (or portion thereof being exercised) by a securities dealer designated by the Company, less the aggregate exercise price, any applicable withholding taxes, and any transfer costs charged by the securities dealer to sell the Shares;
- (ii) an aggregate number of Shares that is equal to the number of Shares underlying the Option (or portion thereof being exercised) minus the number of Shares sold in the capital markets by a securities dealer designated by the Company as required to realize cash proceeds equal to the aggregate exercise price, any applicable withholding taxes and any transfer costs charged by the securities dealer to sell the Shares; or
- (iii) a combination of Section 7.5(i) and 7.5(ii).

In the event of a Cashless Exercise, the number of Options exercised, surrendered or converted, and not the number of Shares actually issued, must be included in calculating the limits set forth in Section 3.3 of the Plan, and must otherwise comply with the rules of the TSXV.

## **SECTION 8 ADMINISTRATION**

### **8.1 Board or Committee**

The Plan shall be administered by the Board, by a Committee of the Board appointed in accordance with section 8.2 below, or by an Administrator appointed in accordance with subsection 8.4(b).

### **8.2 Appointment of Committee**

The Board may at any time appoint a Committee, consisting of not less than two of its members, to administer the Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan. Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members, remove members (with or without cause) and appoint new members in their place, fill vacancies however caused, or remove all members of the Committee and thereafter directly administer the Plan.

### **8.3 Quorum and Voting**

A majority of the members of the Committee shall constitute a quorum and, subject to the limitations in this Section 8, all actions of the Committee shall require the affirmative vote of members who constitute a majority of such quorum. Members of the Committee may vote on any matters affecting the administration of the Plan or the grant of Options pursuant to the Plan, except that no such member shall act upon the granting of an Option to himself or herself (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee during which action is taken with respect to the granting of Options to that member). The Committee may approve matters by written resolution signed by a majority of the quorum.

### **8.4 Powers of Committee**

The Committee (or the Board if no Committee is in place) shall have the authority to do the following:

- (a) administer the Plan in accordance with its terms;
- (b) appoint or replace the Administrator from time to time;
- (c) determine all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the Market Value of the Shares;
- (d) correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;
- (e) prescribe, amend, and rescind rules and regulations relating to the administration of the Plan;
- (f) determine the duration and purposes of leaves of absence from employment or engagement by the Company which may be granted to Option Holders without constituting a termination of employment or engagement for purposes of the Plan;
- (g) do the following with respect to the granting of Options:
  - (i) determine the Executives, Employees or Consultants to whom Options shall be granted, based on the eligibility criteria set out in this Plan;
  - (ii) determine the terms of the Option to be granted to an Option Holder including, without limitation, the Grant Date, Expiry Date, Exercise Price and vesting schedule (which need not be identical with the terms of any other Option);
  - (iii) subject to any necessary Regulatory Approvals and section 9.2, amend the terms of any Options;

- (iv) determine when Options shall be granted; and
- (v) determine the number of Shares subject to each Option;
- (h) accelerate the vesting schedule of any Option previously granted; and
- (i) make all other determinations necessary or advisable, in its sole discretion, for the administration of the Plan.

#### **8.5 Administration by Committee**

All determinations made by the Committee in good faith shall be final, conclusive and binding upon all persons. The Committee shall have all powers necessary or appropriate to accomplish its duties under this Plan.

#### **8.6 Interpretation**

The interpretation by the Committee of any of the provisions of the Plan and any determination by it pursuant thereto shall be final, conclusive, and binding and shall not be subject to dispute by any Option Holder. No member of the Committee or any person acting pursuant to authority delegated by it hereunder shall be personally liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Committee and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Company.

### **SECTION 9 APPROVALS AND AMENDMENT**

#### **9.1 Shareholder Approval of Plan**

If required by a Regulatory Authority or by the Committee, this Plan may be made subject to the approval of a majority of the votes cast at a meeting of the shareholders of the Company or by a majority of votes cast by disinterested shareholders at a meeting of shareholders of the Company. If shareholder approval is required, any Options granted under this Plan prior to such time will not be exercisable or binding on the Company unless and until such shareholder approval is obtained.

