

## **EMERITA RESOURCES CORP.**

### **MANAGEMENT INFORMATION CIRCULAR**

#### **ABOUT THE SHAREHOLDER MEETING**

July 24, 2026

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#### **SOLICITATION OF PROXIES**

**This management information circular (the “Management Information Circular”) is furnished in connection with the solicitation of proxies by the management (the “Management”) of Emerita Resources Corp. (the “Corporation” or “Emerita”) for use at the Annual General and Special Meeting (the “Meeting”) of holders (the “Shareholders”) of common shares of the Corporation (the “Common Shares” or the “Shares”) to be held at the time and place and for the purposes set forth in the attached notice of Meeting of Shareholders (the “Notice of Meeting”). Only shareholders of record at the close of business on July 24, 2026 (the “Record Date”) are entitled to receive notice of and vote at the Meeting and any adjournment(s) or postponement(s) thereof.**

Except as otherwise stated, the information contained herein is given as of July 24, 2026. In this Management Information Circular, all references to dollar amounts are to Canadian dollars, unless otherwise specified. All references herein to the Corporation shall include its subsidiaries as the context may require. It is expected that the solicitation of proxies will be primarily by mail; however, proxies may also be solicited by directors, officers and certain employees or consultants of the Corporation by telephone, email or in person but will not receive additional compensation for doing so. The cost of solicitation of proxies by Management will be borne by the Corporation.

The Corporation may pay the reasonable costs incurred by persons who are the Non-Registered Holders (as defined below) but not beneficial owners of shares (such as brokers, dealers and other registrants under applicable securities law and nominees and custodians) in sending or delivering copies of the Notice of Meeting, the Management Information Circular, the form of proxy and the financial statement request form to the Non-Registered Holders. Payments will be made upon receipt of an appropriate invoice. The Corporation will furnish to such persons, upon request to the Corporate Secretary of the Corporation, 301-217 Queen Street West, Toronto, Ontario, M5C 2X3 and without additional cost, additional copies of the Notice of Meeting, Management Information Circular, financial statements, financial statement request form and form of proxy.

Except as noted below, the Corporation has distributed or made available for distribution, copies of the Meeting Materials (as defined below) to the Intermediaries (as defined below) for distribution to Non-Registered Holders whose Common Shares are held by or in custody of such Intermediaries. Such Intermediaries are required to forward such documents to Non-Registered Holder unless a Non-Registered Holder has waived the right to receive them. The Corporation has elected not to pay for the delivery of the Meeting Materials to objecting Non-Registered Holders by the Intermediaries and therefore Non-Registered Holders will not receive the Meeting Materials unless their Intermediaries assume the cost of delivery of the Meeting Materials. The Corporation is sending proxy-related materials directly to non-objecting Non-Registered Holders, through the services of its transfer agent and registrar, TSX Trust Company (“**TSX Trust**”). The solicitation of proxies from Non-Registered Holders will be carried out by the Intermediaries or by the Corporation if the names and addresses of the Non-Registered Holders are provided by Intermediaries.

#### **PROXIES AND VOTING**

**Shareholders who are unable (or who do not intend) to attend the Meeting and who wish to have their shares voted at the Meeting are requested to date, sign and return, in the envelope provided for that purpose, the enclosed form of proxy. Proxies must be deposited: (i) with the**

Corporation's transfer agent and registrar, TSX Trust, on or before 10:00 a.m. (Eastern time) on Friday, August 21, 2026, or forty-eight (48) hours (excluding Saturdays, Sundays and holidays) prior to the commencement of the Meeting if the Meeting is adjourned; or (ii) with the Chair of the Meeting prior to the commencement of the Meeting or any adjournment thereof, in order for the shares represented thereby to be voted at the Meeting or any adjournment thereof.

