GOLDSKY RESOURCES CORP.
(FORMERLY FIRST NORDIC METALS CORP.)
NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE (this "**Notice**") is hereby given that the Annual General and Special Meeting (the "**Meeting**") of the shareholders of Goldsky Resources Corp. (the "**Company**") will be held at Suite 1090 W. Georgia St., #1305, Vancouver, BC, V6E 3V7, on Thursday, July 23, 2026, at 9:30 a.m. (Pacific Time) for the following purposes:

1. To receive and consider the audited financial statements of the Company for the year ended December 31, 2025, together with the auditor's report thereon.
2. To fix the number of directors at six.
3. To elect the directors for the ensuing year.
4. To appoint the auditors for the ensuing year and to authorize the directors to fix the remuneration to be paid to the auditors.
5. To consider, and if thought advisable, to approve an ordinary resolution authorizing, ratifying and confirming the adoption of the Company's new Omnibus Equity Incentive Plan in replacement of the Company's existing Stock Option Plan, as more particularly described in the accompanying management information circular dated June 5, 2026 (the "**Circular**").

In addition, shareholders will be asked to consider any amendment or variation of a matter identified in this Notice and to transact such other business as may properly come before the Meeting or any adjournment thereof.

To reduce printing and mailing costs, we are using the notice and access provisions under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* to deliver the Circular and other materials for the Meeting (the "**meeting materials**"). You can access copies of the meeting materials and our management's discussion and analysis and annual audited financial statements for the year ended December 31, 2025, on our website at Annual General Meeting - Goldsky Resources and on our SEDAR+ profile at www.sedarplus.ca.

A registered shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit his duly executed form of proxy with Computershare Investor Services Inc., at 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6 not later than 9:30 a.m. (Pacific time) on July 21, 2026 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned meeting.

Shareholders who are unable to attend the Meeting in person are requested to date, complete, sign and return the enclosed form of proxy, or another suitable form of proxy, and deliver it in accordance with the instructions set out in the form of proxy and in the Circular.

Non-registered shareholders who would like to attend the Meeting should complete and return the materials they received in accordance with the instructions from their broker or other intermediary to ensure that their shares will be voted at the Meeting. If you hold your shares in a brokerage account, you are a non-registered shareholder.

DATED at Vancouver, British Columbia, this 5th day of June 2026.

ON BEHALF OF THE BOARD OF DIRECTORS

/s/ Russell Bradford
Russell Bradford, CEO and Director

GOLDSKY RESOURCES CORP.
(FORMERLY FIRST NORDIC METALS CORP.)

2991 Dundas St W
Toronto, Ontario, M6P 1Z4
Phone: 604-687-8566

INFORMATION CIRCULAR

(As at June 5, 2026, except as otherwise indicated)

MANAGEMENT SOLICITATION

This information circular (the "Circular") is furnished to you in connection with the solicitation of proxies by management of Goldsky Resources Corp. ("we", "us", "Goldsky" or the "Company") for use at the annual general and special meeting (the "Meeting") of shareholders of the Company ("Goldsky Shareholders") to be held at 9:30 am (Pacific Time) on Thursday, July 23, 2026 and at any adjournment of the Meeting. It is expected that the solicitation of proxies will be primarily by mail using the notice and access provisions described below but our officers, directors and employees may also, without receiving special compensation, contact Goldsky Shareholders by telephone, electronic means, or other personal contact. We will not specifically engage employees or soliciting agents to solicit proxies. We do not reimburse Goldsky Shareholders, nominees, or agents for their costs of obtaining authorization from their principals to sign forms of proxy. We will pay the expenses of this solicitation.

GENERAL PROXY INFORMATION

Notice and Access Provisions

Pursuant to National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), and in an effort to reduce printing and mailing costs, we are using the notice and access provisions under NI 54-101 to deliver the Circular, management's discussion and analysis and annual audited financial statements for the year ended December 31, 2025, and other materials (collectively, the "**meeting materials**") for the Meeting. Instead of receiving printed copies of the meeting materials, you will receive a notice with information on the meeting date, where it is being held and when, as well as information on how you may access the meeting materials electronically. The Company is providing paper copies of the Circular only to those registered shareholders and beneficial shareholders that have previously requested to receive paper materials. You can access electronic copies of the meeting materials on our website Annual General Meeting - Goldsky Resources and on our SEDAR+ profile at www.sedarplus.ca. You can also request printed copies of the meeting materials in advance of the Meeting, however your request should be sent to the Company so we receive it by Thursday, July 2, 2026 in order to allow sufficient time for you to receive the printed copies and return your proxy or voting instruction form to intermediaries not later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of British Columbia) prior to the time set for the Meeting or any adjournments or postponements thereof. To receive free printed copies of the meeting materials, please contact our Corporate Secretary by: (i) email: sandi@goldskyresources.com; or (ii) mail: c/o Stikeman Elliott LLP, Suite 2700 – 666 Burrard Street, Vancouver, BC, V6C 2X8.

Appointment of Proxyholders

The persons named as proxyholders in the enclosed form of proxy are the Company's directors and officers. **As a Goldsky Shareholder, you have the right to appoint a person or company (who need not be a Goldsky Shareholder) in place of the persons named in the form of proxy to attend and act on your behalf at the Meeting. To exercise this right, you must either insert the name of your representative in the blank space provided in the form of proxy and strike out the other names or complete and deliver another appropriate form of proxy.**

A proxy will not be valid unless it is dated and signed by you or your attorney duly authorized in writing or, if you are a corporation, by an authorized director, officer, or attorney of the corporation.

Voting by Proxy

The persons named in the accompanying form of proxy will vote or withhold from voting the shares represented by the proxy in accordance with your instructions, provided your instructions are clear. If you have specified a choice on any matter to be acted on at the Meeting, your shares will be voted or withheld from voting accordingly. If you do not specify a choice or where you specify both choices for any matter to be acted on, your shares will be voted in favour of all matters.

The enclosed form of proxy gives the persons named as proxyholders discretionary authority regarding amendments to or variations of matters identified in the Notice of Meeting and any other matter that may properly come before the Meeting. As of the date of this Circular, our management is not aware of any such amendment, variation or other matter proposed or likely to come before the Meeting. **However, if any amendment, variation or other matter properly comes before the Meeting, the persons named in the form of proxy intend to vote on such other business in accordance with their judgment.**

You may indicate the manner in which the persons named in the enclosed proxy are to vote on any matter by marking an "X" in the appropriate space. If you wish to give the persons named in the proxy a discretionary authority on any matter described in the proxy, then you should leave the space blank. **In that case, the proxyholders nominated by management will vote the shares represented by your proxy in accordance with their judgment.**

Voting by Proxy on the Nasdaq Stockholm Exchange

The information in this section is of significance to Shareholders who hold their Shares through Euroclear Sweden AB (Euroclear Registered Securities), which trade on the Nasdaq Stockholm Exchange.

Shareholders who hold Euroclear Registered Securities are not registered holders of Shares for the purposes of voting at the Meeting. Instead, Euroclear Registered Securities are registered under CDS & Co., the registration name of the Canadian Depositary for Securities. Holders of Euroclear Registered Securities will receive a voting instruction form (the Swedish VIF) by mail directly from Computershare Sweden. **The Swedish VIF cannot be used to vote Shares directly at the Meeting. Instead, the Swedish VIF must be completed and returned to Computershare Sweden strictly in accordance with the instructions and deadlines that will be described in the instructions provided with the Swedish VIF.**

Completion and Return of Proxy

You must deliver the completed form of proxy to the office of the Company's registrar and transfer agent, Computershare Investor Services Inc. (contact information below), or to the Company's head office at the address listed on the cover page of this Circular, by Tuesday, July 21, 2026 at 9:30 am (Pacific Time), which is not less than 48 hours (Saturdays, Sundays, and holidays excepted) before the scheduled time of the Meeting (or any adjournment, as applicable).

Mail:
Computershare Investor Services Inc.
Proxy Dept.
320 Bay Street, 14th Floor
Toronto, Ontario M5H 4A6

Fax:
Within North America: 1-866-249-7775
Outside North America: 1-416-263-9524

Non-Registered Holders

Only Goldsky Shareholders whose names appear on our records or validly appointed proxyholders are permitted to vote at the Meeting. Most Goldsky Shareholders are "non-registered" Goldsky Shareholders because their shares are registered in the name of a nominee, such as a brokerage firm, bank, trust company, trustee or administrator of a self-administered RRSP, RRIF, RESP or similar plan or a clearing agency such as CDS Clearing and Depository Services Inc. (a "**Nominee**"). If you purchased your shares through a broker, you are likely a non-registered Goldsky Shareholder.

Non-registered Goldsky Shareholders who have not objected to their Nominee disclosing certain ownership information about themselves to us are referred to as "**NOBOs**". Those non-registered Goldsky Shareholders who have objected to their Nominee disclosing ownership information about themselves to us are referred to as "**OBOs**".

Pursuant to NI 54-101, the Company will distribute copies of the meeting materials pursuant to the notice and access provisions described above. Nominees are required to forward the meeting materials to each OBO unless the OBO has waived the right to receive them. Management does not intend to pay for intermediaries to forward to OBOs under NI 54-101 the proxy-related materials, and Form 54-101F7 - *Request for Voting Instructions Made by Intermediary* and that in the case of an OBO, the objecting beneficial owner will not receive these materials unless the OBO's intermediary assumes the cost of delivery.

Goldsky Shares held by Nominees can only be voted in accordance with the instructions of the non-registered Goldsky Shareholder. Meeting materials sent to non-registered Goldsky Shareholders who have not waived the right to receive meeting materials are accompanied by a request for voting instructions (a "**VIF**"). This form is instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a non-registered Goldsky Shareholder is able to instruct the registered shareholder (or Nominee) how to vote on behalf of the non-registered Goldsky Shareholder. VIFs, whether provided by the Company or by a Nominee, should be completed and returned in accordance with the specific instructions noted on the VIF.

In either case, the purpose of this procedure is to permit non-registered Goldsky Shareholders to direct the voting of the shares they beneficially own. Should a non-registered holder who receives a VIF wish to attend the Meeting or have someone else attend on his or her behalf, the non-registered holder may request a legal proxy as set forth in the VIF, which will grant the non-registered holder or his/her nominee the right to attend and vote at the Meeting. Non-registered Goldsky Shareholders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered.

Revocability of Proxy

If you are a registered Goldsky Shareholder who has returned a proxy, you may revoke your proxy at any time before it is exercised. In addition to revocation in any other manner permitted by law, a registered Goldsky Shareholder who has given a proxy may revoke it by either:

(a) signing a proxy bearing a later date; or

(b) signing a written notice of revocation in the same manner as the form of proxy is required to be signed as set out in the notes to the proxy.

The later proxy or the notice of revocation must be delivered to the office of the Company's registrar and transfer agent or to the Company's head office at any time up to and including the last business day before the scheduled time of the Meeting or any adjournment or postponement thereof.

If you are a non-registered Goldsky Shareholder who wishes to revoke a proxy authorization form or VIF or to revoke a waiver of your right to receive meeting materials and to give voting instructions, you must give written instructions to your Nominee in accordance with such Nominee's instructions.

Advanced notice of the Meeting was posted on the Company's SEDAR+ profile on May 22, 2026.

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

Except as set out herein, none of the directors or executive officers of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of common shares without par value (each, a "**Goldsky Share**"), of which 185,450,101 Goldsky Shares were issued and outstanding as of the record date, being June 5, 2026 (the "**Record Date**"). The Company has only one class of shares, the Goldsky Shares. Effective December 10, 2025, the Goldsky Shares were consolidated at a ratio of four (4) pre-consolidation Goldsky Shares to one (1) post-consolidation Goldsky Share. Unless otherwise stated, all references to Goldsky Shares and other securities of Goldsky in this Circular as of the year-end December 31, 2025, are therefore on a post-consolidation basis.

Persons who are registered Goldsky Shareholders at the close of business on the Record Date will be entitled to receive notice of, attend, and vote at the Meeting. On a show of hands, every Goldsky Shareholder and proxyholder will have one vote and, on a poll, every Goldsky Shareholder present in person or represented by proxy will have one vote for each Goldsky Share. In order to approve a motion proposed at the meeting, a majority of more than 50% of the votes cast will be required to pass an ordinary resolution.

To the knowledge of the directors and executive officers of the Company, as of the date of this Circular, no person or company beneficially owns directly or indirectly, controls, or directs shares carrying 10% or more of the voting rights attached to all outstanding shares of the Company.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

Compensation, Philosophy and Objectives

The Company has appointed a Remuneration and Corporate Governance Committee (the "**Remuneration and Corporate Governance Committee**") and adopted a Remuneration and Corporate Governance Committee Charter providing the Remuneration and Corporate Governance Committee with the overall responsibility of recommending levels of executive compensation in order to attract, hire, retain and motivate the Company's Chief Executive Officer, Chief Financial Officer, and other executive officers (collectively, "**Management**") and certain key employees and non-executive officers below the vice-president level (collectively, "**Non-Management Officers**") and for recommending compensation of directors. See Appendix B of this Circular for a full copy of the Remuneration and Corporate Governance Committee Charter.

The Remuneration and Corporate Governance Committee consists of a minimum of three members, each of whom, to the extent possible, shall be independent within the meaning of National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"). As of the date of this Circular, the members of the Remuneration and Corporate Governance Committee are Marc Legault, Jeffrey Couch and Peter Breese. Each are considered independent for purposes of NI 52-110.

The Goldsky board of directors (the "**Goldsky Board**" or the "**Board of Directors**") meets to discuss and determine management compensation upon recommendation by the Remuneration and Corporate Governance Committee in accordance with the parameters set out in the Remuneration and Corporate Governance Committee Charter. In accordance with the Remuneration and Corporate Governance Committee Charter, the Goldsky Board has delegated to the Remuneration and Corporate Governance Committee the following duties and responsibilities:

(a) recommend to the Goldsky Board: (i) the performance targets and corporate goals relevant to Management compensation and evaluate the performance of Management in relation to such goals; (ii) the proposed appointment of any person to Management; (iii) Management compensation; (iv) Non-Management Officer compensation; and (v) compensation of the directors who serve on the Goldsky Board or its committees.

(b) administer the Stock Option Plan and recommend to the Goldsky Board all awards and benefits to be granted under such plan to Management and Non-Management Officers;

(c) with the assistance of Management, monitor compensation trends and recommend to the Goldsky Board compensation policies and plans for the Company; and

(d) review the Company's disclosure related to executive compensation disclosure and the Stock Option Plan;

In carrying out its duties, the Remuneration and Corporate Governance Committee may engage outside consultants to aid in its review of the Company's compensation program and policies.

The Goldsky Board, as a whole and based on the recommendations of the Remuneration and Corporate Governance Committee, aims to ensure that total compensation paid to Management, Non-Management Officers and directors is fair and reasonable. The Goldsky Board relies on the experience of its members as officers and directors with other junior mining companies in assessing compensation levels based on the recommendations provided by the Remuneration and Corporate Governance Committee. No director or member of Management (including the Named Executive Officers (as hereinafter defined)) is permitted to purchase financial instruments that are designed to hedge or offset a decrease in the market value of the Company's equity securities held directly or indirectly.

Analysis of Elements

Base compensation is used to provide the Management and Non-Management Officers a set amount of money during the year with the expectation that each such person will perform his or her responsibilities to the best of his or her ability and in the best interests of the Company. The Company considers the granting of equity based awards to be a significant component of executive compensation as it allows the Company to reward members of Management and Non-Management Officers' efforts to increase value for Goldsky Shareholders without requiring the Company to use cash from its treasury. Historically, stock options have been generally awarded to directors, officers, consultants, and employees periodically at the discretion of the Goldsky Board, on recommendation from the Remuneration and Corporate Governance Committee. The terms and conditions of the Company's stock option grants, including vesting provisions and exercise prices, are governed by the terms of the Company's current stock option plan, which was most recently approved by Goldsky Shareholders at the annual general and special meeting held on June 25, 2025 (the "**Stock Option Plan**").

At the Meeting, Goldsky Shareholders will be asked to approve the Omnibus Plan, as more particularly described under "*Particulars of Matters to be Acted Upon - Approval of 2026 Omnibus Equity Incentive Plan*". If approved by Goldsky Shareholders at the Meeting, the Omnibus Plan will replace the Stock Option Plan, and no further awards will be made under the Stock Option Plan after the effective date of the Omnibus Plan. Each Goldsky Option granted under the Stock Option Plan before the effective date of the Omnibus Plan will continue to be governed by the terms and conditions of the Stock Option Plan and the instrument evidencing such grant. If the Omnibus Plan is not approved by Goldsky Shareholders at the Meeting, the Stock Option Plan will remain in place.

The Goldsky Board may, on a recommendation from the Remuneration and Corporate Governance Committee, choose to grant a cash bonus to Management and Non-Management Officers during the year at its sole discretion. The amount and timing of such bonus will depend on the needs of the Company, the amount of cash in the treasury, and the relative amounts each member of management or consultant earns in fees each month.

Long-Term Compensation and Option-Based Awards

The Company has no long-term incentive plans other than the Stock Option Plan. The Company's directors, officers, employees and consultants are entitled to participate in the Stock Option Plan. The Stock Option Plan is designed to encourage share ownership and entrepreneurship on the part of senior management, employees and other consultants. The Goldsky Board believes that the Stock Option Plan aligns the interests of Management, Non-Management Officers and the Goldsky Board with Goldsky Shareholders by linking a component of executive compensation to the longer-term performance of the Goldsky Shares.

If approved by Goldsky Shareholders at the Meeting, the Omnibus Plan will become the Company's long-term equity incentive plan and will permit the grant of options ("**Options**"), restricted share units ("**RSUs**"), deferred share units ("**DSUs**") and performance share units ("**PSUs**"), subject to the terms of the Omnibus Plan and the policies of the TSXV.

Options to purchase Goldsky Shares under the terms of the Stock Option Plan (each, a "**Goldsky Option**") are granted by the Goldsky Board, on recommendations from the Remuneration and Corporate Governance Committee. In monitoring or adjusting the Goldsky Option allotments, the Remuneration and Corporate Governance Committee takes into account its own observations on individual performance (where possible) and its assessment of individual contribution to shareholder value, previous Goldsky Option grants and the objectives set for Management, Non-Management Officers and the Goldsky Board. In addition to determining the number of Goldsky Options to be granted pursuant to the methodology outlined above, the Remuneration and Corporate Governance Committee, on behalf of the Goldsky Board, also makes the following determinations:

- the parties who are entitled to participate in the Stock Option Plan;
- the exercise price of each Goldsky Option granted;
- the date on which each Goldsky Option is granted;
- the vesting period, if any, for each Goldsky Option;
- the other material terms and conditions of each Goldsky Option grant; and
- any re-pricing, cancellation, or amendment to a Goldsky Option grant.

The Remuneration and Corporate Governance Committee makes these determinations subject to and in accordance with the provisions of the Stock Option Plan. The Goldsky Board reviews and approves grants of Goldsky Options periodically during the financial year based on the recommendations of the Remuneration and Corporate Governance Committee.

Pursuant to the Stock Option Plan, the Goldsky Board may grant Goldsky Options to directors, officers, employees and consultants as incentives. The number of Goldsky Options awarded to a recipient is determined by their position and their potential future contributions to Goldsky. The exercise price of Goldsky Options is determined by the Goldsky Board, on recommendation from the Remuneration and Corporate Governance Committee, but will in no event be less than the closing trading price of the Goldsky Shares on the TSX Venture Exchange (the "**TSXV**") on the day before a Goldsky Option is granted.

The executive officers and Goldsky Board refer to the Remuneration and Corporate Governance Committee with respect to setting or amending any equity incentive plans under which share-based or option-based awards are granted, including the Stock Option Plan. The Remuneration and Corporate Governance Committee carries out these responsibilities in accordance with the Remuneration and Corporate Governance Committee Charter.

Summary of Compensation

For the purposes of this Circular, "**Named Executive Officer**" means each of the following individuals:

(a) the chief executive officer ("**CEO**") of the Company during any part of the most recently completed financial year;

(b) the chief financial officer ("**CFO**") of the Company during any part of the most recently completed financial year;

(c) the most highly compensated executive officer, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for the year ended December 31, 2025; and

(d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was neither an executive officer, nor acting in a similar capacity, on December 31, 2025.

Compensation Excluding Compensation Securities

During the financial year ended December 31, 2025, the Company had five Named Executive Officers: Russell Bradford, CEO, Rakesh Malhotra, CFO, Taj Singh, the former President and CEO (Taj Singh resigned as President on January 15, 2025 and was replaced by Adam Cegielski and resigned as CEO on September 15, 2025 and was replaced by Russell Bradford), Ross Wilmot, the former CFO (Ross Wilmot resigned on May 1, 2025 and was replaced by Rakesh Malhotra), and Adam Cegielski, the former Chief Development Officer ("CDO") and President (Adam Cegielski resigned as CDO on January 15, 2025 and President on December 15, 2025). The following table sets forth all direct and indirect compensation for, or in connection with, services provided to the Company and its subsidiaries for the year ended December 31, 2025. Additional information about the Company in prior years is available on its SEDAR+ profile at www.sedarplus.ca.