#### **9.2 Amendment of Option or Plan**

Subject to any required Regulatory Approvals or the prior approval of shareholders of the Company, the Committee may from time to time amend any existing Option or the Plan or the terms and conditions of any Option thereafter to be granted provided that where such amendment relates to an existing Option and it would:

- (a) materially decrease the rights or benefits accruing to an Option Holder; or
- (b) materially increase the obligations of an Option Holder;

then, unless otherwise excepted out by a provision of this Plan, the Committee must also obtain the written consent of the Option Holder in question to such amendment. If at the time the Exercise Price of an Option is reduced or the term of an Option is extended and the Option Holder is an Insider of the Company, the Insider must not exercise the Option at the reduced Exercise Price nor may the term of the Option be extended, as applicable until the reduction in Exercise Price or extension of the term of the Option has received Disinterested Shareholder Approval, if required by the TSXV.

### **SECTION 10 CONDITIONS PRECEDENT TO ISSUANCE OF OPTIONS AND SHARES**

#### **10.1 Compliance with Laws**

An Option shall not be granted or exercised, and Shares shall not be issued pursuant to the exercise of any Option, unless the grant and exercise of such Option and the issuance and delivery of such Shares comply with all applicable Regulatory Rules, and such Options and Shares will be subject to all applicable trading restrictions in effect pursuant to such Regulatory Rules and the Company shall be entitled to legend the Option Certificates and the certificates representing such Shares accordingly.

**10.2 Obligation to Obtain Regulatory Approvals**

In administering this Plan, the Committee will seek any Regulatory Approvals which may be required. The Committee will not permit any Options to be granted without first obtaining the necessary Regulatory Approvals unless such Options are granted conditional upon such Regulatory Approvals being obtained. The Committee will make all filings required with the Regulatory Authorities in respect of the Plan and each grant of Options hereunder. No Option granted will be exercisable or binding on the Company unless and until all necessary Regulatory Approvals have been obtained. The Committee shall be entitled to amend this Plan and the Options granted hereunder in order to secure any necessary Regulatory Approvals and such amendments will not require the consent of the Option Holders under section 9.2 of this Plan.

**10.3 Inability to Obtain Regulatory Approvals**

The Company's inability to obtain Regulatory Approval from any applicable Regulatory Authority, which Regulatory Approval is deemed by the Committee to be necessary to complete the grant of Options hereunder, the exercise of those Options or the lawful issuance and sale of any Shares pursuant to such Options, shall relieve the Company of any liability with respect to the failure to complete such transaction.

**SECTION 11  
ADJUSTMENTS AND TERMINATION**

**11.1 Termination of Plan**

Subject to any necessary Regulatory Approvals, the Committee may terminate or suspend the Plan. Unless earlier terminated as provided in this Section 11, the Plan shall terminate on, and no more Options shall be granted under the Plan after, the tenth anniversary of the Effective Date of the Plan.

**11.2 No Grant During Suspension of Plan**

No Option may be granted during any suspension, or after termination, of the Plan. Suspension or termination of the Plan shall not, without the consent of the Option Holder, alter or impair any rights or obligations under any Option previously granted.

**11.3 Alteration in Capital Structure**

If there is a material alteration in the capital structure of the Company and the Shares are consolidated, subdivided, converted, exchanged, reclassified or in any way substituted for, the Committee shall make such adjustments to this Plan and to the Options then outstanding under this Plan as the Committee determines to be appropriate and equitable under the circumstances, so that the proportionate interest of each Option Holder shall, to the extent practicable, be maintained as before the occurrence of such event. Such adjustments may include, without limitation:

- (a) a change in the number or kind of shares of the Company covered by such Options; and
- (b) a change in the Exercise Price payable per Share provided, however, that the aggregate Exercise Price applicable to the unexercised portion of existing Options shall not be altered, it being intended that any adjustments made with respect to such Options shall apply only to the Exercise Price per Share and the number of Shares subject thereto.

For purposes of this section 11.3, and without limitation, neither:

- (c) the issuance of additional securities of the Company in exchange for adequate consideration (including services); nor
- (d) the conversion of outstanding securities of the Company into Shares shall be deemed to be material alterations of the capital structure of the Company.

Any adjustment made to any Options pursuant to this section 11.3 shall not be considered an amendment requiring the Option Holder's consent for the purposes of Section 9.2 of this Plan.

For greater certainty, any adjustment, other than in connection with a consolidation or stock split, to an Option granted or issued under this Plan is subject to the prior acceptance of the TSXV, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

#### **11.4 Triggering Events**

Subject to the Company complying with section 11.5 and any necessary Regulatory Approvals and notwithstanding any other provisions of this Plan or any Option Certificate, the Committee may, without the consent of the Option Holder or Holders in question:

- (a) cause all or a portion of any of the Options granted under the Plan to terminate upon the occurrence of a Triggering Event; or
- (b) cause all or a portion of any of the Options granted under the Plan to be exchanged for incentive stock options of another corporation upon the occurrence of a Triggering Event in such ratio and at such exercise price as the Committee deems appropriate, acting reasonably.