The shares represented by any proxy in favour of the nominees of Management named therein will be voted for, against or withheld from voting with respect to the matters described herein in accordance with the instructions provided in any such proxy on any ballot that may be called for and if a Shareholder specifies a choice with respect to any matter to be acted upon, the shares will be voted accordingly. **In the absence of any specification to the contrary, such proxies will be voted in favour of the passing of the matters set out in the Notice of Meeting.**

**The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments to matters identified in the Notice of Meeting or other matters that may properly come before the Meeting.** As of the date hereof, Management knows of no other matters to come before the Meeting other than matters referred to in the Notice of Meeting. If any matters which are not now known should properly come before the Meeting or if any amendments or variations to the matters referred to in the Notice of Meeting are presented for consideration at the Meeting, the forms of proxy will be voted on such matters, amendments and variations in accordance with the best judgment of the person voting the proxy.

**The persons named in the enclosed form of proxy are officers of the Corporation and represent Management. Each Shareholder has the right to appoint a person or a company (who need not be a Shareholder) other than the persons named in the accompanying form of proxy as proxy holder to represent the Shareholder at the Meeting.** The Shareholder may exercise this right by inserting the name of the nominee in the space provided in the enclosed form of proxy or may complete another appropriate form of proxy, and in each case delivering the completed proxy in the manner set forth above.

## **NON-REGISTERED HOLDERS**

The information in this section is of significant importance to Shareholders who do not hold their Common Shares in their own name. Only registered holders of Common Shares or duly appointed proxy holders are permitted to vote at the Meeting. Many Shareholders of the Corporation are Non-Registered Holders because the Common Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Common Shares.

More particularly, a person is a Non-Registered Holder in respect of Common Shares which are held on behalf of that person (the "**Non-Registered Holder**") but which are registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP's, RRIF's, RESP's and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited ("**CDS**")) of which the Intermediary is a participant. In accordance with the requirements of NI 54-101 of the Canadian Securities Administrators, the Corporation has distributed copies of the Notice of Meeting, this Management Information Circular, a form of proxy, a voting instruction form (if applicable) and a financial statement request form (collectively the "**Meeting Materials**") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.

Intermediaries are required to forward the Meeting Materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

- a. be given a form of proxy **which is not signed by the Intermediary** and which, when properly completed and signed by the Non-Registered Holder and **returned to the Intermediary or its service company**, will constitute voting instructions (often called a “voting instruction form” or a “proxy authorization form”) which the Intermediary must follow. Typically, the Non-Registered Holder will also be given a page of instruction which contains a removable label containing a bar code and other information. In order for the form of proxy to be validly constituted, the Non-Registered Holder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company; or
- b. less typically, be given a form of proxy **which has already been signed by the Intermediary** (typically by an electronic signature), which is restricted as to the number of shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deliver it to TSX Trust as provided under “Proxies and Voting” above.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Shares of the Corporation which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting, the Non-Registered Holder should strike out the names of the persons named in the proxy and insert the Non-Registered Holder’s (or such other persons) name in the blank space provided. **In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the form of proxy is to be delivered.**

#### **REVOCATION OF PROXIES**

**A proxy given by a Shareholder for use at the Meeting may be revoked at any time prior to its use. In addition to revocation in any other manner permitted by law, a Shareholder who has given a proxy may revoke it by an instrument in writing executed by the Shareholder or by the Shareholder’s attorney authorized in writing or, if the Shareholder is a corporation, by an officer or attorney thereof duly authorized in writing, and deposited either at the principal office of the Corporation, 310-217 Queen Street West, Toronto, Ontario M5V 0R2, to the attention of the Corporate Secretary, on or before the last business day preceding the day of the Meeting or any adjournment thereof or, as to any matter upon which a vote has not already been cast pursuant to the authority conferred by such proxy, with the Chair of the Meeting on the day of the Meeting or any adjournment thereof.**

#### **VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF**

The authorized capital of the Corporation consists of an unlimited number of Common Shares. As of the Record Date, the Corporation has 296,623,958 Common Shares issued and outstanding. Each Common Share you hold as of the Record Date carries one vote on all items to be voted on at the Meeting.

To the knowledge of the directors and executive officers of the Corporation, as at the Record Date, there are no shareholders who beneficially own, directly or indirectly, or exercise control or direction over, voting securities carrying 10% or more of the voting rights attached to the voting securities of the Corporation as of the date hereof.