Table of Compensation Excluding Compensation Securities

Name and Principal Position	Year	Salary or Consulting Fee ($)	Bonus ($)	Committee Fees ($)	Value of Perquisites ($)	Value of All Other Compensation ($)	Total Compensation ($)
Russell Bradford[2,11] CEO and Director	2025	339,505	131,234	N/A	Nil	396,343[4]	867,082
Rakesh Malhotra[6] CFO	2025	211,173	84,600	N/A	Nil	12,353	308,126
Taj Singh[1,2,11] Former President, CEO and Director	2025 2024	252,016 216,733	185,000 130,000	N/A N/A	Nil Nil	1,500,000[3] Nil	1,937,016 346,733
Adam Cegielski[1,8,10,11] Former CDO, President and Director	2025 2024	210,227 154,345	185,000 130,000	N/A N/A	Nil Nil	1,250,000[9] Nil	1,645,227 284,345
Ross Wilmot[5,6] Former CFO and Director	2025 2024	11,700 140,000	Nil Nil	N/A N/A	Nil Nil	Nil Nil	11,700 140,400
Marc Legault Director	2025 2024	Nil Nil	Nil Nil	20,000 N/A	Nil Nil	Nil Nil	20,000 Nil
Jeffrey Couch Director	2025 2024	Nil Nil	Nil Nil	20,000 N/A	Nil Nil	Nil Nil	20,000 Nil
Peter Breese[11] Director	2025	Nil	Nil	N/A	Nil	Nil	Nil
Karilyn Farmer[11] Director	2025	Nil	Nil	N/A	Nil	Nil	Nil
Gary Cope[7] Former Director	2025 2024	Nil Nil	Nil Nil	N/A N/A	Nil Nil	Nil Nil	Nil Nil
Toby Pierce[11] Former Director	2025 2024	Nil Nil	Nil Nil	30,000 N/A	Nil Nil	Nil Nil	30,000 Nil
Henrik Lundin[5,11] Former Director	2025 2024	Nil Nil	Nil Nil	20,000 N/A	Nil Nil	Nil Nil	20,000 Nil
Brendan Cahill[10,11] Former Director	2025 2024	Nil Nil	Nil Nil	20,000 N/A	Nil Nil	Nil Nil	20,000 Nil

Notes:

1) Taj Singh resigned as President and was replaced by Adam Cegielski on January 15, 2025. Adam Cegielski resigned as President on December 15, 2025

2) Taj Singh resigned as CEO and was replaced by Russell Bradford on September 15, 2025

3) Included in Value of all other compensation is the settlement amount of $1,500,000; the Company became obligated to pay to the prior CEO for stepping down in September 2025. This liability was settled, wherein the Company paid $500,000 and issued 657,894 common shares valued at $1,000,000
4) Included in Value of all other compensation is the issuance of 213,088 common shares to the incoming CEO valued at $396,343
5) Ross Wilmot resigned as Director and was replaced by Henrik Lundin on January 20, 2025
6) Ross Wilmot resigned as CFO and was replaced by Rakesh Malhotra on May 1, 2025
7) Gary Cope resigned as Director on May 1, 2025
8) Adam Cegielski resigned as CDO on January 15, 2025
9) Included in Value of all other compensation is the settlement amount of $1,250,000; the Company became obligated to pay for stepping down in December 2025. This liability was settled, wherein the Company paid $250,000 during the year ended December 31, 2025, and issued 657,894 common shares valued at $1,000,000 subsequent to year end
10) Adam Cegielski and Brendan Cahill were appointed as Directors on June 25, 2025
11) In connection with closing of the arrangement involving Goldsky and Mawson Finland Limited ("**Mawson**"), Taj Singh, Toby Pierce, Henrik Lundin, Adam Cegielski and Brendan Cahill all resigned as Directors, and they were replaced by Peter Breese, Noora Ahola, Karilyn Farmer and Russell Bradford.

The table below sets out the annual retainers paid to the directors approved during the year ended December 31, 2025, no director fees were paid in 2024. Directors do not receive meeting attendance or travel fees.

	Retainers payable for the year ending December 31, 2025 (CDN)
Annual Chairman of the Board retainer	$60,000
Annual Non-Executive Board of Directors retainer	$40,000

INCENTIVE PLAN AWARDS

Stock Options and Other Compensation Securities

The following table discloses the particulars of all compensation securities granted or issued to each director and each Named Executive Officer during the year ended December 31, 2025. All Goldsky Options granted to directors or Named Executive Officers are non-transferrable and vest immediately upon granting, unless otherwise disclosed.

Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of underlying securities, and percentage of class (#)	Date of Issue or Grant	Issue, Conversion or Exercise Price ($)	Closing price of security or underlying security on date of grant ($)	Closing price of security or underlying security at year end ($)	Expiry Date
Taj Singh[1,6] Former CEO and Director	Stock Options	375,000 4.3%	7-Jan-25	1.56	1.54	2.10	7-Jan-30
Adam Cegielski[2,6] Former CDO, President and Director	Stock Options	312,500 3.6%	7-Jan-25	1.56	1.54	2.10	7-Jan-30
Gary Cope[3] Former Director	Stock Options	150,000 1.7%	7-Jan-25	1.56	1.54	2.10	7-Jan-30
Toby Pierce[6] Former Director	Stock Options	150,000 1.7%	7-Jan-25	1.56	1.54	2.10	7-Jan-30
Marc Legault Director	Stock Options	75,000 0.9%	7-Jan-25	1.56	1.54	2.10	7-Jan-30
Jeffrey Couch Director	Stock Options	75,000 0.9%	7-Jan-25	1.56	1.54	2.10	7-Jan-30

Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of underlying securities, and percentage of class (#)	Date of Issue or Grant	Issue, Conversion or Exercise Price ($)	Closing price of security or underlying security on date of grant ($)	Closing price of security or underlying security at year end ($)	Expiry Date
Rakesh Malhotra[4] CFO	Stock Options	62,500 0.7%	7-Jan-25	1.56	1.54	2.10	7-Jan-30
Ross Wilmot[5] Former CFO and Director	Stock Options	25,000 0.3%	7-Jan-25	1.56	1.54	2.10	7-Jan-30
Henrik Lundin[6] Former Director	Stock Options	250,000 2.9%	20-Jan-25	1.68	1.64	2.10	20-Jan-30
Rakesh Malhotra[4,7] CFO	Stock Options[5]	62,500 0.7%	8-Aug-25	1.60	1.42	2.10	8-Aug-30
Brendan Cahill[6,7] Former Director	Stock Options[5]	125,000 1.4%	8-Aug-25	1.60	1.42	2.10	8-Aug-30

Notes:
1) Taj Singh resigned as President on January 15, 2025, and CEO on September 15, 2025
2) Adam Cegielski resigned as CDO on January 15, 2025, and President on December 15, 2025
3) Gary Cope resigned as Director on May 1, 2025
4) Rakesh Malhotra was appointed CFO on May 1, 2025
5) Ross Wilmot resigned as Director on January 20, 2025, and CFO on May 1, 2025
6) In connection with closing of the arrangement involving Goldsky and Mawson, Taj Singh, Toby Pierce, Henrik Lundin, Adam Cegielski and Brendan Cahill all resigned as Directors, and they were replaced by Peter Breese, Noora Ahola, Karilyn Farmer and Russell Bradford
7) Options vest one-third immediately, one-third on first anniversary and one-third on second anniversary

Exercise of Compensation Securities by Directors and Named Executive Officers

The following table discloses the particulars of all Options exercised to each director and each Named Executive Officer during the year ended December 31, 2025. All amounts in the following table are on a pre-consolidation basis as the exercises all occurred prior to completion of the Company's 4-to-1 consolidation in December 2025.

Exercise of Options in 2025 by Directors and NEOs							
Name and Position	Type of Compensation Security	Number of underlying securities exercised	Exercise price per security ($)	Date of Exercise	Closing Price per security on date of Exercise ($)	Difference between exercise price and closing price on date of Exercise ($)	Total Value on Exercise Date ($)
Ross Wilmot[1]	Stock Options	300,000	0.17	10-Jan-25	0.51	0.34	102,000
Ross Wilmot[1]	Stock Options	400,000	0.20	10-Jan-25	0.51	0.31	124,000
Gary Cope[2]	Stock Options	700,000	0.17	1-May-25	0.42	0.25	175,000
Gary Cope[2]	Stock Options	400,000	0.20	1-May-25	0.42	0.22	88,000
Gary Cope[2]	Stock Options	283,435	0.39	1-May-25	0.42	0.03	8,503

Notes:
1) Ross Wilmot resigned as Director on January 20, 2025, and CFO on May 1, 2025
2) Gary Cope resigned as Director on May 1, 2025

Pension Plan Benefits

The Company does not have in place any deferred compensation plan or pension plan that provides for payments or benefits at, following, or in connection with retirement.

TERMINATION AND CHANGE OF CONTROL BENEFITS

Ross Wilmot resigned as Director on January 14, 2025, and resigned as CFO on May 1, 2025. Taj Singh resigned as President on January 15, 2025, and CEO on September 15, 2025. Adam Cegielski resigned as CDO on January 15, 2025, and as President on December 15, 2025. Rakesh Malhotra was appointed CFO on May 1, 2025, Russell Bradford was appointed CEO on September 15, 2025.

Under the terms of Rakesh Malhotra's Consulting Agreement, the Consultant is entitled to receive a special severance payment upon the occurrence of a "Change of Control." A Change of Control includes, among other events, a successful takeover bid, a change in the majority of the board not supported by management, the sale of all or substantially all of the Company's assets, the sale of a majority of the Company's outstanding common shares, a merger or other business combination resulting in a third party obtaining control of more than 50% of the voting shares of the continuing entity, or the acquisition by a person or group acting jointly or in concert of shares carrying more than 50% of the voting rights of the Company. In the event the consulting agreement is terminated due to the Consultant's death or disability, the Company is required to pay any accrued and unpaid consulting fees, prorated to the termination date, together with reimbursement of any unreimbursed expenses incurred up to the termination date.

Under the terms of Russell Bradford's Executive's employment agreement, if a change of control of the Company is followed within 180 days by an event constituting "Good Reason," the Executive may terminate employment and become entitled to accrued compensation and a severance payment equal to 18 months of base salary plus 1.5 times the average annual incentive bonus earned during the preceding two years. In such circumstances, unvested stock options would immediately vest in accordance with the applicable equity incentive plan. All employment benefits, including disability benefits, would cease as of the termination date, and the Company would have no obligation or liability to extend such benefits thereafter. Receipt of severance is conditional upon the Executive providing a full and final release to the Company, and the benefits are only available after 12 months of employment with the Company.

The following table shows the estimated compensation that would be payable assuming termination and/or Change of Control events occurred on December 31, 2025:

Name	Payment Upon Retirement, Death or Disability Termination[(1)]	Payment Upon Termination due to Change of Control Absent Event of Default[(1)(2)]	Payment Upon Termination Other than a Change of Control or an Event of Default[(1)(2)]
Rakesh Malhotra[(3)]	Nil	$310,000	$155,000
Russell Bradford[(4)]	Nil	$1,100,000	$880,000

1) This amount assumes no consulting fees accrued through to the date of termination and no expenses that have not been reimbursed.
2) These amounts do not include applicable GST.
3) Rakesh Malhotra was appointed CFO on May 1, 2025.
4) Russell Bradford was appointed CEO on September 15, 2025.

Other than as set out above, there are no compensatory plans or arrangements, with respect to any Named Executive Officer, resulting from the resignation, retirement, or any other termination of employment of the officer or from a change in control of the Company or a change of any Named Executive Officer's responsibilities following a Change of Control.

The only significant conditions of the Malhotra Agreement and the Bradford Agreement that apply to the receipt of payments or benefits are the enduring confidentiality obligations regarding confidential information, as defined in each respective agreement, and, where applicable, the signing of a mutual or full and final release. The provision for breach of the applicable clause is subject to the laws of British Columbia and the laws of Canada applicable therein. There are no other significant factors.

DIRECTOR COMPENSATION

As of the date of this Circular, the Company has six directors, three of whom are also executive officers of the Company. In December 2025, the Company approved annual fees to be paid to non-executive directors. Accordingly, non-executive directors are compensated by the Company through annual director fees for their services as directors, committee participation, and involvement in special assignments. In addition, directors may from time to time be granted options under the Stock Option Plan. If the Omnibus Plan is approved by Goldsky Shareholders at the Meeting, future equity-based awards to directors will be made under the Omnibus Plan in place of the Stock Option Plan. Any such awards will be subject to the limits, vesting provisions and other restrictions set out in the Omnibus Plan and the policies of the TSXV.

EQUITY COMPENSATION PLAN INFORMATION

The following table provides information as of December 31, 2025, regarding the number of Goldsky Shares to be issued pursuant to the Stock Option Plan. The Company does not have any equity compensation plans that have not been approved by Goldsky Shareholders. If the Omnibus Plan is approved by Goldsky Shareholders at the Meeting, the equity compensation plan information table will reflect the Omnibus Plan as the Company's equity compensation plan for future grants, together with any Goldsky Options granted under the Stock Option Plan that remain outstanding and continue to be governed by the Stock Option Plan and the instruments evidencing those grants.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders	8,638,933	$1.26	9,026,190
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	8,638,933	$1.26	9,026,190

INDEBTEDNESS TO COMPANY OF DIRECTORS, EXECUTIVE OFFICERS AND SENIOR OFFICERS

No person who is or at any time since the commencement of the Company's last completed financial year was a director, executive officer or senior officer of the Company, and no associate of any of the foregoing persons has been indebted to the Company at any time since the commencement of the Company's last completed financial year. No guarantee, support agreement, letter of credit or other similar arrangement or understanding has been provided by the Company at any time since the beginning of the most recently completed financial year with respect to any indebtedness of any such person, other than amounts not exceeding $50,000 for travel advances.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person of the Company, no proposed nominee for election as a director of the Company, and no associate or affiliate of any of these persons, has any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Company, other than as disclosed in this Circular. An "informed person" means:

(a) a director or executive officer of the Company;

(b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company;

(c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company other than voting securities held by the person or company as underwriter in the course of a distribution; and

(d) the Company if it has purchased, redeemed, or otherwise acquired any of its securities, so long as it holds any of its securities.

MANAGEMENT CONTRACTS

Management functions of the Company are substantially performed by directors or executive officers of the Company and not to any substantial degree by any other person with whom the Company has contracted, other than the following:

1. Pursuant to the shared services agreement between the Company and Belcarra Group Management Ltd. ("**Belcarra**") dated January 1, 2017 and amended January 1, 2021, a company wholly owned by a director of the Company, Belcarra provides management, administrative, office facilities and other related services including the provision of personnel as may be required by the Company from time to time, with costs allocated on a shared and proportional basis with certain other companies that have also engaged Belcarra to provide these services, including accounting services and Corporate Secretary to the Company in exchange for a variable monthly fee of the total costs incurred by Belcarra for the applicable month (the "**Belcarra Agreement**"). During the year ended December 31, 2025, Belcarra provided services to the Company, as well as to two other publicly traded companies, being Silver Viper Minerals Corp. and Orex Minerals Inc., and the cost of such services was allocated on a proportional basis among the three companies at 33.3% per company. Pursuant to the terms of the Belcarra Agreement, as amended January 1, 2021, the Company will pay Belcarra a fee of $1,000,000 in the event of a Change of Control (as such term is defined in the Belcarra Agreement) of the Company. Such fee will be due and payable on the date of the Change of Control and will be in addition to any other fees due by the Company to Belcarra under the Belcarra Agreement.

CORPORATE GOVERNANCE

The following is a summary of the Company's corporate governance disclosure required by Form 58-101F2 of National Instrument 58-101 - *Disclosure of Corporate Governance Practices*.

Goldsky Board

The Goldsky Board, at present, is composed of six directors, three of whom are executive officers of the Company and three of whom are considered to be "independent", as that term is defined in applicable securities legislation. Messrs. Marc Legault, Peter Breese, and Jeffrey Couch are considered to be independent directors. Russell Bradford, CEO, and Noora Ahola, MD, Nordics and Karilyn Farmer, SVP, Exploration and Resource Development, by reason of their respective offices, are not. In determining whether a director is independent, the Goldsky Board chiefly considers whether the director has a relationship which could, or could be perceived to, interfere with the director's ability to objectively assess the performance of management.

The Goldsky Board is responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management. Goldsky Board consideration and approval is also required for material contracts and business transactions, and all debt and equity financing transactions.

The Goldsky Board delegates to management responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on the Company's business in the ordinary course, managing the Company's cash flow, evaluating new business opportunities, recruiting staff, and complying with applicable regulatory requirements. The Goldsky Board also looks to management to furnish recommendations respecting corporate objectives, long-term strategic plans, and annual operating plans.

Directorships

Certain of the directors of the Company are also directors of other reporting issuers (or the equivalent) in a jurisdiction or a foreign jurisdiction as follows:

Name of Director	Name of Other Reporting Issuer (or Equivalent in Foreign Jurisdiction)
Marc Legault(1)	Maple Gold Mines Ltd.
Jeffrey Couch(2)	Silver Viper Minerals Corp., Lydian Ventures, Gabriel Resources
Peter Breese(3)	Aston Minerals Limited

1) Marc Legault was appointed to the Board of Directors on February 23, 2024

2) Jeffrey Couch was appointed to the Board of Directors on September 10, 2024

3) Peter Breese was appointed to the Board of Directors on December 16, 2025

Orientation and Continuing Education

The Company has not yet developed an official orientation or training program for new directors. As required, new directors will have the opportunity to become familiar with the Company by meeting with the other directors and with officers and consultants. Orientation activities will be tailored to the particular needs and experience of each director and the overall needs of the Goldsky Board.

Ethical Business Conduct

The Goldsky Board monitors the ethical conduct of the Company and ensures that it complies with applicable legal and regulatory requirements, such as those of relevant securities commissions and stock exchanges. The Goldsky Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law, as well as the restrictions placed by applicable corporate legislation on the individual director's participation in decisions of the Goldsky Board in which the director has an interest, have been sufficient to ensure that the Goldsky Board operates independently of management and in the best interests of the Company. Every quarter, the members of the Goldsky Board, as well as the Company's officers and senior management, each sign a confirmation acknowledging the Company's code of ethical conduct and the following policies implemented by the Company: (i) conflicts of interest; (ii) insider trading; and (iii) discrimination, harassment, and bullying.

Nomination of Directors

The Goldsky Board has not appointed a nominating committee because the Goldsky Board fulfills these functions. The Goldsky Board periodically reviews suggestions from existing directors regarding potential changes to the Goldsky Board.

Compensation

All compensation matters are dealt with by the Goldsky Board upon recommendations by the Remuneration and Corporate Governance Committee.

To determine compensation payable, the Remuneration and Corporate Governance Committee reviews compensation paid to directors, CEOs, and CFOs of companies of similar size and stage of development. The Remuneration and Corporate Governance Committee determines appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management, while taking into account the financial and other resources of the Company. In setting the compensation, the independent directors annually review the performance of the CEO and CFO in light of the Company's objectives and consider other factors that may have impacted the success of the Company in achieving its objectives.

In terms of specific experience of the Remuneration and Corporate Governance Committee relevant to the determination of executive compensation, Marc Legault has over 45 years of experience in the minerals industry; Peter Breese is a seasoned mining executive with over 35 years of mining experience, and Jeffrey Couch is a capital markets executive with deep experience in natural resources and emerging markets.

The Company is a small junior resource company with limited financial resources. The compensation program for senior management of the Company is designed within this context with a view that the level and form of compensation achieves certain objectives including attracting and retaining qualified executives, motivating the short and long-term performance of the executives, and aligning the interests of the executives with those of the Goldsky Shareholders.

The Remuneration and Corporate Governance Committee may seek independent compensation advice where appropriate from external consultants in order to assist it in assessing executive remuneration levels and aligning directors and executive remuneration packages with comparable market compensation. The Remuneration and Corporate Governance Committee has not yet engaged such external advice.

Committees of the Goldsky Board

The Goldsky Board has appointed an Audit Committee, and a Remuneration and Corporate Governance Committee, the members of which are as follows:

Audit Committee	**Remuneration and Corporate Governance Committee**
Marc Legault, Chair* Peter Breese* Jeffrey Couch*	Jeffrey Couch, Chair* Marc Legault* Peter Breese*

*Independent

A description of the function of the Audit Committee can be found in this Circular under the section entitled "Audit Committee". A description of the function of the Remuneration and Corporate Governance Committee can be found in this Circular under the section entitled "Executive Compensation - Compensation Discussion and Analysis".