Such termination or exchange shall not be considered an amendment requiring the Option Holder's consent for the purpose of section 9.2 of the Plan.

#### **11.5 Notice of Termination by Triggering Event**

In the event that the Committee wishes to cause all or a portion of any of the Options granted under this Plan to terminate on the occurrence of a Triggering Event, it must give written notice to the Option Holders in question not less than 10 days prior to the consummation of a Triggering Event so as to permit the Option Holder the opportunity to exercise the vested portion of the Options prior to such termination. Upon the giving of such notice and subject to any necessary Regulatory Approvals, all Options or portions thereof granted under the Plan which the Company proposes to terminate shall become immediately exercisable notwithstanding any contingent vesting provision to which such Options may have otherwise been subject.

#### **11.6 Determinations to be Made By Committee**

Adjustments and determinations under this Section 11 shall be made by the Committee, whose decisions as to what adjustments or determination shall be made, and the extent thereof, shall be final, binding, and conclusive.

**[Include the following Exchange hold period if i) the exercise price of the stock options is based on less than Market Price; or ii) if the certificate is issued to persons holding securities carrying more than 10% of the voting rights attached to the Company's securities; or if the certificate is issued to directors, officers or promoters of the Company]**

**[Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ●[date four months and one day after Grant Date].]**

## REVIVAL GOLD INC.

### STOCK OPTION PLAN - OPTION CERTIFICATE

This Option Certificate is issued pursuant to the provisions of the Stock Option Plan (the "Plan") of Revival Gold Inc. (the "Company") and evidences that ●[Name of Option Holder] is the holder (the "Option Holder") of an option (the "Option") to purchase up to ● common shares (the "Shares") in the capital stock of the Company at a purchase price of Cdn.\$● per Share (the "Exercise Price"). This Option may be exercised at any time and from time to time from and including the following Grant Date through to and including up to 5:00 p.m. local time in Toronto, Ontario (the "Expiry Time") on the following Expiry Date:

- (a) the Grant Date of this Option is ●, 201●; and
- (b) subject to sections 5.4, 6.2, 6.3, 6.4 and 11.4 of the Plan, the Expiry Date of this Option is ●,20●●

To exercise this Option, the Option Holder must deliver to the Administrator of the Plan, prior to the Expiry Time on the Expiry Date, an Exercise Notice, in the form provided in the Plan, which is incorporated by reference herein, together with the original of this Option Certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This Option Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This Option Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail. This Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto.

**[Include the following Exchange hold period only if the exercise price of the stock options is based on less than Market Price. or ii) if the certificate is issued to persons holding securities carrying more than 10% of the voting rights attached to the Company's securities; or if the certificate is issued to directors, officers or promoters of the Company]**

**[Any share certificates issued pursuant to an exercise of the Option before ●[date four months and one day after Grant Date] will contain the following legend:**

**"Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ●[date four months and one day after Grant Date]."**

If the Option Holder is a resident or citizen of the United States of America at the time of the exercise of the Option, the certificate(s) representing the Shares will be endorsed with the following or a similar legend:

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, of the United States of America (the "Act") or the securities laws of any state ("State") of the United States of America and may not be sold, transferred, pledged, hypothecated or distributed, directly or indirectly, to a U.S. person (as defined in Regulation S adopted by the U.S. Securities and Exchange Commission under the Act) or within the United States unless such securities are (i) registered under the Act and any applicable State securities act (a "State Act"), or (ii) exempt from registration under the Act and any applicable State Act and the Company has received an opinion of counsel to such effect reasonably satisfactory to it, or (iii) sold in accordance with Regulation S and the Company has received an opinion of counsel to such effect reasonably satisfactory to it."

This Option was granted to the Option Holder in his or her capacity as a ●[pick one: Director, Officer, Employee, Consultant] of the Company, and shall continue in effect should his or her status change and he or she continue in a new capacity as a Director, Officer, Employee or Consultant of the Company.