#### **BUSINESS OF THE MEETING**

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Other than in respect of the election of directors, re-approval of the Stock Option Plan and as otherwise disclosed herein, no director or executive officer (as such term is defined under applicable securities laws) of the Corporation, and no Nominee (as defined below), or the associates or affiliates of such persons have any direct or indirect material interest in any transaction to be acted upon at the Meeting.

### Financial Statements

The (i) financial statements for the financial year ended September 30, 2025, together with the auditor's report thereon, and (ii) the unaudited condensed interim consolidated financial statements for the six months ended March 31, 2026, will be presented to Shareholders for review at the Meeting and were mailed to Shareholders with the Notice of Meeting and this Circular. No vote by the Shareholders is required with respect to this matter.

### Appointment of Auditors

Unless authority to do so is withheld, the persons named in the accompanying proxy intend to vote for the appointment of McGovern Hurley LLP as auditors of the Corporation until the close of the next annual meeting of Shareholders and to authorize the directors to fix their remuneration. McGovern Hurley LLP have been the auditors of the Corporation since January 8, 2013.

The following table sets out the audit and audit-related fees billed by the Corporation's auditors for the years ended September 30, 2024 and 2025.

| Service            | 2025                   | 2024             |
|--------------------|------------------------|------------------|
| Audit Fees         | \$113,581              | \$98,601         |
| Audit-Related Fees | Nil                    | Nil              |
| Tax Fees           | \$11,235               | \$9,095          |
| Other Fees         | \$6,955 <sup>(1)</sup> | Nil              |
| <b>Total:</b>      | <b>\$131,771</b>       | <b>\$107,696</b> |

Notes:

(1) Review of the interim financial statements for the three months ended December 31, 2024.

For additional information about the Corporation's auditors and the Audit Committee (as defined below), please refer to the section "Audit Committee".

### Stock Option Plan

The Corporation's stock option plan (the "**Stock Option Plan**") is designed to advance the interests of the Corporation by encouraging employees, officers, directors and consultants to have equity participation in the Corporation through the acquisition of Common Shares. Accordingly, the Corporation has adopted the Stock Option Plan, which was re-approved by Shareholders at the Corporation's last annual and special meeting of Shareholders held on June 19, 2025.

A copy of Stock Option Plan is attached at Schedule "A" hereto. The following is a summary of the terms of the proposed Stock Option Plan, which is qualified in its entirety by the provisions of the Stock Option Plan.

The Stock Option Plan is a "rolling" stock option plan under the policies of the TSX Venture Exchange ("**TSXV**" or the "**Exchange**") as under the Stock Option Plan the Corporation is authorized to grant stock options of up to 10% of its issued and outstanding Common Shares at the time of the stock option grant, from time to time, with or without vesting provisions. As of the Record Date, there is an aggregate of 17,203,870 stock options outstanding under the Corporation's existing stock option plan, which represents approximately 5.8% of the total issued and outstanding Common Shares.

Directors, officers, employees and certain consultants are eligible to receive stock options under the Stock Option Plan. Upon the termination of an optionholder's engagement with the Corporation, the stock options held by such optionholder will be cancelled 90 days following such optionholder's termination from the Corporation. Stock options granted under the Stock Option Plan are not assignable.

The terms and conditions of each option granted under the Stock Option Plan will be determined by the Board upon the recommendation of the Compensation Committee (as defined below). Stock options will be priced in the context of the market and in compliance with applicable securities laws and the Exchange guidelines. Vesting terms will be determined at the discretion of the Board on the recommendation of the Compensation Committee. The Board shall also determine the term of stock options granted under the Stock Option Plan, provided that no stock option shall be outstanding for a period greater than five years.

The Board believes that except for certain material changes to the Stock Option Plan it is important that the Board has the flexibility to make changes to the Stock Option Plan without shareholder approval, include appropriate adjustments to outstanding options in the event of certain corporate transactions, the addition of provisions requiring forfeiture of options in certain circumstances, specifying practices with respect to applicable tax withholdings and changes to enhance clarity or correct ambiguous provisions.