Assessments

The Goldsky Board has not, as yet, adopted formal procedures for assessing the effectiveness of the Goldsky Board, its committees or individual directors, other than the reviews to be completed by the Remuneration and Corporate Governance Committee from time to time. The relatively small size of the Company enables the Goldsky Board to satisfy itself that individual directors are performing effectively. As the Company grows, the Goldsky Board will consider adopting further formal procedures for evaluating director and committee performance.

AUDIT COMMITTEE

As at the date of this Circular, the Audit Committee is composed of Marc Legault, Peter Breese and Jeffrey Couch. Each of Messrs. Legault, Breese and Couch are independent, and all of the members of the Audit Committee are "financially literate". Under this heading, the Company is including the disclosure required by Form 52-110F2 of NI 52-110. The text of the Audit Committee Charter is attached in Appendix A.

The Goldsky Board and management will ensure that the Audit Committee has adequate funding to fulfill its duties and responsibilities.

Relevant Education and Experience

Member	Independent/ Not Independent[1]	Financially Literate/ Not Financially Literate[1]	Relevant Education and Experience
Marc Legault[2]	Independent	Financially Literate	Marc Legault has over 45 years of experience in the minerals industry, specifically in gold and base metal exploration, mining, project evaluation and business development as a geologist, engineer and mining company executive. He graduated from Queen's University with a B.A.Sc. in geological engineering and from Carleton University with an M.Sc. in geology.
Peter Breese[3]	Independent	Financially Literate	Mr. Breese is a seasoned mining executive with over 35 years of mining experience, specializing in project development and operations management. Mr. Breese was President & CEO of Asanko Gold Inc. (now Galiano Gold Inc.), where he oversaw the financing, construction, and commissioning of the Asanko Gold Mine in Ghana, successfully delivering the project on time and within budget. Prior to this, Mr. Breese was CEO of Mantra Resources Limited, which was acquired by Russia's state-owned nuclear energy corporation, JSC Atomredmetzoloto (ARMZ) for approximately A$1.2 billion. He also served as CEO of Norilsk Nickel International, following its acquisition of LionOre Mining International Ltd. for C$6.8 billion, where he was Chief Operating Officer.
Jeffrey Couch[3]	Independent	Financially Literate	Based in London, Mr. Couch is a capital markets executive with deep experience in natural resources and emerging markets. He is CEO of Lydian Canada Ventures Corporation and Alufer Mining Limited, both part of a global private equity firm managing several billions in assets. For 10 years he was Head of Investment Banking at BMO Capital Markets, Europe and he also held senior roles at Credit Suisse and Citigroup. He has substantial board experience on the Toronto and London Stock Exchanges and holds degrees in business and law.

1) As defined in NI 52-110.

2) Marc Legault was appointed on February 23, 2024.

3) Peter Breese and Jeffrey Couch were appointed on December 16, 2025, and March 24, 2026, respectively.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, the Goldsky Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

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

Under s. 5 (b)(c) and (d) of Form 52-110F2, the Company has not relied on any of the following exemptions:

(b) the exemption in subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*),

(c) the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*),

(d) the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*).

Pre-Approval Policies and Procedures

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

External Auditor Service Fees (By Category)

Audit Fees

The aggregate fees billed by the Company's external auditor for the financial year ended December 31, 2025, for audit and assurance and related services were approximately $84,000 (2024 - $55,000).

Audit-Related Fees

The aggregate fees billed by the Company's external auditor for the financial year ended December 31, 2025, for audit related services were $30,000 (2024 – 25,000).

Tax Fees

The aggregate fees billed for tax compliance, tax advice, and tax planning services by the Company's external auditor for the financial year ended December 31, 2025, were Nil (2024 – Nil).

All Other Fees

The aggregate fees billed by the Company's external auditor for the financial year ended December 31, 2025, for review of unaudited interim financial statements, compilation of consolidated financial statements, and related services were $15,000 (2024 – $11,000).

Exemption

The Company is relying on the exemption provided in Section 6.1 of NI 52-110 by virtue of the fact that it is a venture issuer. Section 6.1 exempts the Company from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110 and allows for the short form of disclosure of audit committee procedures set out in Form 52-110F2 *Disclosure by Venture Issuers* and disclosed in this Circular.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Number of Directors

Under the Company's articles, the number of directors may be fixed or changed from time to time by ordinary resolution but must not be fewer than three. Management intends to propose for adoption an ordinary resolution that the number of directors of the Company be fixed at six (6), subject to such increase as may be permitted by the articles of the Company. In connection with Goldsky Shareholder approval for setting the number of directors of the Company, management will place the following proposed resolution before the Goldsky Shareholders at the Meeting for their consideration:

> "**BE IT RESOLVED**, as an ordinary resolution, that the number of directors of the Company be set at six."

The persons named in the accompanying proxy instrument (if named and absent contrary directions) intend to vote the shares represented thereby **FOR** the resolution fixing the number of directors of the Company at six.

2. Election of Directors

Directors are elected for a term of one year. The term of office of each of the nominees proposed for election as a director will expire at the Meeting, and each of them, if elected, will serve until the close of the next annual general and special meeting, unless he resigns or otherwise vacates office before that time.

Nominations and Voting

Unless you provide other instructions, the enclosed proxy will be voted for the nominees listed below, all of whom are presently members of the Goldsky Board. Management does not expect that any of the nominees will be unable to serve as a director. If before the Meeting any vacancies occur in the list of nominees listed below, the person named in the proxy will exercise his or her discretionary authority to vote the Goldsky Shares represented by the proxy for the election of any other person or persons as directors.

The articles of the Company include rules regarding the requirement for advance notice for the nomination of directors (the "**Advance Notice Provisions**"). The purpose of the Advance Notice Provisions is to provide Goldsky Shareholders, directors and management of the Company with direction on the procedure for shareholder nomination of directors. Pursuant to the Advance Notice Provisions, Goldsky Shareholders can nominate individuals to become eligible for election to the Goldsky Board (each, a "**Proposed Nominee**") by submitting a written notice, accompanied by a duly signed consent of the Proposed Nominee to stand for election and to act as a director if elected, to the secretary of Goldsky (by physical delivery, facsimile or email) at the Company's principal executive offices within the following timelines: (i) in the case of an annual meeting of shareholders, not less than 30 days or more than 65 days prior to the date of such annual meeting; provided, however, that in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made (the "**Meeting Notice Date**"), no later than the close of business on the 10th day following the Meeting Notice Date; and (ii) in the case of a special meeting of shareholders (which is not also an annual meeting) called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which public announcement of the date of such special meeting is first made.

The written notice must set out: (a) for each Proposed Nominee: (i) their name, address, and principal occupation for the last five years; (ii) the number of Goldsky Shares he or she owns or controls; (iii) a statement regarding their independence, pursuant to NI 52-110; and (iv) any other information that would be required in a dissident proxy circular; and (b) for each nominating Goldsky Shareholder, any information about such shareholder equivalent to what is required in a dissident proxy circular, including the number of Goldsky Shares he, she or it owns or controls.

The Chairman of the Meeting, in his or her sole discretion, shall have the power and duty to determine whether a nomination was made in accordance with the Advance Notice Provisions and may determine that notices and consent above be accepted in person at the Meeting for nomination of a Proposed Nominee.

Management Nominees

Management proposes to nominate the persons named in the table below for election as director. The information concerning the proposed nominees has been furnished by each of them as of the date of this Circular:

Name, Jurisdiction of Residence, and Present Office Held	Director Since	Number of Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction Is Exercised	Principal Occupation During the Past Five Years
Marc Legault[1,2] Director QC, Canada	Feb 23, 2024	Direct: 62,500	Board Director of Maple Gold Mines Ltd. effective August 31, 2025; Senior Vice-President at Agnico Eagle Mines (senior gold producer) from February 2012 to April 2022.
Jeffrey Couch[1,2] Director United Kingdom	Sept 10, 2024	Nil	Acting CEO of Lydian Canada Ventures Corporation (mid-tier mining) since 2020 and Alufer Mining Limited (mid-tier mining) since 2021.
Peter Breese[1,2] Director, Non-Executive Chairman South Africa	Dec 16, 2025	Direct: 33,000	Director and co-owner of Executive Mining Group Ltd; Chairman of Aston Minerals Limited (ASX, junior mining).

Name, Jurisdiction of Residence, and Present Office Held	Director Since	Number of Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction Is Exercised	Principal Occupation During the Past Five Years
Russell Bradford[(3)] Director, Chief Executive Officer United Kingdom	Dec 16, 2025	Direct: 918,225	CEO and Director of the Company since September 2025, Managing Director at Aston Minerals Limited (ASX, junior mining) from 2023 to 2025; Partner at Lionhead Resources (private equity) from 2020 to 2023.
Noora Ahola[(4)] Director, MD, Nordics Finland	Dec 16, 2025	Direct: 26,325	President, Chief Executive Officer and Director of Mawson Finland Limited since December 2023; Chief Executive Officer of Mawson Gold Ltd. from March 2023 to December 2023; Managing Director and Chief Executive Officer of Mawson Oy from September 2019 to December 2023; Director of Mawson Gold Ltd., from September 2016 to December 2024.
Karilyn Farmer[(5)] Director, SVP, Exploration and Resource Development France	Dec 16, 2025	Nil	Practice Expert at McKinsey & Company since March 2017.

1) Denotes a member of the Audit Committee

2) Denotes a member of the Remuneration and Corporate Governance Committee

3) Russell Bradford was appointed CEO on September 15, 2025

4) Noora Ahola was appointed Managing Director, Nordics on December 16, 2025

5) Karilyn Farmer was appointed SVP, Exploration and Resource Development on April 21, 2026

No proposed director is or has been, within the past 10 years, a director or executive officer of any company that, while that person was acting in that capacity:

(a) 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;

(b) was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being 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.

No proposed director of the Company is or has been, within the past 10 years, a director or executive officer of any company that, while that person was acting in that capacity or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager, or trustee appointed to hold its assets. No proposed director of the Company has, within the past 10 years, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager, or trustee appointed to hold the assets of the proposed director.

No proposed director has been subject to any penalties or sanction imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

3. Appointment of Auditor

Unless otherwise instructed, the proxies solicited by management will be voted for the appointment of Davidson & Company LLP, Chartered Professional Accountants, of 1200 – 609 Granville Street, Vancouver, British Columbia, as the Company's auditor to hold office until the next annual general and special meeting. We propose that the Goldsky Board be authorized to fix the remuneration to be paid to the auditor. Davidson & Company LLP was first appointed the Company's auditor by the Goldsky Board in February 2013.

The Audit Committee recommends the appointment of Davidson & Company LLP, Chartered Professional Accountants, of Vancouver, British Columbia, as the Company's auditor to hold office until the Company's next annual general and special meeting.

The persons named in the accompanying proxy instrument (if named and absent contrary directions) intend to vote the shares represented thereby **FOR** the resolution appointing the auditor of the Company.

4. Approval of 2026 Omnibus Equity Incentive Plan

The only equity compensation plan which Goldsky currently has in place is the Stock Option Plan, which was most recently approved by Goldsky Shareholders at the annual general and special meeting held on June 25, 2025. The Goldsky Board approved and adopted the 2026 Omnibus Equity Incentive Plan (the "**Omnibus Plan**") on June 5, 2026. The Omnibus Plan has been accepted by the TSXV, subject to receipt of Goldsky Shareholder approval at the Meeting.

The Omnibus Plan will replace the Stock Option Plan and provide Goldsky with additional flexibility to grant equity-based incentive awards to eligible directors, officers, employees, management company employees and consultants of Goldsky and its subsidiaries. The Omnibus Plan is intended to provide Goldsky and its subsidiaries with a share-related mechanism to encourage, attract, retain and motivate qualified directors, officers, employees and consultants, reward such persons for their contributions toward Goldsky's long-term goals and success, and enable and encourage such persons to acquire Goldsky Shares as long-term investments and proprietary interests in Goldsky.

The Omnibus Plan provides for the grant of Options, RSUs, DSUs and PSUs (collectively, the "**Awards**"). The Omnibus Plan has been prepared having regard to TSXV Policy 4.4 - Security Based Compensation ("**TSXV Policy 4.4**").

If the Omnibus Plan is approved by Goldsky Shareholders at the Meeting, no further awards will be made under the Stock Option Plan after the effective date of the Omnibus Plan. Each Goldsky Option granted under the Stock Option Plan before the effective date of the Omnibus Plan will continue to be governed by the terms and conditions of the Stock Option Plan and the instrument evidencing such grant. If the Omnibus Plan is not approved by Goldsky Shareholders at the Meeting, the Stock Option Plan will remain in place.

The Omnibus Plan is a rolling security based compensation plan under TSXV Policy 4.4 because the maximum number of Goldsky Shares issuable under the Omnibus Plan and all other share compensation arrangements of Goldsky is limited to 10% of the issued and outstanding Goldsky Shares at the time of grant. For so long as the Omnibus Plan remains a "rolling" security based compensation plan under TSXV Policy 4.4, Goldsky must obtain Goldsky Shareholder approval of the Omnibus Plan annually in accordance with TSXV Policy 4.4. If Goldsky does not obtain such annual approval within the time required by TSXV Policy 4.4, Goldsky may not grant or issue further Awards under the Omnibus Plan until the requisite Goldsky Shareholder approval has been obtained.

Summary of Material Terms of the Omnibus Plan

The following is a summary of the material terms of the Omnibus Plan, which summary is qualified in its entirety by the full text of the Omnibus Plan attached as Appendix C to this Circular. Capitalized terms used in this summary that are not otherwise defined in the Circular are defined below or are used as defined in the Omnibus Plan.

Term	Summary
Plan Administration	The Omnibus Plan will be administered by the Goldsky Board or, if delegated by the Goldsky Board, a duly authorized committee appointed by the Goldsky Board. Subject to the Omnibus Plan, applicable law and TSXV requirements, the administrator may grant Awards, determine the terms and conditions of Awards, establish forms of award agreements or statements (each, an "**Award Agreement**"), determine whether any applicable performance goals have been achieved, and take all other actions considered necessary or advisable for the implementation and administration of the Omnibus Plan.
Eligible Participants	Awards may be granted only to directors, officers, employees, management company employees and consultants of Goldsky or its subsidiaries, and, where permitted under TSXV Policy 4.4, to an RRSP or RRIF established and controlled by a participant or to a company wholly owned by an individual participant, provided that participation is voluntary (each of the foregoing being, a "**Participant**"). For Awards granted to employees, consultants or management company employees, Goldsky and the Participant are responsible for ensuring and confirming that the Participant is a bona fide employee, consultant or management company employee, as applicable.
Types of Awards	The Omnibus Plan permits the grant of Options, RSUs, DSUs and PSUs. An Option entitles the holder to purchase a Goldsky Share at an exercise price determined under the Omnibus Plan. RSUs, DSUs and PSUs are awards denominated in units that may be settled in Goldsky Shares, cash or a combination of Goldsky Shares and cash, in each case subject to the terms of the Omnibus Plan and the applicable Award Agreement.
Shares Available for Awards	The Omnibus Plan is a rolling 10% security based compensation plan. Subject to adjustment in accordance with the Omnibus Plan, the maximum number of Goldsky Shares reserved for issuance under the Omnibus Plan and all other share compensation arrangements of Goldsky will not exceed 10% of the issued and outstanding Goldsky Shares, calculated on the date of grant of an Award. Based on 185,339,088 Goldsky Shares issued and outstanding as of the Record Date, 10% of the issued and outstanding Goldsky Shares would equal approximately 18,533,908 Goldsky Shares. The Omnibus Plan is an "evergreen" plan, meaning if an Award is exercised or settled, or is terminated, cancelled, forfeited or expires without being fully exercised or settled, the Goldsky Shares subject to such Award will again become available for grant under the Omnibus Plan, subject to the overall 10% limit.
Limits on Grants	Unless Goldsky has obtained the requisite disinterested shareholder approval in accordance with TSXV Policy 4.4: (i) the maximum aggregate number of Goldsky Shares issuable under all share compensation arrangements of Goldsky granted or issued in any 12-month period to any one person, together with companies owned or controlled by that person, must not exceed 5% of the issued and outstanding Goldsky Shares, calculated as at the date any Award is granted or issued to that person; (ii) the maximum aggregate number of Goldsky Shares issuable under share compensation arrangements of Goldsky granted or issued to insiders as a group must not exceed 10% of the issued and outstanding Goldsky Shares at any point in time; and (iii) the maximum aggregate number of Goldsky Shares issuable under all share compensation arrangements of Goldsky granted or issued in any 12-month period to insiders as a group must not exceed 10% of the issued and outstanding Goldsky Shares, calculated on the date any Award is granted to an insider. The maximum aggregate number of Goldsky Shares issuable under all share compensation arrangements of Goldsky granted or issued in any 12-month period to any one consultant must not exceed 2% of the issued and outstanding Goldsky Shares, calculated at the date any Award is granted to the consultant.

Term	Summary
Investor Relations Service Providers	Persons retained to provide Investor Relations Activities may only be granted Options under the Omnibus Plan, and the maximum aggregate number of Goldsky Shares issuable under all share compensation arrangements granted or issued in any 12-month period to all persons retained to provide Investor Relations Activities must not exceed 2% of the issued and outstanding Goldsky Shares, calculated at the date any Award is granted to any such person. Options granted to persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months, with no more than 25% vesting in any three-month period and with vesting no sooner than one-quarter after three months, one-quarter after six months, one-quarter after nine months and the final one-quarter after 12 months. The Goldsky Board must also establish appropriate procedures to monitor trading in Goldsky Shares by such persons.
Exercise Price and Term of Options	The exercise price of each Option will be determined by the administrator and specified in the applicable Award Agreement, provided that the exercise price must not be less than the Market Price of the Goldsky Shares. Each Option will expire at the time determined at the time of grant, but no Option may have a term exceeding 10 years from the date of grant, and no Option may expire more than one year following the date on which the Participant ceases to be an eligible Participant, subject to any extension in the case of a Blackout Period.
Cashless Exercise	Options may be exercised on a Cashless Exercise basis in accordance with TSXV Policy 4.4, provided that Goldsky has entered into an agreement with a brokerage firm to facilitate a Cashless Exercise. Under this mechanism, the brokerage firm loans money to a Participant to purchase the Goldsky Shares underlying the Options being exercised and then sells a sufficient number of Goldsky Shares to cover the exercise price.
Vesting of Awards	The vesting terms applicable to Options will be determined by the administrator, subject to the staged vesting requirements applicable to Options granted to persons retained to provide Investor Relations Activities. RSUs, DSUs and PSUs may not vest before the date that is one year following the date they are granted or issued, except as permitted under the Omnibus Plan in connection with death or where the Participant ceases to be an eligible Participant in connection with a Change of Control or other similar transaction.
RSUs, DSUs and PSUs	RSUs are awards denominated in units that generally vest based on the passage of time and may be settled in Goldsky Shares, cash or a combination thereof. DSUs are awards denominated in units that generally provide for deferred settlement in Goldsky Shares, cash or a combination thereof and, unless otherwise specified in the applicable Award Agreement, will be settled no earlier than the date on which the Participant ceases to be an eligible Participant under the Omnibus Plan. PSUs are awards denominated in units that generally vest based on the achievement of specified performance goals over an applicable performance period and may be settled in Goldsky Shares, cash or a combination thereof. If a PSU provides for a payout multiplier, the maximum number of Goldsky Shares that may be issued must be included when calculating the applicable Omnibus Plan limits, and Goldsky may settle in cash if insufficient Goldsky Shares are available under the Omnibus Plan.
Dividend Equivalents	Dividend Equivalents do not apply to an Award unless specifically provided for in the applicable Award Agreement. If provided for, Dividend Equivalents may be credited on RSUs, DSUs or PSUs and may be paid in cash, Goldsky Shares or additional Awards, subject to the applicable share pool and limits under the Omnibus Plan. Additional RSUs, DSUs or PSUs credited as Dividend Equivalents vest proportionately and are paid in the same manner as the Awards to which they relate.