**REVIVAL GOLD INC.**

Per:

\_\_\_\_\_  
Director

The Option Holder acknowledges receipt of a copy of the Plan and represents to the Company that the Option Holder is familiar with the terms and conditions of the Plan, and hereby accepts this Option subject to all of the terms and conditions of the Plan. The Option Holder agrees to execute, deliver, file and otherwise assist the Company in filing any report, undertaking or document with respect to the awarding of the Option and exercise of the Option, as may be required by the Regulatory Authorities. The Option Holder further acknowledges that if the Plan has not been approved by the shareholders of the Company on the Grant Date, this Option is not exercisable until such approval has been obtained.

Signature of Option Holder:

\_\_\_\_\_  
Signature

Date signed: \_\_\_\_\_

Print Name

\_\_\_\_\_  
Address



**OPTION CERTIFICATE – SCHEDULE**

**[Complete the following additional terms and any other special terms, if applicable, or remove the inapplicable terms or this schedule entirely.]**

The additional terms and conditions attached to the Option represented by this Option Certificate are as follows:

1. The Options will not be exercisable unless and until they have vested and then only to the extent that they have vested. The Options will vest in accordance with the following:
  - (a) ● Shares (●%) will vest and be exercisable on or after the Grant Date;
  - (b) ● additional Shares (●%) will vest and be exercisable on or after ● [date];
  - (c) ● additional Shares (●%) will vest and be exercisable on or after ● [date];
  - (d) ● additional Shares (●%) will vest and be exercisable on or after ● [date];
  
2. Upon the Option Holder ceasing to hold a position with the Company, other than as a result of the events set out in paragraphs 5.4(a) or 5.4(b) of the Plan, the Expiry Date of the Option shall be ● **[Insert date desired that is longer or shorter than the standard 90 days set out in the Plan]** following the date the Option Holder ceases to hold such position.

●  
**STOCK OPTION PLAN**

**NOTICE OF EXERCISE OF OPTION**

TO:           The Administrator, Stock Option Plan  
**REVIVAL GOLD INC.**  
145 King St. W - Suite 2870  
Toronto, Ontario M5H 1J8

(or such other address as the Company may advise)

The undersigned hereby irrevocably gives notice, pursuant to the Stock Option Plan (the "Plan") of Revival Gold Inc. (the "Company"), of the exercise of the Option to acquire and hereby subscribes for **(cross out inapplicable item)**:

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

which are the subject of the Option Certificate attached hereto **(attach your original Option Certificate)**.

The undersigned tenders herewith a certified cheque or bank draft **(circle one)** payable to "●" in an amount equal to the aggregate Exercise Price of the aforesaid Shares and directs the Company to issue the certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address **(provide full complete address)**:

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

The undersigned acknowledges the Option is not validly exercised unless this Notice is completed in strict compliance with this form and delivered to the required address with the required payment prior to 5:00 p.m. local time in Toronto, Ontario on the Expiry Date of the Option.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**Signature of Option Holder**

## **SCHEDULE “B”**

### **REVIVAL GOLD INC.**

#### **AUDIT COMMITTEE CHARTER**

This charter (the “**Charter**”) sets forth the purpose, composition, responsibilities, and authority of the Audit Committee (the “**Committee**”) of the Board of Directors (the “**Board**”) of Revival Gold Inc. (“**Revival**” or the “**Corporation**”).

#### **1.0 Mandate**

The Committee shall:

- (a) assist the Board in its oversight role with respect to the quality and integrity of the financial information;
- (b) assess the effectiveness of the Corporation’s risk management and compliance practices;
- (c) assess the independent auditor’s performance, qualifications and independence;
- (d) assess the performance of the Corporation’s internal audit function;
- (e) ensure the Corporation’s compliance with legal and regulatory requirements; and
- (f) prepare such reports of the Committee required to be included in any Management Information Circular in accordance with applicable laws or the rules of applicable securities regulatory authorities.

#### **2.0 Composition and Membership**

The Committee shall be composed of not less than three members, each of whom shall be a director of the Corporation. A majority of the members of the Committee shall not be an officer or employee of the Corporation. All members shall satisfy the applicable independence and experience requirements of the laws governing the Corporation, the applicable stock exchanges on which the Corporation’s securities are listed and applicable securities regulatory authorities.

Each member of the Committee shall be financially literate as such qualification is interpreted by the Board in its business judgment.

Members of the Committee shall be appointed or reappointed annually by the Board and in the normal course of business will serve a minimum of three years. Each member shall continue to be a member of the Committee until a successor is appointed, unless the member resigns, is removed, or ceases to be a Director. The Board may fill a vacancy that occurs in the Committee at any time.