The Stock Option Plan does not provide for the transformation of stock options granted under the Stock Option Plan into stock appreciation right involving the issuance of securities from the treasury of the Corporation.

The Corporation will not provide financial assistance to any optionholder to facilitate the exercise of options under the Stock Option Plan.

The Corporation is required to obtain the approval of its Shareholders of any stock option plan that is a "rolling" plan yearly at the Corporation's annual meeting of Shareholders. Accordingly, at the Meeting, Shareholders will be asked to approve the following ordinary resolution approving the Stock Option Plan:

"BE IT RESOLVED THAT:

1. the Stock Option Plan of Emerita Resources Corp. (the "Corporation"), as described in the management information circular of the Corporation dated July 24, 2026, is hereby approved; and
2. any director or officer of the Corporation is hereby authorized to execute (whether under the corporate seal of the Corporation or otherwise) and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the true intent of these resolutions."

**The Board recommends that the Shareholders vote in favour of the re-approval of the Corporation's Stock Option Plan. PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE RE-APPROVAL OF THE STOCK OPTION PLAN UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT THE COMMON SHARES ARE TO BE VOTED AGAINST SUCH ORDINARY RESOLUTION.**

#### **Number of Directors**

The Board currently consists of six directors. The Board proposes to fix the number of directors to be elected at the Meeting at six (6), or such number as the directors may determine in accordance with the *Business Corporations Act* (Ontario). A special resolution of the shareholders is required to approve such resolution.

## Election of Directors

The Board currently consists of six directors. The Corporation has nominated six persons (the “**Nominees**”) for election as directors of the Corporation, who will hold office until the next annual meeting of the Corporation or until his or her successor is elected or appointed. At the Meeting, Shareholders will be asked to elect these Nominees as directors of the Corporation. **The persons named in the enclosed form of proxy intend to vote for the election of the Nominees. Management does not contemplate that any of the Nominees will be unable to serve as a director.**

As the Corporation has adopted a Majority Voting Policy, the process for voting for election of each director will be by individual voting and not by slate. The Shareholders can vote for or withhold from voting on the election of each director on an individual basis. See “About the Board” for more information on our Majority Voting Policy.

### *Director Profiles*

Each of the six nominated directors is profiled below, including his or her background and experience, committee memberships, share ownership and other public company directorships.

**MARILIA BENTO**  
**ONTARIO, CANADA**

**DIRECTOR SINCE OCTOBER 31, 2012**

Marilia Bento has over 25 years of experience in the financial industry and Canadian capital markets. Throughout her career, she has held senior leadership positions in equity capital markets and corporate development, with extensive experience advising public and private companies on strategic growth initiatives, capital raising, and corporate finance.

Prior to her corporate development roles, Ms. Bento spent more than 14 years as Managing Director, Senior Partner and Head of Equity Capital Markets at Macquarie Capital Markets Canada Ltd. (formerly Orion Securities Inc.). During her tenure, she was directly involved in raising in excess of \$46 billion in equity capital for clients across a broad range of industries.

Ms. Bento also has extensive experience serving on the boards of directors of both publicly listed and privately held companies, providing strategic guidance, governance oversight, and capital markets expertise.

Shareholdings: 1,417,842 Common Shares

Other Public Company Boards: None

Committee Memberships: Compensation Committee, Corporate Governance and Nominating Committee, Special Committee (Chair)

**JOAQUIN MERINO**  
**SEVILLE, SPAIN**

**DIRECTOR SINCE JANUARY 8, 2013**

Joaquin Merino, the CEO and President of the Corporation, is a professional geologist with over 30 years of experience in the mining industry. He was previously Vice President, Exploration for Primero Mining Corp. and before that Vice President Exploration for Apogee Minerals Ltd. From 2003 to 2006, Mr. Merino was the exploration manager for Placer Dome at Porgera Mine and prior to that chief mine geologist at Hecla Mining's La Camorra mine. Mr. Merino has extensive international experience in South America, Europe and Asia-Pacific regions. Mr. Merino holds a Masters Degree in Sciences from Queens University (Ontario), and a Bachelors Degree in Geology

from the University of Seville (Spain). Mr. Merino is a member of the Association of Professional Geoscientists of Ontario.