Term	Summary
Blackout Period	If the expiry date, redemption date or settlement date of an Award would otherwise occur during a Blackout Period or within five days after the end of a Blackout Period, such date will be extended to the tenth business day following the last day of the Blackout Period, subject to the limitations in the Omnibus Plan and TSXV Policy 4.4. The automatic extension is available only where the Blackout Period is formally imposed under Goldsky's internal trading policies because of bona fide undisclosed material information, is not available where Goldsky or the Participant is subject to a cease trade order or similar order under Canadian securities laws in respect of Goldsky's securities, and is available to all eligible Participants under the Omnibus Plan on the same terms and conditions.
Termination of Employment or Services	The Omnibus Plan contains provisions addressing the treatment of Awards upon death, incapacity, disability, retirement, termination for cause and termination for any other reason. Generally, if a Participant dies, becomes incapacitated or suffers a disability resulting in termination, unvested Awards continue to vest in accordance with their terms and Awards subject to performance goals are deemed to have been satisfied upon completion of the applicable performance period, with the right to exercise or be paid for an Award generally terminating on the earliest of 12 months after the termination date and the expiry or termination of the Award. If a Participant's employment, term of office or engagement terminates for cause, vested but unexercised Options and other exercisable Awards and unvested or unpaid Awards are generally cancelled and forfeited for no consideration. For other terminations, vested but unexercised Options and other exercisable Awards generally remain exercisable until the earliest of 90 days after the termination date and the expiry or termination of the Award, while unvested or unpaid Awards are generally cancelled and forfeited for no consideration.
Change of Control	For purposes of the Omnibus Plan, a change of control includes certain acquisitions of more than 50% of the voting securities of Goldsky, certain changes in the composition of the Goldsky Board, and certain transactions under which all or substantially all of the shares or assets of Goldsky become the property of another person, subject to the exceptions and qualifications set out in the Omnibus Plan. In connection with a change of control, the Goldsky Board may, subject to the Omnibus Plan and applicable TSXV requirements, accelerate vesting, abridge or eliminate restrictions, permit Awards to be exercised or settled before the transaction, cancel Awards in exchange for a cash payment or replacement securities, or take such other action as the Goldsky Board considers appropriate in the circumstances. The vesting terms of Options granted to persons retained to provide Investor Relations Activities may not be accelerated without prior TSXV approval.
Non-Transferability	Subject to applicable law, Awards may not be assigned or transferred other than by will or by the laws of descent and distribution, to a Participant's RRSP or RRIF where the Participant is the sole beneficiary during his or her lifetime, or to a company wholly owned by an individual Participant that has complied with the requirements of TSXV Policy 4.4. Awards are generally exercisable during the Participant's lifetime only by the Participant, subject to the death and incapacity provisions of the Omnibus Plan.
Adjustments	The Omnibus Plan contains adjustment provisions that apply in the event of a share dividend, share split, combination or exchange of Goldsky Shares, merger, arrangement, reorganization, spin-off or other corporate transaction affecting Goldsky Shares or the value of Awards. Any adjustment, other than in connection with a security consolidation or security split is subject to the prior acceptance of the TSXV.

Term	Summary
Amendments	The Goldsky Board may amend, suspend or terminate the Omnibus Plan or any Award, subject to the terms of the Omnibus Plan, applicable law and TSXV requirements. Subject to applicable TSXV rules, the Goldsky Board may, without shareholder approval, make certain amendments including amendments to vesting provisions, amendments required to comply with applicable law or regulatory requirements, housekeeping amendments, amendments relating to administration, and other amendments that do not require shareholder approval under the Omnibus Plan or TSXV policies. Shareholder approval is required for amendments or Award grants that would result in or permit applicable insider, individual or plan limits to be exceeded, for any reduction in the exercise price of an Option or extension of the term of an Option if the Participant is an insider at the time of the proposed amendment, for any amendment to an Award that results in a benefit to an insider, and for other amendments requiring shareholder approval under the Omnibus Plan, applicable law or TSXV policies.
U.S. Participants	The Omnibus Plan contains certain provisions applicable to participants who are citizens or residents of the United States or otherwise “U.S. persons” under applicable U.S. securities laws (“**U.S. Participants**”), including provisions intended to address U.S. securities law requirements and, where applicable, Section 409A of the U.S. Internal Revenue Code. Options granted to U.S. Participants are not intended to qualify as incentive stock options within the meaning of Section 422 of the U.S. Internal Revenue Code and will be treated as non-statutory stock options for U.S. federal income tax purposes.
Other Plan Matters	Unless otherwise determined by the Goldsky Board, Goldsky will not offer financial assistance to any Participant in connection with the exercise of any Award granted under the Omnibus Plan. Awards and Goldsky Shares issuable under Awards are subject to applicable resale restrictions under securities laws and the Exchange Hold Period under TSXV policies, and any required legends must be affixed where applicable. Goldsky may take such steps as it considers necessary or appropriate for the withholding of taxes or other source deductions in respect of Awards. Participants are responsible for their own tax consequences and are advised to consult their own tax advisors.

Omnibus Plan Resolution

At the Meeting, Goldsky Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, the following ordinary resolution approving the Omnibus Plan (the "**Omnibus Plan Resolution**”) and all unallocated Awards, rights and entitlements thereunder:

"**BE IT RESOLVED, as an ordinary resolution, that:**

1. the 2026 Omnibus Equity Incentive Plan (the “**Omnibus Incentive Plan**”) of Goldsky Resources Corp. (the "**Company**”), substantially in the form attached as Appendix C to the management information circular of the Company dated June 5, 2026, be and is hereby authorized, approved and adopted;
2. all unallocated Awards, rights and entitlements under the Omnibus Plan be and are hereby authorized and approved;
3. the Company be authorized to grant Options, RSUs, DSUs and PSUs pursuant to the terms of the Omnibus Plan;
4. the maximum number of Goldsky Shares reserved for issuance under the Omnibus Plan, together with all Goldsky Shares reserved for issuance under any other share compensation arrangements

of the Company, shall not exceed 10% of the issued and outstanding Goldsky Shares from time to time, calculated as at the date of grant of each Award;

5. an aggregate of such number of Goldsky Shares as are issuable under Omnibus Incentive Plan (subject to adjustment or increase of such number pursuant to the provisions of the Omnibus Incentive Plan) be and are hereby reserved and allotted for issuance upon the exercise of the Awards issued under the Omnibus Incentive Plan in accordance with the terms thereof, and, when issued upon the proper exercise or settlement of the Awards, the satisfaction of the terms and conditions of the Omnibus Incentive Plan, any grant agreement and the Company's receipt of all applicable documents and consideration therefor, such Goldsky Shares shall be validly issued as fully paid and non-assessable common shares in the capital of the Company;
6. the Goldsky Board be and is hereby authorized to make such amendments to the Omnibus Plan as may be required or permitted by the TSXV or as may be permitted under the terms of the Omnibus Plan, without further approval of Goldsky Shareholders unless such approval is required by the Omnibus Plan, the TSXV or applicable law;
7. the Goldsky Board be and is hereby authorized, in its discretion, not to proceed with the Omnibus Plan or to revoke this resolution at any time before it is acted upon, without further approval of Goldsky Shareholders; and
8. any one director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and instruments and to do all such other acts and things as such director or officer may determine to be necessary or desirable to give full effect to this resolution."

In order to be effective, the Omnibus Plan Resolution must be approved by the affirmative vote of a majority of more than 50% of the votes cast by Goldsky Shareholders present in person or represented by proxy and entitled to vote at the Meeting. The Goldsky Board recommends that Goldsky Shareholders vote **FOR** the Omnibus Plan Resolution and all unallocated Awards, rights and entitlements thereunder.

Unless a Goldsky Shareholder has specified in the enclosed form of proxy that the Goldsky Shares represented by such proxy are to be voted against the Omnibus Plan Resolution, the persons designated by management in the enclosed form of proxy intend to vote **FOR** the Omnibus Plan Resolution.

OTHER MATTERS

Management does not know of any other matters to come before the Meeting other than those referred to in the Notice of Meeting and further described in this Circular. Should any other matters properly come before the Meeting, the Goldsky Shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting the proxy.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on its SEDAR+ profile at www.sedarplus.com. Goldsky Shareholders may contact the Company at 604-687-8566 to request copies of the Company's financial statements and MD&A be mailed to them.

Financial information is provided in the Company's comparative annual financial statements and MD&A for its most recently completed financial year ended December 31, 2025, which are filed on SEDAR+.

DATED this 5th day of June 2026

ON BEHALF OF THE GOLDSKY BOARD

/s/ "Russell Bradford"
CEO and Director

APPENDIX A
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 Goldsky Resources Corp. ("**Goldsky**").

1.0 Purpose

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to (a) financial reporting and disclosure requirements; (b) ensuring that an effective risk management and financial control framework has been implemented and tested by management of Goldsky; and (c) external and internal audit processes.

2.0 Composition and Membership

(a) The Board will appoint the members ("**Members**") of the Committee. The Members will be appointed to hold office until the next annual general meeting of shareholders of Goldsky or until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will automatically cease to be a Member upon ceasing to be a director.

(b) The Committee will consist of at least three directors. Each Member will meet the criteria for independence and financial literacy established by applicable laws and the rules of any stock exchanges upon which Goldsky's securities are listed, including National Instrument 52-110 — Audit Committees. In addition, each director will be free of any relationship which could, in the view of the Board, reasonably interfere with the exercise of a Member's independent judgment.

(c) The Board will appoint one of the Members to act as the chairman of the Committee (the "**Chairman**"). The secretary of Goldsky (the "**Secretary**") will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. If the Secretary is not in attendance at any meeting, the Committee will appoint another person who may, but need not, be a Member to act as the secretary of that meeting.

3.0 Meetings

(a) Meetings of the Committee will be held at such times and places as the Chairman may determine, but in any event not less than four (4) times per year. Twenty-four (24) hours advance notice of each meeting will be given to each Member orally, by telephone, by facsimile or email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by telephone.

(b) At the request of the external auditors of Goldsky, the Chief Executive Officer or the Chief Financial Officer of Goldsky or any Member, the Chairman will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.

(c) The Chairman, if present, will act as the chairman of meetings of the Committee. If the Chairman is not present at a meeting of the Committee the Members in attendance may select one of their number to act as chairman of the meeting.

(d) A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chairman will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolutions signed by all Members.

(e) The Committee may invite from time to time such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee will meet in camera without members of management in attendance for a portion of each meeting of the Committee.

(f) In advance of every regular meeting of the Committee, the Chairman, with the assistance of the Secretary, will prepare and distribute to the Members and others as deemed appropriate by the Chairman, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of Goldsky to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

4.0 Duties and Responsibilities

The duties and responsibilities of the Committee as they relate to the following matters, are as follows:

4.1 Financial Reporting and Disclosure

(a) review and recommend to the Board for approval, the audited annual financial statements, including the auditors' report thereon, the quarterly financial statements, management discussion and analysis, financial reports, and any guidance with respect to earnings per share to be given, prior to the public disclosure of such information, with such documents to indicate whether such information has been reviewed by the Board or the Committee;

(b) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual report to shareholders, management proxy circular, material change disclosures of a financial nature and similar disclosure documents prior to the public disclosure of such information;

(c) review with management of Goldsky, and with external auditors, significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("**IFRS**"), with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly Goldsky's financial position and the results of its operations in accordance with IFRS, as applicable;

(d) seek to ensure that adequate procedures are in place for the review of Goldsky's public disclosure of financial information extracted or derived from Goldsky's financial statements, periodically assess the adequacy of those procedures and recommend any proposed changes to the Board for consideration;

(e) review the minutes from each meeting of the disclosure committee, established pursuant to Goldsky's corporate disclosure policy, since the last meeting of the Committee;

4.2 Internal Controls and Audit

(a) review the adequacy and effectiveness of Goldsky's system of internal control and management information systems through discussions with management and the external auditor to ensure that Goldsky maintains: (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect Goldsky's transactions; (ii) effective internal control systems; and (iii) adequate processes for assessing the risk of material misstatement of the financial statement and for detecting control weaknesses or fraud. From time to time the Committee shall assess whether it is necessary or desirable to establish a formal internal audit department having regard to the size and stage of development of Goldsky at any particular time;

(b) satisfy itself that management has established adequate procedures for the review of Goldsky's disclosure of financial information extracted or derived directly from Goldsky's financial statements;

(c) satisfy itself, through discussions with management, that the adequacy of internal controls, systems and procedures has been periodically assessed in order to ensure compliance with regulatory requirements and recommendations;

(d) review and discuss Goldsky's major financial risk exposures and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities;

(e) review, and in the Committee's discretion make recommendations to the Board regarding, the adequacy of Goldsky's risk management policies and procedures with regard to identification of Goldsky's principal risks and implementation of appropriate systems to manage such risks including an assessment of the adequacy of insurance coverage maintained by Goldsky;

(f) recommend the appointment, or if necessary, the dismissal of the head of Goldsky's internal audit process;

4.3 External Audit

(a) recommend to the Board a firm of external auditors to be nominated for appointment as the external auditor of Goldsky;

(b) ensure the external auditors report directly to the Committee on a regular basis;

(c) review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards;

(d) review and recommend to the Board the fee, scope and timing of the audit and other related services rendered by the external auditors;

(e) review the audit plan of the external auditors prior to the commencement of the audit;

(f) establish and maintain a direct line of communication with Goldsky's external and internal auditors;

(g) meet in camera with only the auditors, with only management, and with only the members of the Committee at every Committee meeting where, and to the extent that, such parties are present;

(h) oversee the performance of the external auditors who are accountable to the Committee and the Board as representatives of the shareholders, including the lead partner of the independent auditors team;

(i) oversee the work of the external auditors appointed by the shareholders of Goldsky with respect to preparing and issuing an audit report or performing other audit, review or attest services for Goldsky, including the resolution of issues between management of Goldsky and the external auditors regarding financial disclosure;

(j) review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used, any alternative treatments of financial information that have been discussed with management of Goldsky, the ramifications of their use as well as any other material changes.

(k) review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;

(l) discuss with the external auditors their perception of Goldsky's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review and availability of records, data and other requested information and any recommendations with respect thereto;

(m) discuss with the external auditors their perception of Goldsky's identification and management of risks, including the adequacy or effectiveness of policies and procedures implemented to mitigate such risks;

(n) review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board;

(o) review annually a report from the external auditors in respect of their internal quality control procedures, any material issues raised by the most recent internal quality control review, or peer review of the external auditors, 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 external auditors, and any steps taken to deal with any such issues;

4.4 Associated Responsibilities

(a) monitor and periodically review Goldsky's Whistleblower Policy and associated procedures for:

  (i) the receipt, retention and treatment of complaints received by Goldsky regarding accounting, internal accounting controls or auditing matters;

  (ii) the confidential, anonymous submission by directors, officers and employees of Goldsky of concerns regarding questionable accounting or auditing matters;

  (iii) any violations of any applicable law, rule or regulation that relates to corporate reporting and disclosure, or violations of Goldsky's *Code of Business Conduct & Ethics*; and

(b) review and approve Goldsky's hiring policies regarding employees and partners, and former employees and partners, of the present and former external auditors of Goldsky; and

4.5 Non-Audit Services

(a) pre-approve all non-audit services to be provided to Goldsky or any subsidiary entities by its external auditors or by the external auditors of such subsidiary entities. The Committee may delegate to one or more of its members the authority to pre-approve non-audit services but pre-approval by such member or members so delegated shall be presented to the full Committee at its first scheduled meeting following such pre-approval.

5.0 Oversight Function

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that Goldsky's financial statements are complete and accurate or comply with IFRS and other applicable requirements. These are the responsibilities of management and the external auditors. The Committee, the Chairman and any Members identified as having accounting or related financial expertise are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of Goldsky, and are specifically not accountable or responsible for the day-to-day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of Goldsky's financial information or public disclosure.

6.0 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 for inclusion in the Annual Information Form, as applicable. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

7.0 Access to Information and Authority

The Committee will be granted unrestricted access to all information regarding Goldsky that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by Members. The Committee has the authority to retain, at Goldsky's expense, independent legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board. The Committee also has the authority to communicate directly with internal and external auditors.

8.0 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.

APPENDIX B
REMUNERATION AND CORPORATE GOVERNANCE CHARTER

This charter (the "**Charter**") sets forth the purpose, composition, responsibilities and authority of the Remuneration and Corporate Governance Committee (the "**Committee**") of the Board of Directors (the "**Board**") of Goldsky Resources Corp. ("**Goldsky**").

1.0 Purpose

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

(a) the establishment of key human resources and compensation policies, including all incentive and equity-based compensation plans;

(b) the performance evaluation of the Chief Executive Officer and the Chief Financial Officer, and determination of the compensation for the Chief Executive Officer, the Chief Financial Officer and other senior executives of Goldsky;

(c) the establishment of policies and procedures designed to identify and mitigate risks associated with Goldsky's compensation policies and practices;

(d) administering Goldsky's compensation plans for senior management and the Board, including any equity incentive plans and other compensation plans or structures that may be adopted by Goldsky from time-to-time;

(e) succession planning, including the appointment, training and evaluation of senior management;

(f) compensation of directors;

(g) developing corporate governance guidelines and principles for Goldsky;

(h) identifying individuals qualified to be nominated as members of the Board;

(i) recommending director nominees for each annual meeting of Goldsky's shareholders and director nominees to fill any vacancies that may occur between meetings of shareholders;

(j) be aware of the best practices in corporate governance and develop and recommend to the Board a set of corporate governance standards to govern the Board, its committees, Goldsky and its employees in the conduct of the business and affairs of Goldsky;

(k) consider the diversity of the Board;

(l) evaluating the performance and effectiveness of the Board and Board committees; and

(m) annual review and assessment the adequacy of this Charter and recommendation of any proposed changes to the Board for consideration.

2.0 Composition and Membership

(a) The Board will appoint the members ("**Members**") of the Committee. The Members will be appointed to hold office until the next annual general meeting of shareholders of Goldsky or until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will automatically cease to be a Member upon ceasing to be a director.

(b) The Committee will consist of at least three directors. Each Member will meet the criteria for independence established by applicable laws and the rules of any stock exchanges upon which Goldsky's securities are listed, including section 1.4 of National Instrument 52-110 - Audit

Committees. In addition, each director will be free of any relationship which could, in the view of the Board, reasonably interfere with the exercise of a Member's independent judgment.

(c) The Board shall appoint one member of the Committee as chair (the "**Committee Chair**"). Subject to Section 2(b), the Board shall determine the Committee Chair's term of office. The Committee Chair shall be responsible for leadership of the Committee, including preparing the agenda, presiding over the meetings, making committee assignments, preparing minutes and reporting to the Board.

(d) All Members will have a working familiarity with compensation and human resources matters and at least one member shall be experienced in executive compensation matters.

(e) The Committee may delegate any or all of its functions to any of its Members or any sub-set thereof, or other persons, from time to time as it sees fit.

3.0 Meetings

(a) Meetings of the Committee will be held at such times and places as the Chairman may determine, but in any event not less than two (2) times per year. Twenty-four (24) hours advance notice of each meeting will be given to each Member orally, by telephone, by facsimile or email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by telephone.

(b) The Chairman, if present, will act as the chairman of meetings of the Committee. If the Chairman is not present at a meeting of the Committee the Members in attendance may select one of their numbers to act as chairman of the meeting.

(c) A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chairman will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolutions signed by all Members.

(d) The Committee may invite from time to time such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee will meet in camera without members of management in attendance for a portion of each meeting of the Committee.

(e) In advance of every regular meeting of the Committee, the Chairman, with the assistance of the Secretary, will prepare and distribute to the Members and others as deemed appropriate by the Chairman, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of Goldsky to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

4.0 Duties and Responsibilities

The duties and responsibilities of the Committee as they relate to the following matters, are as follows:

4.1 Performance Objectives

annually review the performance objectives for the Chief Executive Officer, the Chief Financial Officer and the senior executives' and, in the Committee's discretion, recommend any changes to the Board for consideration;

4.2 Evaluation of Performance

annually review and evaluate the performance of the Chief Executive Officer and the Chief Financial Officer in light of pre-established performance objectives and report its conclusions to the Board;

4.3 Chief Executive Officer and Chief Financial Officer Compensation

annually review the compensation for the Chief Executive Officer and the Chief Financial Officer and, in the Committee's discretion, recommend any changes to the Board for consideration;

4.4 Executive Management Compensation

annually review the Chief Executive Officer's recommendations for the senior executives' compensation and, in the Committee's discretion, recommend any changes to the Board for consideration;

4.5 Compensation Policies and Practices

ensure compensation policies and practices for the directors, the Chief Executive Officer, the Chief Financial Officer and the senior executives:

(i) properly reflect their respective duties and responsibilities;

(ii) are competitive in attracting, retaining and motivating people of the highest quality;

(iii) align the interests of the directors, the Chief Executive Officer, the Chief Financial Officer and the senior executives with shareholders and Goldsky as a whole;

(iv) are based on established corporate and individual performance objectives;

(v) are clearly distinguishable between each other, that is, the structure of non-executive directors' compensation should be distinguishable from that of executive directors and senior executives; and

(vi) do not encourage the taking of inappropriate or excessive risks;

4.6 Succession Planning

annually review Goldsky's succession plan for the Chief Executive Officer, the Chief Financial Officer and senior management, including appointment, training and evaluation;

4.7 Directors' Compensation

annually review directors' compensation and, in the Committee's discretion, recommend any changes to the Board for consideration;

4.8 Compensation Disclosure

review all annual executive compensation disclosure before it is publicly released;

4.9 Investigations

direct and supervise the investigation into any matter brought to its attention within the scope of the Committee's duties;

4.10 Board Composition and Corporate Governance

make recommendations to the Board regarding the size and composition of the Board, and consider and recruit candidates for director nominees based upon recommendations from current outside directors, members of management, outside consultants or search firms, and/or shareholders. The criteria for selecting new directors shall reflect the requirements of the listing standards of the TSX Venture Exchange (and/or such other exchange or self-regulatory organization on which Goldsky's shares are then listed for trading) with respect to independence and the following factors:

(i) the appropriate size of the Board;

(ii) the competencies and skills that the Board considers to be necessary for the Board as a whole to possess;

(iii) the competencies and skills that the Board considers each existing director to possess;

(iv) the competencies and skills each new nominee will bring to the Board;

(v) the personal and professional integrity of the candidate;

(vi) the level of education and/or business experience;

(vii) broad-based business acumen;

(viii) the level of understanding of Goldsky's business and the industry in which it operates and other industries relevant to Goldsky's business;

(ix) the nominee's ability and willingness to commit adequate time to Board and committee matters;

(x) the fit of the individual's skills and personality with those of other directors and potential directors in building a board that is effective, collegial and responsive to the needs of Goldsky's;

(xi) the nominee's strategic thinking and a willingness to share ideas; and

(xii) the diversity of the Board composition, including diversity of experiences, expertise and background,

such criteria which will be used by the Committee to evaluate potential nominees and will not evaluate proposed nominees differently depending upon who has made the recommendation.