The Board or, in the event of its failure to do so, the members of the Committee, shall appoint or reappoint a Chairman among their number. Such Chairman shall serve as a liaison between members and senior management.

The time and place of meetings of the Committee and the procedure at such meetings shall be determined from time to time by the members therefore provided that:

- (a) a quorum for meetings shall be at least three members;
- (b) the Committee shall meet at least quarterly;
- (c) notice of the time and place of every meeting shall be given in writing or by telephone, facsimile, email or other electronic communication to each member of the Committee at least 24 hours in advance of such meeting; and
- (d) a resolution in writing signed by all directors entitled to vote on that resolution at a meeting of the Committee is as valid as if it had been passed at a meeting of the Committee.

### **3.0 Duties and Responsibilities**

#### ***3.1 Oversight of the Independent Auditor***

- (a) Sole authority to appoint or replace the independent auditor (subject to shareholder ratification) and responsibility for the compensation and oversight of the work of the independent auditor (including resolution of disagreements between Management and the independent auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or related work. The independent auditor shall report directly to the Committee.
- (b) Sole authority to pre-approve all audit services as well as non-audit services (including the fees, terms, and conditions for the performance of such services) to be performed by the independent auditor.
- (c) Evaluate the qualifications, performance, and independence of the independent auditor, including (i) reviewing and evaluating the lead partner on the independent auditor's engagement with the Corporation, and (ii) considering whether the auditor's quality controls are adequate and the provision of permitted non-audit services is compatible with maintaining the auditor's independence.
- (d) Obtain and review a report from the independent auditor at least annually regarding: the independent auditor's internal quality-control procedures; any material issues raised by the most recent internal quality-control review, or peer review, of the firm, or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the firm; any steps taken to deal with any such issues; and all relationships between the independent auditor and the Corporation.
- (e) Review and discuss with Management and the independent auditor prior to the annual audit the scope, planning and staffing of the annual audit.
- (f) Ensure the rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit as required by law.
- (g) Review as necessary policies for the Corporation's hiring of partners, employees or former partners and employees of the independent auditor.

#### ***3.2 Financial Reporting***

- (a) Review and discuss with Management and the independent auditor the annual audited financial statements prior to the publication of earnings.

- (b) Review and discuss with Management the Corporation's annual and quarterly disclosures made in the Management's Discussion and Analysis. The Committee shall approve any reports for inclusion in the Corporation's Annual Report, as required by applicable legislation.
- (c) Review and discuss with Management and the independent auditor management's report on its assessment of internal controls over financial reporting and the independent auditor's attestation report on management's assessment if applicable.
- (d) Review and discuss with Management the Corporation's quarterly financial statements prior to the publication of earnings.
- (e) Review and discuss with Management and the independent auditor at least annually significant financial reporting issues and judgments made in connection with the preparation of the Corporation's financial statements, including any significant changes in the Corporation's selection or application of accounting principles, any major issues as to the adequacy of the Corporation's internal controls and any special steps adopted in light of material control deficiencies.
- (f) Review and discuss with Management and the independent auditor at least annually reports from the independent auditors on: critical accounting policies and practices to be used; significant financial reporting issues, estimates and judgments made in connection with the preparation of the financial statements; alternative treatments of financial information within generally accepted accounting principles that have been discussed with Management, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the independent auditor; and other material written communications between the independent auditor and Management, such as any management letter or schedule of unadjusted differences.
- (g) Discuss with the independent auditor at least annually any "Management" or "internal control" letters issued or proposed to be issued by the independent auditor to the Corporation.
- (h) Review and discuss with Management and the independent auditor at least annually any significant changes to the Corporation's accounting principles and practices suggested by the independent auditor, internal audit personnel or Management.
- (i) Discuss with Management the Corporation's earnings press releases, including the use of "pro forma" or "adjusted" non-GAAP information, as well as financial information and earnings guidance (if any) provided to analysts and rating agencies.
- (j) Review and discuss with Management and the independent auditor at least annually the effect of regulatory and accounting initiatives as well as off-balance sheet structures on the Corporation's financial statements.
- (k) Review and discuss with the Chief Executive Officer and the Chief Financial Officer the procedures undertaken in connection with the Chief Executive Officer and Chief Financial Officer certifications for the annual filings with applicable securities regulatory authorities.
- (l) Review disclosures made by the Corporation's Chief Executive Officer and Chief Financial Officer during their certification process for the annual filing with applicable securities regulatory authorities about any significant deficiencies in the design or operation of internal controls which could adversely affect the Corporation's ability to record, process, summarize and report financial data or any material weaknesses in the internal controls, and any fraud involving Management or other employees who have

a significant role in the Corporation's internal controls.