Shareholdings: 3,632,884 Common Shares

Other Public Company Boards: None

Committee Memberships: None

**CATHERINE STRETCH**  
**ONTARIO, CANADA**

**DIRECTOR SINCE DECEMBER 9, 2013**

Catherine Stretch is Senior Vice President Corporate Affairs & Sustainability at Troilus Mining Corp., a TSX listed advanced stage exploration and development company focused on the mineral expansion and potential mine re-start of the former gold and copper Troilus mine in Quebec. From 2015 to 2019, Catherine was Chief Commercial Officer of Aguia Resources Limited, an ASX and TSX Venture listed company developing phosphate and copper assets in Brazil. She has 20 years of experience in capital markets with a particular focus on the formation, development and operation of resource companies and was previously a partner and the Chief Operating Officer of a Canadian investment firm which had \$1 billion in assets under management. Ms. Stretch has a Bachelor of Arts In Economics and History from Western University and a Masters of Business Administration from the Schulich School of Business at York University.

Shareholdings: 2,016,526 Common Shares

Other Public Company Boards: None

Committee Memberships: Audit Committee (Chair) and Special Committee

**DAVID PATTERSON**  
**BRITISH COLUMBIA, CANADA**

**DIRECTOR SINCE APRIL 15, 2026**

David Patterson is the Co-founder and CEO of Vested Technology Corp and David Patterson brings over 40 years of experience as Chairman and CEO of various mineral exploration companies listed on the TSXV and CSE. Mr. Patterson holds a Masters of Business from Simon Fraser University (1991).

Shareholdings: 300,000 Common Shares

Other Public Company Boards: Aurbis Resources Corp.  
BlockMint Technologies Inc.

Committee Memberships: Audit Committee and Corporate Governance and Nominating Committee (Chair)

**AGNE AHLENIUS**  
**SEVILLE, SPAIN**

**DIRECTOR SINCE JUNE 3, 2026**

Agne Ahlenius is a senior mining executive with over 35 years of international experience in mine development and operations. Currently CEO of EMC Gold and before that, CEO & Managing Director of the San Juan Mine Project (tungsten), owned by Eurobattery Minerals AB Sweden, Mr. Ahlenius has held top-level positions in leading Spanish and international mining operations, including roles as Mine Manager at Boliden AB, Operations Manager for MATSA in Spain, and

CEO at Lundin Mining for Zinkgruvan Mining AB in Sweden. He holds a Master of Science in Mining Engineering from Luleå University of Technology, Sweden. In addition to his fluency in Spanish, Mr. Ahlenius has a deep understanding of the Spanish regulatory environment and has successfully collaborated with governmental authorities at various levels, skills which the Company's Board believe will contribute to ongoing efforts to successfully advance the IBW Project through major feasibility and regulatory milestones in the coming months.

Shareholdings: Nil

Other Public Company Boards: Drillcon AB

Committee Memberships: Compensation Committee (Chair) and Corporate Governance and Nominating Committee

**JOSEPH BELAN**  
**ONTARIO, CANADA**

**DIRECTOR SINCE JUNE 8, 2026**

Joseph Belan is Chairman and CEO of merchant bank Karst Capital Partners and brings over 25 years of investment banking and private equity experience globally. Mr. Belan has held senior M&A roles in global financial institutions including Credit Suisse First Boston, Goldman Sachs and UBS as well as Managing Director of Swiss-based Pala Investments, a US\$1bn multi-strategy investment firm focused on the metals and mining sector. Mr. Belan also brings senior investment and executive experience in complicated restructurings, buyouts, acquisitions and strategic repositioning in the mining and industrial sectors and previously served as a senior advisor to the Canada Pension Plan Investment Board.