The Committee will also:

(i) consider proposed nominees whose names are submitted to it by shareholders in accordance with the procedures set forth in Goldsky's constating documents;

(ii) recommend on an annual basis a slate of director nominees for approval by the Board and the shareholders;

(iii) review the appropriate committee structure of the Board and recommend to the Board for its approval directors to serve as members of each committee. The Committee shall review and recommend committee slates annually and shall recommend additional committee members to fill vacancies as needed;

(iv) review at least annually, Goldsky's corporate governance guidelines and recommend changes to the Board as deemed necessary;

(v) review at least annually Goldsky's principal corporate policies and recommend updates or amendments for consideration by the Board;

(vi) generally advise the Board on emerging corporate governance matters for incorporation into Goldsky's policies and procedures;

(vii) develop, implement and administer an annual Board and Board committee evaluation process;

(viii) perform any other activities consistent with this Charter, Goldsky's constating documents and governing law as the Committee or the Board deem appropriate;

(ix) undergo an annual review of the performance of the Committee pursuant to the process established as set forth above;

(x) provide all new directors with comprehensive orientation to, among other things, fully understand the role of the Board and its committees, the contribution individual directors are expected to make, and the nature and operation of Goldsky's business;

(xi) provide continuing education opportunities for all directors so that individual directors may maintain or enhance their skills and abilities as directors, as well as to ensure their knowledge and understanding of Goldsky's business remains current; and

(xii) where appropriate, retain (without need for further Board approval) and consult with such independent advisors as the Committee may deem necessary or appropriate in connection with fulfilling the responsibilities and duties of the Committee,

4.11 Other Duties

perform such other duties as may be assigned to it by the Board from time to time or as may be required by applicable regulatory authorities or legislation.

5.0 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 executive compensation disclosure to be included in the management proxy circular. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

6.0 Access to Information and Authority

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

The Committee has the authority to retain, at Goldsky's expense, independent legal, financial, compensation consulting and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board. The Committee must pre-approve any other services such independent compensation consultant or advisors or any of their affiliates provides to Goldsky at the request of management.

7.0 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.

APPENDIX C

2026 OMNIBUS EQUITY INCENTIVE PLAN

GOLDSKY RESOURCES CORP.

OMNIBUS EQUITY INCENTIVE PLAN

Adopted June 5, 2026

Article 1
ESTABLISHMENT AND PURPOSE

Section 1.1 Establishment of the Plan.

The Company hereby establishes this Omnibus Equity Incentive Plan to be known as the 2026 Omnibus Equity Incentive Plan. This Plan was adopted by the board of directors on June 5, 2026 and became effective on [●], 2026 following the approval by shareholders at the Company's 2026 annual general and special meeting. This Plan shall replace the Company's previous outstanding stock option plan, which was last approved by the Company's shareholders on May 13, 2025 (the "**Previous Plan**"). This Plan shall in respect of Options (as defined below) serve as the successor to the Previous Plan, and no further awards shall be made under the Previous Plan from and after the effective date of this Plan. Each Option granted under the Previous Plan shall continue to be governed by the terms and conditions of such plan and the instrument evidencing such grant.

Section 1.2 Purpose

The purpose of this Plan is to provide the Company, and each subsidiary of the Company, with a share-related mechanism to encourage, attract, retain and motivate qualified Directors, Officers, Employees and Consultants of the Company and its subsidiaries, to reward such of those Directors, Officers, Employees and Consultants as may be granted Awards under this Plan by the Committee from time to time for their contributions toward the long term goals and success of the Company and to enable and encourage such Directors, Officers, Employees and Consultants to acquire Common Shares as long term investments and proprietary interests in the Company. It is the intention of the Company that this Plan will at all times be in compliance with TSXV Policies (as defined below) and any inconsistencies between this Plan and TSXV Policies will be resolved in favour of the latter.

Article 2
DEFINITIONS

Section 2.1 Definition

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

(a) "**Affiliate**" has the meaning given to such term in TSXV Policy 1.1 of the policy manual of the TSXV.

(b) "**Award**" means, individually or collectively, a grant under this Plan of Options, Restricted Share Units, Deferred Share Units or Performance Share Units, in each case subject to the terms of this Plan.

(c) "**Award Agreement**" means either (i) a written agreement entered into by the Company or an Affiliate of the Company and a Participant; or (ii) a written statement issued by the Company or an Affiliate of the Company to a Participant, describing the terms and provisions of such Award and need not be identical to other Award Agreements either in form or substance.

(d) "**BCSA**" means the Securities *Act* (British Columbia), as may be amended from time to time.

(e) "**Blackout Period**" means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company in accordance with the requirements of TSXV Policy 4.4.

(f) "**Board**" or "**Board of Directors**" means the Board of Directors of the Company.

(g) "**Cashless Exercise**" means the exercise of an Option whereby the Company has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to a Participant to purchase the Common Shares underlying the Options to be exercised and the brokerage firm then sells a sufficient number of Common Shares to cover the exercise price of the Options in order to repay the loan made to the Participant resulting in the Participant receiving the net balance of the Common Shares underlying the exercised Options or the net cash proceeds from the exercise of the Options.

(h) "**Cause**" means:

(i) Cause as such term is defined in the written employment agreement between the Company and the Officer or Employee; or

(ii) in the event there is no written employment agreement between the Company and the Officer or Employee or Cause is not defined therein, the usual meaning of just cause under the common law or the laws of the jurisdiction in which the Officer or Employee is employed provided, however, if an employee Participant's employment is governed by the Province of Ontario, then Cause, means the employee Participant's wilful misconduct, disobedience or wilful neglect of duty by that is not trivial and has not been condoned by the Company or any of its Affiliates, provided, further, that if the Participant is a U.S. Participant, then Cause shall be defined in the applicable Award Agreement, or in the absence of any definition of Cause contained therein, means (A) the Participant's indictment for, conviction of or plea of *nolo contendere* to, a felony (other than in connection with a traffic violation) under any state or federal law, (B) the Participant's failure to substantially perform his or her essential job functions after receipt of written notice from the Company requesting such performance, (C) an act of fraud or gross misconduct with respect, in each case, to the Company, by the Participant, (D) any material misconduct by the Participant that could be reasonably expected to damage the reputation or business of the Company or any of its Affiliates, or (E) the Participant's violation of a material policy of the Company. Any determination of whether Cause exists shall be made by the Committee in its sole discretion.

(i) "**Change of Control**" shall occur if any of the following events occur:

(i) the acquisition or potential acquisition, directly or indirectly and by any means whatsoever, by any person, or by a group of persons acting jointly or in concert, of beneficial ownership or control or direction over that number of Voting Securities which is greater than 50% of the total issued and outstanding Voting Securities immediately after such acquisition, unless such acquisition arose as a result of or pursuant to:

(A) an acquisition or redemption by the Company of Voting Securities which, by reducing the number of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by such person to 50% or more of the Voting Securities then outstanding;

(B) acquisitions of Voting Securities which were made pursuant to a dividend reinvestment plan of the Company;

(C) the receipt or exercise of rights issued by the Company to all the holders of Voting Securities to subscribe for or purchase Voting Securities or securities convertible into Voting Securities, provided that such rights are acquired directly from the Company and not from any other person;

(D) a stock-dividend, a stock split or other event pursuant to which such person receives or acquires Voting Securities or securities convertible into Voting

Securities on the same pro rata basis as all other holders of securities of the same class ("**Pro-Rata Acquisitions**");

(E) the exercise of securities convertible into Voting Securities received by such person pursuant to a Pro-Rata Acquisition ("**Convertible Security Acquisitions**"); or

(F) a sale by the Company of greater than 50% of the fair market value of the assets of the Company, through one or a series of transactions, to an entity that is controlled by either the shareholders of the Company or by the Company.

provided, however, that if a person shall acquire 50% or more of the total issued and outstanding Voting Securities by reason of any one or a combination of (1) acquisitions or redemptions of Voting Securities by the Company, (2) Pro-Rata Acquisitions, or (3) Convertible Security Acquisitions and, after such share acquisitions or redemptions by the Company or Pro-Rata Acquisitions or Convertible Security Acquisitions, acquires additional Voting Securities exceeding one per cent of the Voting Securities outstanding at the date of such acquisition other than pursuant to any one or a combination of Convertible Security Acquisitions or Pro-Rata Acquisitions, then as of the date of such acquisitions such acquisition shall be deemed to be a "**Change of Control**";

(ii) the replacement by way of election or appointment at any time of one-half or more of the total number of the then incumbent Directors, unless such election or appointment is approved by 50% or more of the Directors in office immediately preceding such election or appointment in circumstances where such election or appointment is to be made other than as a result of a dissident public proxy solicitation, whether actual or threatened; and

(iii) any transaction or series of transactions, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, whereby all or substantially all of the shares or assets of the Company become the property of any other person (the "**Successor Entity**") (other than a subsidiary of the Company) unless:

(A) individuals who were holders of Voting Securities immediately prior to such transaction hold, as a result of such transaction, in the aggregate, more than 50% of the voting securities of the Successor Entity;

(B) a majority of the Directors of the Successor Entity is comprised of individuals who were members of the Board immediately prior to such transaction; and

(C) after such transaction, no person or group of persons acting jointly or in concert, holds more than 50% of the voting securities of the Successor Entity unless such person or group of persons held securities of the Company in the same proportion prior to such transaction.

Notwithstanding the foregoing, for purposes of any Award that constitutes "deferred compensation" (within the meaning of Section 409A of the Code), the payment of which is triggered by or would be accelerated upon a Change of Control, a transaction will not be deemed a Change of Control for Awards granted to any Participant who is a U.S. Participant unless the transaction qualifies as "a change in control event" within the meaning of Section 409A of the Code.

(j) "**Change of Control Price**" means (i) the highest price per Common Share offered in conjunction with any transaction resulting in a Change of Control (as determined in good faith by the Committee if any part of the offered price is payable other than in cash), or (ii) in the case of a Change of Control occurring solely by reason of a change in the composition of the Committee, the highest

Fair Market Value of the Common Shares on any of the thirty (30) trading days immediately preceding the date on which a Change of Control occurs, except if the relevant participant is subject to taxation under the ITA such Change of Control price shall be deemed to be a price determined by the Committee based on the closing price of a Common Share on the TSXV on the trading day preceding the Change of Control date or based on the volume weighted average trading price of the Common Shares on the TSXV for the five trading days immediately preceding the Change of Control date.

(k) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(l) "**Committee**" means the Board of Directors or if so delegated in whole or in part by the Board, any duly authorized committee appointed by the Board to administer the Plan.

(m) "**Common Shares**" or "**Common Shares**" means, as the case may be, one or more common shares in the capital of the Company.

(n) "**Company**" means Goldsky Resources Corp., a company incorporated under the laws of the Province of British Columbia, and any successor thereto as provided in Article 16 herein.

(o) "**Consultant**" has the meaning given to such term in TSXV Policy 4.4.

(p) "**Deferred Share Unit**" means an Award denominated in units that provides the holder thereof with a right to receive Common Shares, an amount in cash having an equivalent value or a combination thereof upon settlement of the Award, granted under Article 7 herein and subject to the terms of this Plan.

(q) "**Director**" has the meaning given to such term in TSXV Policy 4.4.

(r) "**Disability**" has the meaning attributed thereto in the Participant's written agreement with the Company or an Affiliate and if there is no such defined term, means the Participant's inability to substantially fulfil their duties on behalf of the Company as a result of illness or injury for a continuous period of nine (9) nine months or more or for an aggregate period of twelve (12) months or more during any consecutive twenty-four (24) month period, despite the provision of reasonable accommodations by the Company or an Affiliate, as applicable.

(s) "**Disinterested Shareholder Approval**" has the meaning given to "disinterested Shareholder approval" in section 5.3 of TSXV Policy 4.4.

(t) "**Dividend Equivalent**" means a right with respect to an Award to receive cash, Common Shares or other property equal in value and form to dividends declared by the Committee and paid with respect to outstanding Common Shares. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement, and if specifically provided for in the Award Agreement shall be subject to such terms and conditions set forth in the Award Agreement as the Committee shall determine.

(u) "**Employee**" has the meaning given to such term in TSXV Policy 4.4.

(v) "**Exercise Notice**" means the notice respecting the exercise of an Option, in the form substantially similar to that set out as Schedule "B" hereto.

(w) "**Exercise Price**" means the price at which a Common Share may be purchased by a Participant pursuant to an Option, as determined by the Committee.

(x) "**Fair Market Value**" or "**FMV**" means, unless otherwise required by any applicable provision of the Code or any regulations thereunder or by any applicable accounting standard for the Company's desired accounting for Awards or by the rules of the TSXV, a price that is determined by the Committee, provided that such price cannot be less than the greater of (i) the volume weighted average trading price of the Common Shares on the TSXV for the five trading days immediately prior to the applicable date or (ii) the closing price of the Common Shares on the TSXV on the trading day immediately prior to the applicable date, and provided, further, that with respect to an Option granted to a U.S. Participant, such Participant and the number of Common Shares subject to such Award shall be identified by the Board or the Committee prior to the start of the applicable five (5) trading day period. In the event that such Common Shares are not listed and posted for trading on any exchange, the Fair Market Value shall be the fair market value of such Common Shares as determined by the Committee in its sole discretion and, with respect to an Award made to a U.S. Participant, in accordance with Section 409A of the Code.

(y) "**Incapacity**" or "**Incapacitated**" means the incapacity or inaptitude of a Participant to administer the Participant's estate, that results in the appointment of an administrator of the Participant's estate or that enables a person or entity to act on the Participant's behalf pursuant to a power of attorney.

(z) "**Insider**" has the meaning given to such term in TSXV Policy 1.1.

(aa) "**Investor Relations Activities**" has the meaning given such term in TSXV Policy 1.1 and for purpose of this Plan, Persons retained to perform Investor Relations Activities shall include any Consultant that performs Investor Relations Activities and any Employee, Management Company Employee, Officer or Director whose role and duties primarily consist of Investor Relations Activities.

(bb) "**ITA**" means the *Income Tax Act* (Canada) and the regulations adopted thereunder, as amended from time to time.

(cc) "**Management Company Employee**" has the meaning given to such term in TSXV Policy 4.4.

(dd) "**Market Price**" has the meaning ascribed thereto in TSXV Policy 1.1.

(ee) "**Notice Period**" means only that period constituting the minimum notice of termination period that is required to be provided to a Participant pursuant to applicable employment standards legislation (if applicable and if any). For certainty, the "Notice Period" shall exclude any other period that follows or ought to have followed, as applicable, the later of (i) the end of the minimum notice of termination period that is required to be provided to a Participant pursuant to applicable employment standards legislation (if applicable and if any), or (ii) the Participant's last day of performing work for the Company or an Affiliate (including any period of vacation, Disability, or other leave permitted by legislation) whether that period arises from a contractual or common law right.

(ff) "**Officer**" has the meaning given such term in TSXV Policy 4.4.

(gg) "**Option**" means the conditional right to purchase Common Shares at a stated Exercise Price for a specified period of time, granted under Article 5 herein and subject to the terms of this Plan.

(hh) "**Participant**" means a Director, Officer, Employee, Management Company Employee or Consultant that is the recipient of an Award granted or issued by the Company under this Plan and, as context requires, shall include a registered retirement savings plan ("**RRSP**") or registered retirement income fund ("**RRIF**") established and controlled by a Participant or a company that is wholly owned by an individual Participant.

(ii) "**Performance Goal**" means conditions, if any, imposed on an Award which are required to be satisfied or discharged during the Performance Period in order that an Award shall vest as further described in Section 8.3.

(jj) "**Performance Period**" means the period of time during which Performance Goal must be satisfied or discharged following which the Award shall terminate unvested.

(kk) "**Performance Share Unit**" means an Award denominated in units subject to a Performance Period, with a right to receive Common Shares or cash or a combination thereof upon settlement of the Award, as a function of the extent to which corresponding vesting criteria have been achieved, granted under Article 8 herein and subject to the terms of this Plan.

(ll) "**Period of Restriction**" means the period, if any, imposed on an Award, when such Award is subject to forfeiture based on the passage of time, the achievement of Performance Goals, and/or upon the occurrence of other events.

(mm) "**Person**" shall have the meaning ascribed to such term in Section 1(1) of the BCSA.

(nn) "**Plan**" means this Omnibus Equity Incentive Plan.

(oo) "**Previous Plan**" has the meaning given to that term under Section 1.1.

(pp) "**Restricted Share Unit**" means an Award denominated in units subject to a Period of Restriction, with a right to receive Common Shares or cash or a combination thereof upon settlement of the Award, as a function of the extent to which corresponding vesting criteria have been achieved, granted under Article 6 herein and subject to the terms of this Plan.

(qq) "**Restriction Period**" means a period determined by the Board, in its sole discretion, ending in all cases no later than (i) in the case of Performance Share Units and Restricted Share Units that are subject to the ITA, three (3) years after the last day of the calendar year in which the performance of services for which Performance Share Units or Restricted Share Units are granted, occurred, (ii) in the case of Deferred Share Units that are subject to the ITA, the last day of the calendar year following the Participant's Termination Date; and (iii) in every other case, the date determined by the Board at the time any Award is granted or at any time thereafter during which any Restricted Share Units or Deferred Share Units is subject to vesting, risk of forfeiture or deferral, as applicable.

(rr) "**Retirement**" or "**Retire**" means a Participant's permanent withdrawal from employment or office with the Company or Affiliate on terms and conditions accepted and determined by the Committee.

(ss) "**Separation from Service**" has the meaning ascribed to it under Section 409A of the Code.

(tt) "**Successor Entity**" has the meaning ascribed thereto under subsection (v) of the definition of Change of Control.

(uu) "**Termination Date**" means, in the case of a Participant whose employment or term of office or engagement with the Company or an Affiliate terminates:

(i) by reason of the Participant's death or Incapacity, the date of death or Incapacity, then such date of death or incapacity;

(ii) by reason of termination for Cause, resignation by the Participant or Retirement, the Participant's last day actively at work or actively performing services for the Company or an Affiliate;

(iii) by reason of Disability, then the date on which the Participant is determined to have a Disability as defined herein;

(iv) for any reason whatsoever other than death, Incapacity, termination for Cause, Retirement or termination by reason of Disability, the later of the (i) date of the Participant's last day actively at work or actively performing services for the Company or the Affiliate, and (ii) the last date of the Notice Period;

(v) the resignation of a director and the expiry of a director's term on the Board without re-election (or nomination for election) shall each be considered to be a termination of his or her term of office; and

(vi) in the case of a U.S. Participant, a Participant's "Termination Date" will be the date the Participant experiences a Separation from Service.

(vv) "**Total Share Authorization**" has the meaning ascribed thereto under Section 3.5(a).

(ww) "**TSXV**" means the TSX Venture Exchange and at any time the Common Shares are not listed and posted for trading on the TSXV, shall be deemed to mean such other stock exchange or trading platform upon which the Common Shares trade and which has been designated by the Committee.

(xx) "**TSXV Policies**" means the policies included in the TSX Venture Exchange Corporate Finance Manual and "**TSXV Policy**" means any one of them, as such policies may be amended, supplemented or replaced from time to time.