- (m) Discuss with the Corporation's General Counsel at least annually any legal matters that may have a material impact on the financial statements, operations, assets or compliance policies and any material reports or inquiries received by the Corporation or any of its subsidiaries from regulators or governmental agencies.

### ***3.3 Oversight of Risk Management***

- (a) Review and approve periodically Management's risk philosophy and risk management policies.
- (b) Review with Management at least annually reports demonstrating compliance with risk management policies.
- (c) Review reports from the independent auditor at least annually relating to the adequacy of the Corporation's risk management practices together with Management's responses.
- (d) Discuss with Management at least annually the Corporation's major financial risk exposures and the steps Management has taken to monitor and control such exposures, including the Corporation's risk assessment and risk management policies.

### **4.0 Funding for the Independent Auditor and Retention of Other Independent Advisors**

The Corporation shall provide for appropriate funding, as determined by the Committee, for payment of compensation to the independent auditor for the purpose of issuing an audit report and to any advisors retained by the Committee. The Committee shall also have the authority to retain and, at Revival's expense, to set and pay the compensation for such other independent counsel and other advisors as it may from time to time deem necessary or advisable for its purposes. The Committee also has the authority to communicate directly with internal and external auditors.

### **5.0 Procedures for Receipt of Complaints and Submissions Relating to Accounting Matters**

- i) The Corporation shall inform employees on the Corporation's intranet, if there is one, or via a newsletter or e-mail that is disseminated to all employees at least annually, of the officer (the "**Complaints Officer**") designated from time to time by the Committee to whom complaints and submissions can be made regarding accounting, internal accounting controls or auditing matters or issues of concern regarding questionable accounting or auditing matters.
- ii) The Complaints Officer shall be informed that any complaints or submissions so received must be kept confidential and that the identity of employees making complaints or submissions shall be kept confidential and shall only be communicated to the Committee or the Chair of the Committee.
- iii) The Complaints Officer shall be informed that he or she must report to the Committee as frequently as such Complaints Officer deems appropriate, but in any event no less frequently than on an annual basis prior to the meeting of the Committee called to approve annual financial statements of the Corporation.
- iv) Upon receipt of a report from the Complaints Officer, the Committee shall discuss the report and take such steps as the Committee may deem appropriate.
- v) The Complaints Officer shall retain a record of a complaint or submission received for a period of six years following resolution of the complaint or submission.

## **6.0 Procedures for Approval of Non-Audit Services**

i) The Corporation's external auditors shall be prohibited from performing for the Corporation the following categories of non-audit services:

- (a) bookkeeping or other services related to the Corporation's accounting records or financial statements;
- (b) financial information systems design and implementation;
- (c) appraisal or valuation services, fairness opinion or contributions-in-kind reports;
- (d) actuarial services;
- (e) internal audit outsourcing services;
- (f) management functions;
- (g) human resources;
- (h) broker or dealer, investment adviser or investment banking services;
- (i) legal services;
- (j) expert services unrelated to the audit; and
- (k) any other service that the Canadian Public Accountability Board determines is impermissible.

ii) In the event that the Corporation wishes to retain the services of the Corporation's external auditors for tax compliance, tax advice or tax planning, the Chief Financial Officer of the Corporation shall consult with the Chair of the Committee, who shall have the authority to approve or disapprove on behalf of the Committee, such non-audit services. All other non-audit services shall be approved or disapproved by the Committee as a whole.

iii) The Chief Financial Officer of the Corporation shall maintain a record of non-audit services approved by the Chair of the Committee or the Committee for each fiscal year and provide a report to the Committee no less frequently than on an annual basis.

## **7.0 Reporting**

The Chairman will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Committee will annually review and approve the Committee's report and, where necessary, will recommend changes to the Board of Directors for its approval for inclusion in the Annual Information Form. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

## **8.0 Access to Information and Authority**

The Committee will be granted unrestricted access to all information regarding Revival that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by Members.

## **9.0 Review of Charter**

The Committee will annually review and assess the adequacy of this Charter and recommend any proposed changes to the Board for consideration.

Dated: 1 August 2017

Approved by: Audit Committee

Board of Directors

Re-approved: 22 November, 2022