Shareholdings: 85,000

Other Public Company Boards: None

Committee Memberships: Audit Committee, Compensation Committee and Special Committee

*Other Information about the Director Nominees*

No proposed director of the Corporation (a) is, or within ten years prior to the date hereof has been, a director, chief executive officer or chief financial officer of any company (including the Corporation) that, (i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; (b) no proposed director of the Corporation (i) is, or within ten years prior to the date hereof has been, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (ii) has, within ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee



appointed to hold the assets of the proposed director; (c) no proposed director has been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director; and (d) no proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the Corporation acting solely in such capacity.

## **CORPORATE GOVERNANCE**

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The Corporation and the Board recognize the importance of corporate governance in effectively managing the Corporation, protecting employees and shareholders, and enhancing shareholder value.

The Board fulfills its mandate directly at regularly scheduled meetings or as required. The directors are kept informed regarding the Corporation's operations at regular meetings and through reports and discussions with management on matters within their particular areas of expertise. Frequency of meetings may be increased and the nature of the agenda items may be changed depending upon the state of the Corporation's affairs and in light of opportunities or risks that the Corporation faces.

The Corporation believes that its corporate governance practices are in compliance with applicable Canadian requirements for Exchange listed issuers. The Corporation is committed to monitoring governance developments to ensure its practices remain current and appropriate.

### **Ethical Business Conduct**

The Board is apprised of the activities of the Corporation and ensures that it conducts such activities in an ethical manner. The Board has adopted a written code of business conduct and ethics pursuant to which the Corporation promotes an overall culture of ethical business conduct by requiring compliance with applicable laws, rules and regulations; providing guidance to consultants, officers and directors to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary actions for violations of ethical business conduct. In particular, the Board ensures that directors exercise independent judgement in considering transactions and certain activities of the Corporation by holding in camera sessions of independent directors, when applicable, and by having each director declare his or her interest in a particular transaction and abstaining from voting on such matters, where applicable.

## **ABOUT THE BOARD**

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### **Independence of the Board**

The Board is currently comprised of six members; their independence is as follows:

| <b>Director</b>   | <b>Independent</b> | <b>Not Independent</b> | <b>Reason for Non-Independence</b>                       |
|-------------------|--------------------|------------------------|----------------------------------------------------------|
| David Patterson   | √                  |                        |                                                          |
| Marilia Bento     | √                  |                        |                                                          |
| Joaquin Merino    |                    | √                      | Chief Executive Officer and President of the Corporation |
| Catherine Stretch | √                  |                        |                                                          |
| Agne Ahlenius     | √                  |                        |                                                          |
| Joseph Belan      | √                  |                        |                                                          |

To facilitate the functioning of the Board independently of management, the following structures and processes are in place:

- under the by-laws of the Corporation, any two directors may call a meeting of the Board; and
- the Board practice is to hold in-camera meetings with the independent directors at the end of each Board or committee of the Board meeting to the extent required.

#### *Nomination of Directors*

The Board works with the Corporate Governance and Nominating Committee to identify new candidates for nomination to the Board. The process by which candidates are identified is through recommendations presented to the Board, which establishes and discusses qualifications based on corporate law and regulatory requirements as well as education and experience related to the business of the Corporation. Please refer to the section “Corporate Governance Committee”.

#### *Compensation*

The Compensation Committee is responsible for recommending to the Board the compensation of the directors and executive officers of the Corporation. The process for determining such executive compensation is relatively informal, in view of the size and stage of the Corporation and its operations. The Corporation does not maintain specific performance goals or use benchmarks in determining the compensation of executive officers. Upon the recommendation of the Compensation Committee, the Board of Directors may at its discretion award either a cash bonus or stock options for high achievement or for accomplishments that the Board of Directors deem as worthy of recognition. The Compensation Committee has initiated a thorough review of its compensation processes and intends to establish a formal compensation process for the compensation of the directors and executive officers of the Corporation including establishing a referential peer group and applicable key performance indicators.

The Compensation Committee considers and discusses proposals received from its members and the Chief Executive Officer of the Corporation regarding the compensation of senior officers and the directors. Please refer to the section “Compensation Committee”.

#### *Board Assessments*

The Board and its individual directors are assessed on an informal basis continually as to their effectiveness and contribution. The Chairman of the Board encourages discussion amongst the Board as to evaluation of the effectiveness of the Board as a whole and of each individual director. All directors are free to make suggestions for improvement of the practice of the Board at any time and are encouraged to do so.