(yy) "**TSXV Policy 1.1**" means Policy 1.1 – *Interpretation* of the TSXV Policies, as may be amended, supplemented or replaced from time to time.

(zz) "**TSXV Policy 4.4**" means Policy 4.4 – *Security Based Compensation* of the TSXV Policies, as may be amended, supplemented or replaced from time to time.

(aaa) "**U.S. Participant**" means a Participant who is a citizen or resident of the United States (including its territories, possessions and all areas subject to the jurisdiction thereof) or otherwise a "U.S. person" as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

(bbb) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(ccc) "**Voting Securities**" shall mean any securities of the Company ordinarily carrying the right to vote at elections of directors and any securities immediately convertible into or exchangeable for such securities.

Article 3
ADMINISTRATION

Section 3.1 Administration

This Plan shall be administered by the Board, or any Committee appointed by the Board to administer this Plan. Without limiting the generality of the foregoing, where a Committee has been appointed by the Board to administer this Plan pursuant to a resolution passed by the Board, such Committee has authority to:

(a) grant to Participants, an RRSP or RRIF established and controlled by a Participant or a company that is wholly owned by an individual Participant up to the number of Awards specified by the Board in the resolution appointing the Committee or in any other subsequent resolution(s) of the Board, the whole on the terms set out in such resolution(s);

(b) exercise rights reserved to the Company under this Plan;

(c) determining Award terms and conditions including, but not limited to, issuance price, vesting terms, Performance Goals, exercise conditions and expiry periods (all as applicable) for Awards granted under this Plan in accordance with the terms and conditions of this Plan;

(d) establishing the form or forms of Award Agreements;

(e) cancel, amend, adjust or otherwise change any Award under such circumstance as the Committee may consider appropriate in accordance with the provisions of this Plan; and

(f) make all other determinations, including, but not limited to determinations regarding whether Performance Goals have been achieved and take all other actions as it considers necessary or advisable for implementation and administration of this Plan.

Section 3.2 Delegation

The Committee may delegate to one or more of its members any of the Committee's administrative duties or powers as it may deem advisable; provided, however, that any such delegation must be permitted under applicable corporate law.

Section 3.3 Interpretation Binding

The interpretation, construction and application of this Plan and any Award Agreements shall be made by the Board or a Committee and shall be final and binding on all holders of Awards granted under this Plan and all Persons eligible to participate under the provisions of this Plan.

Section 3.4 Limitation of Liability

No member of the Board or Committee shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of this Plan or any Awards granted under it.

Section 3.5 Common Shares Subject to the Plan

(a) Subject to adjustment as provided for herein, the maximum number of Common Shares hereby reserved for issuance to Participants under the Plan, or under any other share compensation arrangements of the Company, pursuant to the issuance of Awards, collectively, shall not in the aggregate exceed 10% of the issued and outstanding Common Shares calculated on the date of the Award grant (the "**Total Share Authorization**"). This Plan is an "evergreen" plan and, accordingly, if any Award is exercised or settled, or any Award is terminated, cancelled, forfeited or expired without being fully exercised, subject to the overall limit provided for in this Section 3.5(a) above, new grants shall become available hereunder effectively resulting in a reloading of the number of Awards available to grant pursuant to the Total Share Authorization.

(b) The following limits apply to the operation of this Plan:

(i) unless the Company has obtained the requisite Disinterested Shareholder Approval,

(A) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in any 12-month period to any one person (and companies owned or controlled by that Person) must not exceed 5% of the total number of Common Shares issued and outstanding, calculated as at the date any Award is granted or issued to such person;

(B) the maximum aggregate number of Common Shares which may be issued under share compensation arrangements of the Company granted or issued to Insiders as a group must not exceed 10% of the Common Shares issued and outstanding at any point in time; and

(C) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in any 12-month period to Insiders as a group must not exceed 10% of the Common Shares issued and outstanding, calculated on the date any Award is granted to an Insider; and

(ii) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in a 12-month period to any one Consultant must not exceed 2% of the Common Shares issued and outstanding, calculated at the date any Award is granted to the Consultant; and

(iii) the maximum aggregate number of Common Shares that are issuable on exercise of Options granted or issued in a 12-month period to all Persons retained to provide Investor Relations Activities must not exceed 2% of the Common Shares issued and outstanding, calculated at the date any Option is granted to any such Person (see Section 4.5 for limitations on issuance to Persons retained to provide Investor Relations Activities).

(c) The Board (which for these purposes does not include a reference to a Committee) shall allot, set aside and reserve for issuance for the purpose of this Plan a sufficient number of Common Shares at each meeting of the Board such that the number of Common Shares issuable under Section 3.5(a) shall be properly allotted, set aside and reserved for issuance.

(d) For so long as this Plan is a rolling Security Based Compensation Plan under TSXV Policy 4.4, the Company shall obtain shareholder approval of this Plan yearly in accordance with TSXV Policy 4.4. If the Company does not obtain such approval within the time required by TSXV Policy 4.4, the Company shall not grant or issue any further Awards under this Plan until the requisite shareholder approval has been obtained.

Article 4
ELIGIBILITY AND GRANT OF AWARDS

Section 4.1 Eligibility

Awards may only be granted to Participants, an RRSP or RRIF established and controlled by a Participant or a company that is wholly owned by an individual Participant and provided that the participation is voluntary. A Participant will not be entitled to receive a grant of an Award after the date that the Participant ceases to be a Director, an Officer, an Employee, a Management Company Employee or a Consultant in each case for any reason.

Section 4.2 Transfers of Employment and Changes of Role

For purposes of the Plan, unless otherwise provided by the Committee, a transfer of employment of a Participant between the Company and an Affiliate or among Affiliates or a change of role with the Company or an Affiliate, shall not be deemed a termination of employment provided that the Participant remains a Participant. The Committee may provide in a Participant's Award Agreement or otherwise the conditions under which a transfer of employment to an entity that is spun off from the Company or an Affiliate shall not be deemed a termination of employment for purposes of an Award.

Section 4.3 Committee's Discretion

(a) Subject to the foregoing, the Committee shall have full and final authority to determine the Participants who are to be allocated and granted Awards under this Plan and the number of Common Shares subject to each Award grant. Subject to Article 10, Awards granted under this Plan shall be for Common Shares only, and for no other security.

(b) Unless limited by the terms of this Plan or any regulatory or stock exchange requirement, the Committee shall have full and final authority, in its discretion, to determine the nature, terms and conditions attached to any grant of Awards under this Plan.

Section 4.4 Bona Fide Representation.

For Awards granted to Employees, Consultants or Management Company Employees, the Company and the Participant are responsible for ensuring and confirming that the Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be.

Section 4.5 Eligibility of Persons Retained to Provide Investor Relations Activities.

Persons retained to provide Investor Relations Activities may only be granted Options under this Plan. The Board shall establish appropriate procedures to monitor trading in the securities of the Company by all Persons retained to provide Investor Relations Activities, which procedures may include the establishment of a designated brokerage account through which such Persons conduct trades in the securities of the Company or a requirement for such Persons to report trades to the Board on a basis similar to the reports required to be filed by reporting insiders under National Instrument 55-104 - *Insider Reporting Requirements* and Exemptions.

Section 4.6 Specific Allocation

The Company cannot grant or issue an Award hereunder unless and until the Award has been allocated to a particular Participant.

Section 4.7 Notification of Award

Following the approval by the Committee of the granting or issuance of an Award, the Committee will notify the recipient in writing of the Award and will enclose with such notice the Award Agreement representing the Award so awarded.

Section 4.8 Copy of Plan

In addition to the notice of the Award and Award Agreement, as set out in Section 4.7 hereto, the Company will also forward to the Participant a copy of this Plan (on the first grant of an Award hereunder) and any other documentation that may be required by applicable law, stock exchange or regulatory requirements.

Section 4.9 Non-Transferability of Awards

Subject to applicable law, no Award granted under this Plan shall be assignable or transferable otherwise than:

(a) by will or by the laws of descent and distribution, and such Award shall be exercisable, during a Participant's lifetime, only by the Participant (subject to Section 9.1);

(b) to a Participant's RRSP or RRIF, provided that the Participant is, during the Participant's lifetime, the sole beneficiary of the RRSP or RRIF; or

(c) a company that is wholly owned by an individual Participant provided that such company has complied with the requirements of section 2(c) of TSXV Policy 4.4.

Section 4.10 Other Requirements

(a) The date that an Award is granted shall be the date such grant was approved by the Committee.

(b) The Company may only grant Awards pursuant to resolutions of the Committee.

(c) The Company may not grant any Awards while there is an undisclosed material change or undisclosed material fact relating to the Company.

(d) Any Award granted under this Plan shall be subject to the requirement that, if at any time the Company determines that the listing, registration or qualification of the Common Shares subject to such Award, or such Award itself, upon any stock exchange or under any law or regulation of any jurisdiction, or the consent or approval of any stock exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Common Shares thereunder, such Award may not be granted, accepted, exercised or vest in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board (which for these purposes does not include a reference to a Committee).

(e) All Awards and Common Shares issuable thereunder are subject to any applicable resale restrictions under securities laws and the Exchange Hold Period (as defined in TSXV Policy 1.1), and shall have affixed thereto any legends required under securities laws and the policies of the TSXV.

(f) If any Awards are issued to a U.S. Participant or anyone who becomes a U.S. Participant, who is granted an Award in the United States, who is a resident of the United States or who is otherwise subject to the U.S. Securities Act or the securities laws of any state of the United States, such Participant shall receive an Award Agreement which sets out the applicable United States restrictions.

(g) The Committee shall not grant any Awards that may be denominated or settled in Common Shares to residents of the United States or a U.S. Participant unless such Awards and the Common Shares issuable upon exercise thereof are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

(h) Awards granted to U.S. Participants and any Common Shares issued on the exercise of such Awards may be subject to additional resale restrictions as outlined in the Award Agreement.

Section 4.11 Blackout Period

Notwithstanding the expiry date, redemption date or settlement date of any Award, such expiry date, redemption date or settlement date, as applicable, of the Award shall be extended to the tenth business day following the last day of a Blackout Period if the expiry date, redemption date or settlement date of the Award would otherwise occur in a Blackout Period or within five days after the end of the Blackout Period. The following requirements are applicable to any such automatic extension provision:

(a) the Blackout Period must be formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information;

(b) the automatic extension of the expiry date, redemption date or settlement date, as applicable, of a Participant's Award is not permitted where the Participant or the Company is subject to a cease trade order (or similar order under Canadian securities laws) in respect of the Company's securities; and

(c) the automatic extension is available to all eligible Participants under the Plan under the same terms and conditions.

Section 4.12 Participation in this Plan

(a) The Company makes no representation or warranty as to the future market value of the Common Shares or with respect to any income tax matters affecting any Participant resulting from the grant, vesting or settlement of an Award, the exercise of an Option or resulting from any transactions in the Common Shares or any other event affecting the Awards. The Company and its Affiliates do not assume responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.

(b) Unless otherwise determined by the Board, the Company shall not offer financial assistance to any Participant in regard to the exercise of any Award granted under this Plan.

Article 5
STOCK OPTIONS

Section 5.1 Grant of Options.

Subject to the terms and provisions of the Plan, Options may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee in its discretion, which need not be the same for each grant or for each Participant.

Section 5.2 Award Agreement.

Each Option grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "A" hereto, that shall specify the terms and conditions of the Option grant including, the award date of the Option, the Exercise Price, the duration of the Option, the number of Common Shares to which the Option pertains, the conditions upon which an Option shall become vested and exercisable, and any such other provisions as the Committee shall determine. The Award Agreement shall contain such terms and conditions that may be considered necessary in order for the Options to comply with any provisions respecting options contained in any income tax laws or any other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

Section 5.3 Exercise Price.

The Exercise Price for each grant of an Option under this Plan shall be determined by the Committee and shall be specified in the Award Agreement. The Option exercise price per Common Share shall not be less than the Market Price or, with respect to any Option granted under this Plan to a U.S. Participant, less than the Fair Market Value of a Common Share on the date such Option is granted.

Section 5.4 Duration of Options.

Each Option granted to a Participant shall expire and become null, void and of no effect as of 5:00 p.m. local time in Vancouver British Columbia on the expiry date, as determine at the time of grant; provided, however, that (i) no Option shall be granted with a term exceeding the tenth (10th) anniversary date of its grant; and (ii) no Option shall expire in a period greater than one year following the date on which a Participant ceases to be an eligible Participant. Notwithstanding the foregoing, the expiry date of any Option shall be extended in the circumstances described in Section 4.11.

Section 5.5 Vesting.

(a) The Committee shall have the authority to determine vesting terms applicable to grants of Options, which Options in its discretion, which need not be the same for each grant or for each Participant.

(b) Notwithstanding the foregoing, Options issued to Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months, and no more than 25% of such Options may vest in any three month period, but in any event, such Options shall not vest sooner than:

(i) one quarter (¼) of the Options on the date which is three (3) months from the date of grant;

(ii) one quarter (¼) of the Options on the date which is six (6) months from the date of grant;

(iii) one quarter (¼) of the Options on the date which is nine (9) months from the date of grant; and

(iv) the final one quarter (¼) of the Options on the date which is twelve (12) months from the date of grant.

Section 5.6 Exercisability

(a) Subject to Article 9, an Option may be exercised in whole or in part from time to time once it has vested and until expiration or termination by delivering to the Company at its head or registered office, a written Exercise Notice substantially in the form set out as Schedule "B" or following such alternative procedures which may be authorized by the Committee, specifying the number of Common Shares with respect to which the Option is being exercised and accompanied by payment for the full amount of the purchase price of the Common Shares then being purchased by certified cheque, wire transfer, bank draft or money order payable to the Company or by such other means as might be specified from time to time by the Committee. Subject to any governing rules or regulations, as soon as practicable after receipt of a notification of exercise and full payment for the Common Shares, the Common Shares in respect of which the Option has been exercised shall be issued as fully-paid and non-assessable common shares of the Company.

(b) Notwithstanding Section 4.10(d), the Company shall not, upon the exercise of any Option, be required to register, issue or deliver any Common Shares prior to:

(i) the listing of such Common Shares on any stock exchange on which the Common Shares may then be listed; and

(ii) the completion of such registration or other qualification of such Common Shares under any law, rules or regulation as the Company shall determine to be necessary or advisable (including, without limitation, NI 45-106).

(c) If any Common Shares cannot be registered, issued or delivered to any Participant for whatever reason, the obligation of the Company to issue such Common Shares shall terminate and any Option exercise price paid to the Company shall be returned to the Participant without deduction or interest.

(d) Subject to Section 5.7, the Common Shares to be purchased upon each exercise of an Option shall be paid for in full in cash by the Participant at the time of exercise.

(e) No Option holder who is resident in the United States or a U.S. Participant may exercise Options unless the underlying Common Shares are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Section 5.7 Cashless Exercise.

Options may be exercised, at the option of the Participant, on a Cashless Exercise basis in accordance with TSXV Policy 4.4, provided that the Company has entered into an agreement with a brokerage firm to facilitate such Cashless Exercise.

Section 5.8 Grant of Options for Non-Qualifying Canadian Securities

At the time of the grant of any Option, the Board may designate, or shall, to the extent required by the ITA, designate, that such Option shall be in respect of Common Shares that are non-qualifying securities, and the Board shall cause to be provided notice of such designation of Common Shares as non-qualifying securities in the manner and by the date(s) required by subsection 110(1.9) of the ITA to each of:

(a) the Participant (including, where permitted by the ITA, in an Award Agreement); and

(b) the Minister of National Revenue for Canada.

Article 6
RESTRICTED SHARE UNITS

Section 6.1 Grant of Restricted Share Units.

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may, subject to Section 4.5, grant Restricted Share Units to Participants in such amounts and upon such terms as the Committee shall determine, which need not be the same for each grant or for each Participant, provided that the terms comply with Section 409A of the Code with respect to a U.S. Participant or an applicable exemption thereunder.

Section 6.2 Restricted Share Unit Agreement.

(a) Each Restricted Share Unit grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" hereto, that shall specify the Period(s) of Restriction, the number of Restricted Share Units granted, the settlement date (which shall not be later than the last day of the Restriction Period) for Restricted Share Units, and any such other provisions as the Committee shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Restricted Share Unit, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Restricted Share Units.

(b) In making such determination, the Board shall consider the timing of crediting Restricted Share Units, including crediting Restricted Share Units in connection with Dividend Equivalents, to a Participant's account, the vesting requirements and settlement timing applicable to such Restricted Share Units to ensure that the crediting of the Restricted Share Units to the Participant's account, the vesting requirements and settlement timing are not considered a "salary deferral arrangement" for the purposes of the ITA and any applicable provincial legislation.

(c) The Award Agreement in respect of Restricted Share Units shall contain such terms that may be considered necessary in order that the Restricted Share Units will comply with any provisions respecting restricted share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

Section 6.3 Vesting Restriction

Restricted Share Units will vest on such terms as shall be specified by the Committee at the time of granting such Restricted Share Units, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 in connection with a Change of Control pursuant to Section 10.2 or other similar transaction where the Participant ceases to be an eligible Participant in connection with such transaction, no Restricted Share Units may vest before the date that is one year following the date it is granted or issued. For greater certainty, the vesting period must fall after the end of the Period of Restriction, but no later than the last day of the Restriction Period.

Section 6.4 Dividends and Other Distributions.

Participants holding Restricted Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Common Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Common Shares, or Restricted Share Units, provided that any Dividend Equivalents paid in the form of additional Awards or Common Shares shall reduce the applicable pool of Common Shares available for issuance under all share compensation arrangements of the Company. Further, any additional Restricted Share Units credited to the Participant's account in satisfaction of payment of dividends or Dividend Equivalents will vest in proportion to and will be paid under the Plan in the same manner as the Restricted Share Units to which they relate. If the Company does not have a sufficient number of Common Shares available under this Plan to satisfy the payment of any dividends or Dividend Equivalent under this Section 6.4, or the issuance of any Awards or Common Shares in satisfaction of any dividends or Dividend Equivalents under this Section 6.4 would result in the breach of any limit contained in this Plan, the Company shall satisfy any such dividend payment in cash.

Section 6.5 Payment in Settlement of Restricted Share Units.

Except as otherwise provided in the Award Agreement or any other provision of the Plan, when and if Restricted Share Units become payable, the Company shall settle such Restricted Share Unit within a reasonable time and, in any event, no later than the last day of the Restriction Period, in cash, Common Shares of equivalent value (based on the FMV as of the settlement date) or in some combination thereof, all as determined by the Committee at its sole discretion. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Restricted Share Units. Any Common Shares issued under this Section 6.5 shall be considered as fully paid in consideration of past services rendered that are not less in value than the fair equivalent of money that the Company would have received if the Common Shares were issued for money. Notwithstanding the foregoing, any payment in settlement of Restricted Share Units shall be in a manner that is exempt from, or complies with, Section 409A of the Code with respect to any U.S. Participant.

Section 6.6 U.S. Participants.

No Restricted Share Unit holder who is resident in the United States may settle Restricted Share Units for Common Shares unless the Common Shares issuable upon settlement of the Restricted Share Units are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Article 7
DEFERRED SHARE UNITS

Section 7.1 Grant of Deferred Share Units.

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may, subject to Section 4.5, grant Deferred Share Units to Participants in such amounts and upon such terms as the Committee shall determine, which need not be the same for each grant or for each Participant, provided that the terms comply with Section 409A of the Code with respect to a U.S. Participant or an applicable exemption thereunder.

Section 7.2 Deferred Share Unit Agreement.

(a) Each Deferred Share Unit grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" hereto, that shall specify the number of Deferred Share Units granted, the settlement date for Deferred Share Units, and any other provisions as the Committee shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Deferred Share Unit, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Deferred Share Units.

(b) In making such determination, the Board shall consider the timing of crediting Deferred Share Units, including crediting Deferred Share Units in connection with Dividend Equivalents, to a Participant's account, any vesting requirements and settlement timing applicable to such Deferred Share Units to ensure that the crediting of the Deferred Share Units to the Participant's account, any vesting requirements and settlement timing are compliant with Regulation 6801(d) under the ITA and any applicable provincial legislation.

Section 7.3 Vesting Restriction

(a) Deferred Share Units will vest on such terms as shall be specified by the Committee at the time of granting such Deferred Share Units, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 in connection with a Change of Control pursuant to Section 10.2 or other similar transaction where the Participant ceases to be an eligible Participant in connection with such transaction, no Deferred Share Units may vest before the date that is one year following the date it is granted or issued.

(b) Notwithstanding any provision to the contrary in this Plan or any applicable Award Agreement, the Board may, in its sole discretion, make adjustments to the calculation of any Deferred Share Units granted to Participants based on its assessment of the risk level, events that may impact the value of the Deferred Share Units or when calculations do not properly reflect all of the relevant considerations, provided further that, in respect of any Deferred Share Units subject to the ITA, no such adjustments shall entitle the Participant or a person with whom the employee does not deal at arm's length, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the Fair Market Value of the Common Shares.

Section 7.4 Dividends and Other Distributions.

Participants holding Deferred Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Common Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Common Shares, or Deferred Share Units, provided that any Dividend Equivalents paid in the form of additional Awards or Common Shares shall reduce the applicable pool of Common Shares available for issuance under all share compensation arrangements of the Company. Further, any additional Deferred Share Units credited to the Participant's account in satisfaction of payment of dividends or Dividend Equivalents will vest in proportion to and will be paid under the Plan in the same manner as the Deferred Share Units to which they relate. If the Company does not have a sufficient number of Common Shares available under this Plan to satisfy the payment of any dividends or Dividend Equivalent under this Section 7.4, or the issuance of any Awards or Common Shares in satisfaction of any dividends or Dividend Equivalents under this Section 7.4 would result in the breach of any limit contained in this Plan, the Company shall satisfy any such dividend payment in cash.

Section 7.5 Payment in Settlement of Deferred Share Units.

Except as otherwise provided in the Award Agreement or any other provision of the Plan, when and if Deferred Share Units become payable, the Company shall settle such Deferred Share Units within a reasonable time and, in any event, no later than the last day of the Restriction Period, in cash, Common Shares of equivalent value (based on the FMV as of the settlement date), in some combination thereof, all as determined by the Committee at its sole discretion. Unless specified otherwise in the Award Agreement, the settlement date of any Deferred Share Unit shall be no earlier than the date on which the Participant ceases to be an eligible Participant under this Plan. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Deferred Share Units. In the case of a Deferred Share Unit that is subject to the ITA, all vested Deferred Share Units shall be settled no later than the last day of the calendar year following the Participant's Termination Date. Notwithstanding the foregoing, any payment in settlement of Deferred Share Units shall be in a manner that is exempt from, or complies with, Section 409A of the Code with respect to any U.S. Participant.

Section 7.6 U.S. Participants

No Deferred Share Unit holder who is resident in the United States may settle Deferred Share Units for Common Shares unless the Common Shares issuable upon settlement of the Deferred Share Units are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Article 8
PERFORMANCE SHARE UNITS

Section 8.1 Grant of Performance Share Units.

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may, subject to Section 4.5, grant Performance Share Units to Participants in such amounts and upon such terms as the Committee shall determine, which need not be the same for each grant or for each Participant, provided that the terms comply with Section 409A of the Code with respect to a U.S. Participant or an applicable exemption thereunder.

Section 8.2 Performance Share Unit Agreement.

(a) Each Performance Share Unit grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" hereto, that shall specify the number of Performance Share Units granted, the Performance Period for Performance Share Units, and any other provisions as the Committee shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Performance Share Unit, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Performance Share Units.

(b) In making such determination, the Board shall consider the timing of crediting Performance Share Units, including crediting Performance Share Units in connection with Dividend Equivalents, to a Participant's account, the vesting requirements and settlement timing applicable to such Performance Share Units to ensure that the crediting of the Performance Share Units to the Participant's account, the vesting requirements and settlement timing are not considered a "salary deferral arrangement" for the purposes of the ITA and any applicable provincial legislation.

(c) The Award Agreement in respect of Performance Share Units shall contain such terms that may be considered necessary in order that the Performance Share Units will comply with any provisions respecting performance share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

Section 8.3 Performance Goals.

The Performance Goals may be based upon the achievement of corporate, divisional or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Committee. The Committee may modify the Performance Goals as necessary to align them with the Company's corporate objectives, subject to any limitations set forth in an Award Agreement or an employment or other agreement with a Participant. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur, and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur)), all as set forth in the applicable Award Agreement.

Section 8.4 Vesting Restriction.

Performance Share Units will vest on such terms as shall be specified by the Committee at the time of granting such Performance Share Units, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 in connection with a Change of Control pursuant to Section 10.2 or other similar transaction where the Participant ceases to be an eligible Participant in connection with such transaction, no Performance Share Units may vest before the date that is one year following the date it is granted or issued. For greater certainty, the vesting period must fall after the end of the Performance Period but no later than the last day of the Restriction Period.

Section 8.5 Dividends and Other Distributions.

Participants holding Performance Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Common Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Common Shares, or Performance Share Units, provided that any Dividend Equivalents paid in the form of additional Awards or Common Shares shall reduce the applicable pool of Common Shares available for issuance under all share compensation arrangements of the Company. Further, any additional Performance Share Units credited to the Participant's account in satisfaction of payment of dividends or Dividend Equivalents will vest in proportion to and will be paid under the Plan in the same manner as the Performance Share Units to which they relate. If the Company does not have a sufficient number of Common Shares available under this Plan to satisfy the payment of any dividends or Dividend Equivalent under this Section 8.5, or the issuance of any Awards or Common Shares in satisfaction of any dividends or Dividend Equivalents under this Section 8.5 would result in the breach of any limit contained in this Plan, the Company shall satisfy any such dividend payment in cash.

Section 8.6 Payment in Settlement of Performance Share Units.

Subject to the terms of this Plan and the applicable Award Agreement, after the applicable Performance Period has ended, the holder of Performance Share Units shall be entitled to receive payout on the value and number of Performance Share Units, determined as a function of the extent to which the corresponding Performance Goals have been achieved. When and if Performance Share Units become payable, the Company shall settle such Performance Share Units within a reasonable time and, in any event, no later than the last day of the Restriction Period, in cash, Common Shares of equivalent value (based on the FMV as of the settlement date), in some combination thereof, all as determined by the Committee at its sole discretion. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Performance Share Units. Any Common Shares issued under this Section 8.6 shall be considered as fully paid in consideration of past services rendered that are not less in value than the fair equivalent of money that the Company would have received if the Common Shares were issued for money. If any Performance Share Unit provides for a payout that may exceed the number of Performance Share Units granted, the maximum aggregate number of Common Shares that may be issued in respect of such Performance Share Unit shall be included in calculating the limits set forth in this Plan, and the Company shall satisfy any excess obligation in cash if it does not have a sufficient number of Common Shares available under this Plan to satisfy such obligation. Notwithstanding the foregoing, any payment in settlement of Performance Share Units shall be in a manner that is exempt from, or complies with, Section 409A of the Code with respect to any U.S. Participant.

Section 8.7 U.S. Participants

No Performance Share Unit holder who is resident in the United States may settle Performance Share Units for Common Shares unless the Common Shares issuable upon settlement of the Performance Share Units are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Article 9
TERMINATION OF EMPLOYMENT OR SERVICES

Section 9.1 Death, Incapacity and Disability.

If a Participant dies or becomes Incapacitated during the term of any Award or suffers a Disability while a Participant and, as a result, his or her employment, term of office or engagement with the Company or an Affiliate is terminated:

(a) any Awards held by the Participant that are not yet vested at the Termination Date shall continue to vest in accordance with their terms;

(b) any Awards held by the Participant that are subject to a Performance Goal shall be deemed to have been satisfied upon completion of the Performance Period;

(c) the executor, liquidator or administrator of the Participant's estate may exercise Options or other exercisable Awards of the Participant that become exercisable (including Awards which vested pursuant to the foregoing paragraphs) prior to the termination of such Awards in accordance with Section 9.1(e);

(d) any Restricted Share Units, Deferred Share Units or Performance Share Units held by the Participant that have vested or vest (including Awards which vested pursuant to Section 9.1(a) or Section 9.1(b)) prior to their termination in accordance with Section 9.1(e), and do not otherwise have exercise requirements, shall be paid to the Participant, executor, liquidator or administrator of the Participant's estate in accordance with the terms of the Plan and Award Agreement;

(e) the right to exercise or be paid for an Award terminates on the earlier of: (i) the date that is 12 months after the Termination Date; (ii) the date on which the particular Award expires or terminates; and (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, the last day of the same calendar year as the Participant's Separation from Service; and

(f) such Participant's eligibility to receive further grants of Awards under the Plan ceases as of the Termination Date.

Section 9.2 Retirement.

If a Participant voluntarily Retires then:

(a) any Awards held by the Participant that are not yet vested at the Termination Date shall continue to vest in accordance with their terms;

(b) the Participant or, if applicable, the executor, liquidator or administrator of the Participant's estate may exercise Options or other exercisable Awards of the Participant that become exercisable (including Awards which vested pursuant to the foregoing paragraphs) prior to the termination of such Awards in accordance with Section 9.2(d);

(c) any Restricted Share Units, Deferred Share Units or Performance Share Units held by the Participant that have vested or vest (including Awards which vested pursuant to Section 9.2(a) prior to their termination in accordance with Section 9.2(d)), and do not otherwise have exercise requirements, shall be paid to the Participant or, if applicable, the executor, liquidator or administrator of the Participant's estate in accordance with the terms of the Plan and Award Agreement;

(d) the right to exercise or be paid for an Award terminates on the earlier of: (i) the date that is 12 months after the Termination Date; (ii) the date on which the particular Award expires or terminates; and (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, to the extent necessary to comply with Section 409A of the Code, the last day of the same calendar year as the Participant's Separation from Service; and

(e) such Participant's eligibility to receive further grants of Awards under the Plan ceases as of the Termination Date.

Section 9.3 Termination For Cause.

Except for explicit modifications of the application of this clause set out in a Participant's employment or such other services agreement (which shall have paramountcy over this clause) and subject to the discretion of the Board to determine otherwise (which for the purposes of this Section 9.3 does not include reference to a Committee), where a Participant's employment, term of office or engagement terminates for just Cause:

(a) any vested but unexercised Options or other exercisable Awards held by the Participant at the Termination Date will be immediately cancelled and forfeited to the Company on the Termination Date for no consideration;

(b) any other Awards held by the Participant that are not yet vested or payable by the Company at the Termination Date will be immediately cancelled and forfeited to the Company on the Termination Date for no consideration;

(c) any remaining Awards held by the Participant that have vested and become payable by the Company before the Termination Date shall be paid to the Participant; and

(d) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Company or an Affiliate, as the case may be, provides the Participant with written notification that the Participant's employment or term of office or engagement, is terminated for Cause,

provided that, in any case where the Board determines otherwise or as otherwise agreed in any contract with any Participant which has been approved by the Board, the exercise or settlement period of an Award held by a Person who ceases to be a Participant shall not be longer than 12 months following the Termination Date.

Section 9.4 Termination for any Other Reason

Except for explicit modifications of the application of this clause set out in a Participant's employment agreement (which shall have paramountcy over this clause) and subject to the discretion of the Board to determine otherwise (which for these purposes of this Section 9.4 does not include reference to a Committee), where a Participant's employment or term of office or engagement terminates for any reason other than pursuant to Section 9.1, Section 9.2 or Section 9.3, then:

(a) any vested but unexercised Options or other exercisable Awards held by the Participant at the Termination Date will continue to be exercisable by the Participant until the earlier of:

  (i) the date that is 90 days after the Termination Date;

  (ii) the date on which the exercise period of the particular Option expires; and

  (iii) with respect to Options subject to Section 409A of the Code awarded to U.S. Participant, to the extent necessary to comply with Section 409A of the Code, the last day of the same calendar year as the Participant's Separation from Service,

(b) any other Awards held by the Participant that have vested (or vest pursuant to Section 10.2(c) or otherwise) and become payable by the Company before the Termination Date shall be paid to the Participant;

(c) subject to Section 10.2(c), any other Awards held by the Participant that are not yet vested or payable by the Company at the Termination Date will be immediately cancelled and forfeited to the Company on the Termination Date for no consideration; and

(d) the eligibility of a Participant to receive further grants under the Plan ceases as of the Termination Date,

provided that, in any case where the Board determines otherwise or as otherwise agreed in any contract with any Participant which has been approved by the Board, the exercise or settlement period of an Award held by a Person who ceases to be a Participant shall not be longer than 12 months following the Termination Date.

Article 10
ADJUSTMENT

For the purposes of this Article 10, any reference to the Board does not include a reference to a Committee.

Section 10.1 Adjustments in Authorized Shares.

(a) Subject to the approval of the TSXV, where applicable, in the event of any corporate event or transaction (including, but not limited to, a change in the Common Shares of the Company or the capitalization of the Company) such as a merger, arrangement or amalgamation that does not constitute a Change of Control under Section 10.2, or a consolidation, reorganization, recapitalization, separation, stock dividend, extraordinary dividend, stock split, reverse stock split, or other distribution of stock or property of the Company, combination of securities, exchange of securities, dividend in kind, or other like change in capital structure or distribution (other than normal cash dividends) to shareholders of the Company, or any similar corporate event or transaction (collectively, a "**Corporate Reorganization**"), the Board shall make or provide for such adjustments or substitutions, as applicable, as are equitably necessary to prevent dilution or enlargement of Participants' rights under the Plan that otherwise would result from such Corporate Reorganization including adjustments or substitutions to the number and kind of Common Shares that may be issued under the Plan, the number and kind of Common Shares subject to outstanding Awards, the Exercise Price or grant price applicable to outstanding Awards, the Total Share Authorization, and any other value determinations applicable to outstanding Awards or to this Plan. In connection with an adjustment in connection with a Corporate Reorganization, the Board shall have the discretion to permit a holder of Awards to purchase or receive (at the times, for the consideration, and subject to the terms and conditions set out in this Plan and the applicable Award Agreement) and the holder will then accept on the exercise or settlement of such Award, in lieu of the Common Shares that such holder would otherwise have been entitled to receive, the kind and amount of shares or other securities or property that such holder would have been entitled to receive as a result of a Corporate Reorganization if, on the effective date thereof, that holder had owned all Common Shares that were subject to the Award.

(b) The Board shall also make appropriate adjustments in the terms of any Awards under the Plan as are equitably necessary to reflect such Corporate Reorganization and may modify any other terms of outstanding Awards, including modifications of Performance Goals and changes in the length of Performance Periods. The determination of the Board as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan, provided that any such adjustments must comply with Section 409A of the Code with respect to any U.S. Participants and the rules of any stock exchange or market upon which such Common Shares are listed or traded.

Section 10.2 Change of Control

(a) Subject to the provisions of Section 10.2(b) or as otherwise provided in the Plan, in the event of a Change of Control, the Board shall have the discretion, subject to TSXV Policy 4.4, to:

(i) to amend, accelerate, abridge or eliminate any vesting terms (except, without the prior approval of the TSXV, the vesting terms of Options granted to Persons retained to perform Investor Relations Activities), conditions or schedule or to otherwise amend the conditions of exercise so that any such Award may be exercised or settled in whole or in part, conditionally or otherwise, by the Participant so as to entitle the Participant to either tender Common Shares into a transaction that could result in a Change of Control or receive any securities, property or cash which the Participant would have received upon such Change of Control if the Participant had exercised or settled their Award immediately prior to the applicable record date or event and, if determined appropriate by the Board, any such Award not exercised or otherwise settled at the effective time or record date (as applicable) of such Change of Control will be deemed to have expired; or

(ii) unilaterally determine that all outstanding Awards (other than Deferred Share Units and Options subject to the ITA) shall be cancelled upon a Change of Control, and that the value of such Awards, as determined by the Board in accordance with the terms of the Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change of

Control Price within a reasonable time subsequent to the Change of Control, subject to the approval of the TSXV,

provided that, if the transaction that constitutes the Change of Control is not completed within the time specified therein; then, at the discretion of the Board, the Common Shares may be returned to the Company and with respect to such returned Common Shares, the Award shall be reinstated as if it had not been exercised and the amended, abridged or otherwise eliminated vesting terms, conditions or schedules shall be reinstated and the affected Awards shall continue as if not amended, abridged or otherwise adjusted pursuant to this Section 10.2(a).

(b) Notwithstanding Section 10.2(a), no cancellation, acceleration of vesting, lapsing of restrictions or payment of an Award shall occur with respect to any Award if the Board reasonably determines in good faith prior to the occurrence of a Change of Control that such Award shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Award hereinafter referred to as an "**Alternative Award**") by any successor to the Company or an Affiliate as described in Article 16 and provided that the successor entity agrees to assume the obligation to provide Alternative Awards and; provided, however, that any such Alternative Award must:

(i) be based on stock which is traded on the TSXV and/or the Toronto Stock Exchange;

(ii) provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule (including vesting upon termination of employment) and identical or better timing and methods of payment;

(iii) recognize, for the purpose of vesting provisions, the time that the Award has been held prior to the Change of Control; and

(iv) have substantially equivalent economic value to such Award (determined prior to the time of the Change of Control).

(c) Where a Participant's employment or term of office or engagement is terminated for any reason, other than for Cause, during the 24 months following a Change of Control, any unvested Awards as at the date of such termination shall be deemed to have vested as at immediately prior to the date of such termination and shall become payable or exercisable as at the date of termination.

Section 10.3 Board Discretion

Adjustments and determinations under this Article 10 shall be made by the Board, whose decisions as to the adjustments or determination which shall be made, and the extent thereof, shall be final, binding, and conclusive.

Article 11
BENEFICIARY ON DEATH OR INCAPACITY

In the event of a Participant's death or Incapacity, all amounts due under the Plan shall only be paid to, and all rights of a Participant shall only be exercised by, the administrator, liquidator or executor of the Participant's estate.

Article 12
RIGHTS OF PERSONS ELIGIBLE TO PARTICIPATE

Section 12.1 Employment.

(a) Nothing in the Plan or an Award Agreement shall interfere with or limit in any way the right of the Company or an Affiliate to terminate any Participant's employment, consulting or other service relationship with the Company or an Affiliate at any time, nor confer upon any Participant any right to continue in the capacity in which he or she is employed or otherwise serves the Company or an Affiliate.

(b) The rights of a Participant pursuant to this Plan and any Award granted hereunder are the only rights to which the Participant (or the administrator, liquidator or executor of his or her estate) is entitled on termination of Employment with respect to such Participant's Award. The Participant acknowledges and agrees that they shall have no entitlement to damages or other compensation arising from or related to not receiving any Awards, grants, incentive compensation, payment or benefit that would have accrued to the Participant after the Termination Date. For clarity, no period of common law reasonable notice shall be used for purposes of calculating a Participant's entitlement under this Plan or any Award Agreement entered into in connection with same. By participating in this Plan, the Participant waives the right to receive damages or payment in lieu of any forfeited remuneration or Award under this Plan or any Award Agreement entered into in connection with same that would have accrued during any common law reasonable notice period that exceeds the Participant's minimum statutory notice of termination period under the applicable employment standards legislation (if any and if applicable).

(c) The Participant's participation in this Plan and acceptance of the Awards hereunder are voluntary. The Awards and payments hereunder are not compensation for services rendered and are an extraordinary item of compensation that is outside the scope of the Participant's employment or engagement with the Company, whether written or oral, and nothing can or must automatically be inferred from such the granting of such Awards. The Awards do not form an integral, normal, or expected part of the Participant's compensation from employment or engagement, and will not be counted for any purpose including relating to the calculation of any overtime, severance, resignation, termination of employment payments, or any long-service awards, bonuses, pension or retirement income or similar payments, and the Participant waives any claim on such basis.

Section 12.2 Participation.

No Participant shall have the right to be selected to receive an Award. No person selected to receive an Award shall have the right to be selected to receive a future Award, or, if selected to receive a future Award, the right to receive such future Award on terms and conditions identical or in proportion in any way to any prior Award.

Section 12.3 Rights as a Shareholder.

A Participant shall have none of the rights of a shareholder with respect to Common Shares covered by any Award until the Participant becomes the record holder of such Common Shares.

Article 13
AMENDMENT, MODIFICATION, SUSPENSION AND TERMINATION

Section 13.1 Amendment, Modification, Suspension and Termination.

(a) Subject to any applicable rules of the TSXV, the Board (which for these purposes does not include a reference to a Committee) may from time to time, in its absolute discretion and without the approval of shareholders, make the following amendments to the Plan or any Option or Award:

(i) amend the vesting provisions of the Plan, any Option or any Award;

(ii) amend the Plan, an Option or Award as necessary to comply with applicable law or the requirements of the TSXV or any other regulatory body having authority over the Company, the Plan or the shareholders;

(iii) any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan; and

(iv) any amendment respecting the administration of the Plan; and

(v) any other amendment that does not require the approval of shareholders under this Article 13.

(b) Shareholder approval is required for any of the following amendments to the Plan or any Awards and with respect to those amendments listed in Section 13.1(b)(i)-(vi) Disinterested Shareholder Approval is required:

(i) any individual Award grant or amendment to this Plan that would result in or permit the maximum aggregate number of Common Shares which may be issued under Awards granted or issued to Insiders (as a group) to exceed ten percent 10% of the issued Common Shares at any point in time;

(ii) any individual Award grant or amendment to this Plan that would result in or permit the grant to Insiders (as a group), within a twelve (12) month period, of an aggregate number of Common Shares exceeding ten percent (10%) of the issued Common Shares, calculated on the date the Award is granted to any Insider;

(iii) any individual Award grant or amendment to this Plan that would result in or permit the number of Common Shares issued to any individual in any twelve (12) month period under this Plan to exceed five percent (5%) of the issued Common Shares;

(iv) any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Participant is an Insider of the Company at the time of the proposed amendment;

(v) any amendment to an Award that results in a benefit to an Insider, and for further clarity, if the Company cancels any Award and within one year grants or issues a new Award to the same person, that is considered an amendment;

(vi) any individual Award grant that would result in the Total Share Authorization being exceeded;

(vii) any change that would materially modify the eligibility requirements for participation in this Plan;

(viii) an increase to the Total Share Authorization;

(ix) any amendment that would extend the maximum permissible term of any Award; and

(x) any amendment to Section 13.1(a) and this Section 13.1(b);

(c) Other than as expressly provided in an Award Agreement or as set out in Section 10.2 hereof or with respect to a Change of Control, the Committee shall not alter or impair any rights or increase any obligations with respect to an Award previously granted under the Plan without the consent of the Participant.

Section 13.2 Adjustment of Awards Upon the Occurrence of Unusual or Nonrecurring Events.

Subject to the approval of the TSXV, the Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events in addition to the events described in Article 10 hereof affecting the Company or the financial statements of the Company or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent unintended dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan. The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan.

Section 13.3 Awards Previously Granted.

Notwithstanding any other provision of the Plan to the contrary, no termination, amendment, suspension or modification of the Plan shall adversely affect in any material way any Award previously granted under the Plan, without the written consent of the Participant holding such Award.

Article 14
U.S. TAXPAYERS

Section 14.1 U.S. Participants

Any Option granted under the Plan to a U.S. Participant shall be treated as a non-statutory stock option for U.S. federal income tax purposes and is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

Section 14.2 Section 409A of the Code

(a) This Plan and Awards will be construed and interpreted to be exempt from, or where not so exempt, to comply with Section 409A of the Code to the extent required to preserve the intended tax consequences of this Plan. Any reference in this Plan to Section 409A of the Code also includes any regulation promulgated thereunder or any other formal guidance issued by the Internal Revenue Service with respect to Section 409A of the Code. Each Award shall be drafted, construed and administered such that the Award either (A) qualifies for an exemption from the requirements of Section 409A of the Code or (B) satisfies the requirements of Section 409A of the Code. If an Award is subject to Section 409A of the Code, (I) distributions shall only be made in a manner and upon an event permitted under Section 409A of the Code, (II) payments to be made upon a termination of employment or service shall only be made upon a Separation from Service, (III) unless the Award specifies otherwise, each installment payment shall be treated as a separate payment for purposes of Section 409A of the Code, and (IV) in no event shall a Participant, directly or indirectly, designate the calendar year in which a distribution is made except in accordance with Section 409A of the Code. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A of the Code, the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A of the Code, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A of the Code. The Company reserves the right to amend this Plan to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of this Plan in light of Section 409A of the Code. In n o event will the Company or any of its subsidiaries or Affiliates be liable for any tax, interest or penalties that may be imposed on a Participant under Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

(b) All terms of the Plan that are undefined or ambiguous must be interpreted in a manner that complies with Section 409A of the Code if necessary to comply with Section 409A of the Code.

(c) The Committee, in its discretion, may permit the acceleration of the time or schedule of payment of a U.S. Participant's vested Awards in the Plan that constitute "deferred compensation" subject to Section 409A of the Code under circumstances that constitute permissible acceleration events under Section 409A of the Code.

(d) Notwithstanding any provisions of the Plan to the contrary, in the case of any "specified employee" within the meaning of Section 409A of the Code who is a U.S. Participant, distributions of non-qualified deferred compensation under Section 409A of the Code made in connection with a Separation from Service may not be made prior to the date which is six months after the date of Separation from Service (or, if earlier, the date of death of the U.S. Participant). Any amounts subject to a delay in payment pursuant to the preceding sentence shall be paid as soon practicable following such six-month anniversary of such Separation from Service.

Section 14.3 Section 83(b) Election

If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Shares subject to vesting or other forfeiture conditions, the Participant shall be required to promptly file a copy of such election with the Company.

Section 14.4 Application of Article 14 to U.S. Participants

For greater certainty, the provisions of this Article 14 shall only apply to U.S. Participants.

Article 15
TAX AND WITHHOLDING

Section 15.1 Withholding.

(a) Notwithstanding any other provision of this Plan, all distributions, delivery of Common Shares or payments (including, for greater certainty, payments of cash equivalents) to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of such Participant) under the Plan shall be made net of applicable taxes and social security and other source deductions. The Board shall determine, in its sole discretion, the form of payment acceptable for such tax withholding obligations, including the delivery of cash or cash equivalents, Common Shares (including through delivery of previously owned Common Shares, net settlement, a broker-assisted sale, or other cashless withholding or reduction of the amount of Common Shares otherwise issuable or delivered pursuant to the Award), other property, or any other legal consideration the Board deems appropriate.

(b) Participants will be responsible for (and will indemnify the Company and any Affiliate in respect of) all taxes, social security contributions (including, if the terms of the Participant's option agreement so provides, and if lawful, employer social security contributions) and other liabilities arising out of or in connection with any Award or the acquisition, holding or disposal of Common Shares. If the Company or any Affiliate or the trustee of any employee benefit trust has any liability to pay or account for any such tax or contribution, it may meet the liability by:

(i) selling Common Shares to which the Participant becomes entitled on his behalf and using the proceeds to meet the liability;

(ii) deducting the amount of the liability from any cash payment due under this Plan;

(iii) reducing the number of Common Shares to which the Participant would otherwise be entitled; and/or

(iv) deducting the amount from any payment of salary, bonus or other payment due to the Participant.

(c) A Canadian tax resident Participant shall not settle any tax or social security contributions, or other such liabilities, by the sale of Common Shares, acquired through a prior Award, to the Company.

Section 15.2 Acknowledgement.

With an Award Agreement, (i) Participant shall acknowledge and agree that the ultimate liability for all taxes legally payable by Participant is and remains Participant's responsibility and may exceed the amount actually withheld by the Company; (ii) Participant shall further acknowledge that the Company: (a) makes no representations or undertakings regarding the treatment of any taxes in connection with any aspect of this Plan; and (b) does not commit to and is under no obligation to structure the terms of this Plan to reduce or eliminate Participant's liability for taxes or achieve any particular tax result, and (iii) further, if Participant has become subject to tax in more than one jurisdiction, Participant shall acknowledge that the Company may be required to withhold or account for taxes in more than one jurisdiction.

Section 15.3 Participant's Tax Responsibility

It is the responsibility of the Participant to ensure that they adhere to tax legislation in their jurisdiction regarding the reporting of benefits derived from the exercise or settlement of an Award.

Article 16
SUCCESSORS

Any obligations of the Company or an Affiliate under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Company or Affiliate, respectively, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the businesses and/or assets of the Company or Affiliate, as applicable.

Article 17
GENERAL PROVISIONS

Section 17.1 Forfeiture Events and Clawback.

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement). Without limiting the generality of the foregoing, the Board may provide in any case that outstanding Awards (whether or not vested or exercisable) and the proceeds from the exercise or disposition of Awards or Common Shares acquired under Awards will be subject to forfeiture and disgorgement to the Company, with interest and other related earnings, if the Participant to whom the Award was granted violates (a) a non-competition, non-solicitation, confidentiality or other restrictive covenant by which he or she is bound, or (b) any policy adopted by the Company applicable to the Participant that provides for forfeiture or disgorgement with respect to incentive compensation that includes Awards under the Plan. In addition, the Board may require forfeiture and disgorgement to the Company of outstanding Awards and the proceeds from the exercise or disposition of Awards or Common Shares acquired under Awards, with interest and other related earnings, to the extent required by law or applicable stock exchange listing standards and any related policy adopted by the Company. Each Participant, by accepting or being deemed to have accepted an Award under the Plan, agrees to cooperate fully with the Board, and to cause any and all permitted transferees of the Participant to cooperate fully with the Board, to effectuate any forfeiture or disgorgement required hereunder. Neither the Board nor the Company nor any other Person, other than the Participant and his or her permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or his or her permitted transferees, if any, that may arise in connection with this Section 17.1.

Section 17.2 Cash Payments

Payment of cash to Participants on the redemption or vesting of any Awards may be made through the Company's payroll or in such other manner as determined by the Company.

Section 17.3 Legend.

The certificates for Common Shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer of such Common Shares.

Section 17.4 Delivery of Title.

The Company shall have no obligation to issue or deliver evidence of title for Common Shares issued under the Plan prior to:

(a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and

(b) completion of any registration or other qualification of the Common Shares under any applicable law or ruling of any governmental body that the Company determines to be necessary or advisable.

Section 17.5 Investment Representations.

The Committee may require each Participant receiving Common Shares pursuant to an Award under this Plan to represent and warrant in writing that the Participant is acquiring the Common Shares for investment and without any present intention to sell or distribute such Common Shares.

Section 17.6 Uncertificated Common Shares.

To the extent that the Plan provides for issuance of certificates to reflect the transfer of Common Shares, the transfer of such Common Shares may be effected on a non-certificated basis to the extent not prohibited by applicable law or the rules of any applicable stock exchange.

Section 17.7 Unfunded Plan.

Participants shall have no right, title or interest whatsoever in or to any investments that the Company or an Affiliate may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company or an Affiliate and any Participant, beneficiary, legal representative or any other person. Awards shall be general unsecured obligations of the Company, except that if an Affiliate executes an Award Agreement instead of the Company the Award shall be a general unsecured obligation of the Affiliate and not any obligation of the Company. To the extent that any individual acquires a right to receive payments from the Company or an Affiliate, such right shall be no greater than the right of an unsecured general creditor of the Company or Affiliate, as applicable. All payments to be made hereunder shall be paid from the general funds of the Company or Affiliate, as applicable, and no special or separate fund (unless decided otherwise by the Company) shall be established and no segregation of assets shall be made to assure payment of such amounts except as expressly set forth in the Plan.

Section 17.8 No Fractional Common Shares.

No fractional Common Shares shall be issued or delivered pursuant to the Plan or any Award Agreement. In such an instance, unless the Committee determines otherwise, fractional Common Shares and any rights thereto shall be forfeited or otherwise eliminated.

Section 17.9 Other Compensation and Benefit Plans.

Nothing in this Plan shall be construed to limit the right of the Company or an Affiliate to establish other compensation or benefit plans, programs, policies or arrangements. Except as may be otherwise specifically stated in any other benefit plan, policy, program or arrangement, no Award shall be treated as compensation for purposes of calculating a Participant's rights under any such other plan, policy, program or arrangement.

Section 17.10 No Constraint on Corporate Action.

Nothing in this Plan shall be construed (i) to limit, impair or otherwise affect the Company's or an Affiliate's right or power to make adjustments, reclassifications, reorganizations or changes in its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell or transfer all or any part of its business or assets, or (ii) to limit the right or power of the Company or an Affiliate to take any action which such entity deems to be necessary or appropriate.

Section 17.11 Compliance with Canadian Securities Laws.

All Awards and the issuance of Common Shares underlying such Awards issued pursuant to the Plan will be issued pursuant to an exemption from the prospectus requirements of Canadian securities laws where applicable.

Article 18
LEGAL CONSTRUCTION

Section 18.1 Gender and Number.

Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular, and the singular shall include the plural.

Section 18.2 Headings

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

Section 18.3 Severability.

In the event any provision of this Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 18.4 Requirements of Law.

The granting of Awards and the issuance of Common Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or securities exchanges as may be required. The Company or an Affiliate shall receive the consideration required by law for the issuance of Awards under the Plan. The inability of the Company or an Affiliate to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company or an Affiliate to be necessary for the lawful issuance and sale of any Common Shares hereunder, shall relieve the Company or Affiliate of any liability in respect of the failure to issue or sell such Common Shares as to which such requisite authority shall not have been obtained.

Section 18.5 Time of Essence

Time is of the essence of this Plan and of each Award Agreement or Exercise Notice. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

Section 18.6 Governing Law.

The Plan and each Award Agreement shall be governed by the laws of the Province of British Columbia excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

Section 18.7 Compliance with Section 409A of the Code.

(a) To the extent the Plan is applicable to a particular Participant subject to the Code, it is intended that this Plan and any Awards made hereunder shall not provide for the payment of "deferred compensation" within the meaning of Section 409A of the Code or shall be structured in a manner and have such terms and conditions that would not cause such a Participant to be subject to taxes and interest pursuant to Section 409A of the Code. This Plan and any Awards made hereunder shall be administrated and interpreted in a manner consistent with this intent.

(b) To the extent that any amount or benefit in favour of a Participant who is subject to the Code would constitute "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Plan or any Award Agreement by reason of the occurrence of a Change of Control or the Participant's disability or separation from service, such amount or benefit will not be payable or distributable to the Participant by reason of such circumstance unless: (i) the circumstances giving rise to such Change of Control, disability or separation from service meet the description or definition of "change in control event," "disability," or "separation from service," as the case may be, in Section 409A of the Code and applicable proposed or final Treasury regulations thereunder, and (ii) the payment or distribution of such amount or benefit would otherwise comply with Section 409A of the Code and not subject the Participant to taxes and interest pursuant to Section 409A of the Code. This provision does not prohibit the vesting of any Award or the vesting of any right to eventual payment or distribution of any amount or benefit under this Plan or any Award Agreement.

(c) The Committee shall use its reasonable discretion to determine the extent to which the provisions of this Section 18.7 will apply to a Participant who is subject to taxation under the ITA.

SCHEDULE "A"
OPTION CERTIFICATE

Goldsky Resources Corp.

OMNIBUS EQUITY INCENTIVE PLAN

OPTION CERTIFICATE

This Certificate is issued pursuant to the provisions of the Goldsky Resources Corp.'s (the "**Company**") Omnibus Equity Incentive Plan (the "**Plan**") and evidences that **[□]** is the holder (the "**Optionee**") of an option (the "**Option**") to purchase common shares of the Company (the "**Common Shares**") subject to the terms and conditions set out herein.

Subject to the provisions of the Plan:

(a) The Optionee may purchase up to **[□]** Common Shares pursuant to this Option, as and to the extent that the Option vests and becomes exercisable;

(b) The exercise price of the Option is **[□]** per Common Share (the "**Exercise Price**");

(c) the grant date of the Option is **[□]**;

(d) the expiry date of the Option is **[□]** (the "**Expiry Date**"); and

(e) the Option shall vest in accordance with the following schedule:

(i) **[□]**; and

(ii) **[□]**.

The vested portion or portions of the Option may be exercised at any time and from time to time from and including the grant date through to 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date by delivering to the administrator of the Plan an Exercise Notice, in the form provided in the Plan, together with this Certificate and (a) a certified cheque or bank draft payable to "Goldsky Resources Corp." in an amount equal to the aggregate of the Exercise Price of the Common Shares in respect of which the Option is being exercised or (b) if an alternative arrangement has been made with the Company (i.e. Cashless Exercise), notice of the election to exercise on such alternative basis.

This Certificate and the Option evidenced hereby are only assignable, transferable or negotiable in limited circumstance and are subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Optionee hereby expressly agrees with the Company to be bound by. This 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 will prevail.

The Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto. All terms not otherwise defined in this Certificate will have the meanings given to them under the Plan.

Wherever possible, each provision of this Certificate shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Certificate is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Certificate shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

By acceptance of this Certificate, the Holder acknowledges receipt of the Plan and agrees hereby to become a party to and to be subject to the terms of the Plan.

The Optionee also acknowledges and consents to the collection and use of Personal Information (as defined in the TSXV Policies) by both the Company and the TSXV as more particularly set out in the Acknowledgement - Personal Information in use by the TSXV on the date of the Plan.

This Certificate and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

This Certificate may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

This Agreement shall bind and enure to the benefit of the Optionee and the Company and their respective successors and permitted assigns.

[NTD: Disclosure of personal information]

Dated this **[□]** day of **[□]**.

Goldsky Resources Corp.

Per: ______________________________

Administrator, Omnibus Equity Incentive Plan
Goldsky Resources Corp.

____

[Insert Participant's Name]

Goldsky Resources Corp.

OMNIBUS EQUITY INCENTIVE PLAN

OPTION CERTIFICATE - SCHEDULE

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

1. **[□]**

Goldsky Resources Corp.

Per: ____________________________________

Administrator, Omnibus Equity Incentive Plan
Goldsky Resources Corp.

____

[Insert Participant's Name]

SCHEDULE "B"
EXERCISE NOTICE

Goldsky Resources Corp.

EXERCISE NOTICE

TO: The Administrator, Omnibus Equity Incentive Plan
Goldsky Resources Corp.
[Address]

The undersigned hereby irrevocably gives notice, pursuant to the Goldsky Resources Corp. Omnibus Equity Incentive Plan (the "Plan"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

Number of Common Shares:	____________________
Exercise Price (per Common Share)	CAD$ ____________________
Aggregate Purchase Price	CAD$ ____________________
Amount enclosed	CAD$ ____________________

☐ Check here if alternative arrangements have been made with respect to Aggregate Purchase Price (i.e. Cashless Exercise, available only if the Company maintains a standing brokerage facility) otherwise please contact the Company with details where the amount enclosed does not equal the Aggregate Purchase Price above

The undersigned tenders herewith a certified cheque or bank draft payable to "Goldsky Resources Corp." in an amount equal to the Aggregate Purchase Price of the aforesaid Common Shares and directs the Company to issue and deliver the certificate or statement evidencing said Common Shares as follows:

Registration Instructions	Delivery Instructions
	☐ Same as Registration Instructions
____________________ (Name)	OR
____________________	____________________
____________________	____________________
____________________ (Address)	____________________ (Address)

By executing this Exercise Notice the undersigned hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan. All terms not otherwise defined in this Exercise Notice will have the meanings given to them under the Option Certificate.

DATED the ________ day of ____________________, __________.

Name of Optionee (Please Print)	Signature of Optionee

SCHEDULE "C"
AWARD CERTIFICATE

Goldsky Resources Corp.

OMNIBUS EQUITY INCENTIVE PLAN

[RESTRICTED SHARE UNIT/PERFORMANCE SHARE UNIT/DEFERRED SHARE UNIT] AWARD CERTIFICATE

This Certificate is issued pursuant to the provisions of the Goldsky Resources Corp. (the "**Company**") Omnibus Equity Incentive plan (the "**Plan**") and evidences that **[•]** is the holder (the "**Holder**") of an award (the "**Award**") issued pursuant to the Plan and subject to the terms and conditions set out herein.

Subject to the provisions of the Plan:

Your Grant:	**[Details of Award to be Inserted]**
Grant Price	**[To be Inserted if Applicable]**
Performance Goals:	**[To be Inserted if Applicable]**
Vesting Conditions:	**[To be Inserted if Applicable]**
Exercise Conditions:	**[To be Inserted if Applicable]**
Settlement Date:	**[To be Inserted if Applicable]**
Expiry Date:	**[To be Inserted if Applicable]**
Other Terms and Conditions:	**[To be Inserted if Applicable]**

The Award is also subject to the terms and conditions contained in the schedules, if any, attached hereto. All terms not otherwise defined in this Certificate will have the meanings given to them under the Plan.

This Certificate and the Award evidenced hereby are only assignable, transferable or negotiable in limited circumstance and are subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Holder hereby expressly agrees with the Company to be bound by. This 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 will prevail.

All terms not otherwise defined in this Certificate will have the meanings given to them under the Plan.

Wherever possible, each provision of this Certificate shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Certificate is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Certificate shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

By acceptance of this Certificate, the Holder acknowledges receipt of the Plan and agrees hereby to become a party to and to be subject to the terms of the Plan.

The Holder also acknowledges and consents to the collection and use of Personal Information (as defined in the TSXV Policies) by both the Company and the TSXV as more particularly set out in the Acknowledgement - Personal Information in use by the TSXV on the date of the Plan.

This Certificate and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

This Agreement shall bind and enure to the benefit of the Holder and the Company and their respective successors and permitted assigns.

Dated this **[□]** day of **[□]**.

Goldsky Resources Corp.

Per: ________________________________

Administrator, Omnibus Equity Incentive Plan
Goldsky Resources Corp.

____

[Insert Participant's Name]

Goldsky Resources Corp.

OMNIBUS EQUITY INCENTIVE PLAN

AWARD CERTIFICATE - SCHEDULE

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

1. **[□]**

Goldsky Resources Corp.

Per: ______________________________

Administrator, Omnibus Equity Incentive Plan
Goldsky Resources Corp.

____

[Insert Participant's Name]