#### *Majority Voting Policy*

The Corporation has adopted a Majority Voting Policy to provide a meaningful way for the Corporation’s shareholders to hold individual directors accountable and to require the Corporation to closely examine directors that do not have the support of a majority of Shareholders. The policy provides that forms of proxy for the election of directors will permit a Shareholder to vote in favour of, or to withhold from voting, separately for each director nominee and that where a director nominee has more votes withheld than are voted in favour of him or her, the nominee will be considered not to have received the support of the Shareholders, even though duly elected as a matter of corporate law. Pursuant to the policy, such a nominee will forthwith submit his or her resignation to the Board, such resignation to be effective on acceptance by the Board. The Board will then establish an advisory committee (the “**Committee**”) to which it shall refer the resignation for consideration. In such circumstances, the Committee will make a recommendation to the Board as to the director’s suitability to continue to serve as a director after reviewing, among other things,

the results of the voting for the nominee and the Board will consider such recommendation. This policy does not apply where an election involves a proxy battle (i.e., where proxy material is circulated in support of one or more nominees who are not part of the director nominees supported by the Board).

#### *Orientation and Continuing Education*

The Board, working with the Corporate Governance Committee, will be responsible for ensuring that new directors are provided with an orientation and education program, which will include written information about the duties and obligations of directors, the business and operations of the Corporation, documents from recent Board meetings, and opportunities for meetings and discussion with senior management and other directors. Directors are expected to attend all meetings of the Board and are also expected to prepare thoroughly in advance of each meeting in order to actively participate in the deliberations and decisions.

The Board recognizes the importance of ongoing director education and the need for each director to take personal responsibility for this process. The Board notes that it has benefited from the experience and knowledge of individual members of the Board in respect of the evolving governance regime and principles. The Board ensures that all directors are apprised of changes in the Corporation's operations and business.

#### **Board Committees**

The Board of Directors has established three standing committees of directors: the Corporate Governance and Nominating Committee, the Audit Committee and the Compensation Committee. From time to time, ad hoc special committees of the Board of Directors may be appointed to consider specific issues. On April 9, 2026, the Corporation announced that the Ontario Securities Commission has filed an Application for Enforcement Proceeding against the Corporation and certain of its officers and directors concerning historical matters involving legacy projects (the "**Allegations**").

In response to the Allegations, the Company established an ad hoc special committee of independent directors to direct the Company's review of, and response to, the Allegations and other related matters (the "**Special Committee**"). The Allegations are unproven and the officers and directors named in the proceeding have retained their own legal counsel to defend the Allegations against them. The Special Committee is comprised of Marilia Bento (Chair), Catherine Stretch and Joseph Belan.

### **CORPORATE GOVERNANCE AND NOMINATING COMMITTEE**

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The corporate governance and nominating committee of the Corporation (the "**Corporate Governance Committee**") is comprised of David Patterson (Chair), Marilia Bento and Agne Ahlenius. Each of the Corporate Governance Committee members are independent. Please refer to "Director Profiles", commencing on page 6, for the relevant education and experience of each of the members of the Corporate Governance Committee.

The Corporate Governance Committee is established by the Board to, among other things, ensure that the Board is comprised of an appropriate number of independent directors, facilitate the independent functioning of the Board, annually review performance and qualification of directors, annually assess the effectiveness of the Board and each individual director, suggest changes to Emerita's governance practices, establish procedures to identify nominees for election to the Board, as well as orient and educate new members of the Board.

The members of the Corporate Governance Committee are appointed annually by the Board and serve at the pleasure of the Board until their successors are duly appointed.

## AUDIT COMMITTEE

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The purposes of the Audit Committee are to assist the Board's oversight of the integrity of the Corporation's financial statements; the Corporation's compliance with legal and regulatory requirements; the qualifications and independence of the Corporation's independent auditors; and the performance of the independent auditors and the Corporation's internal audit function. Please see Schedule "B" for the Audit Committee Charter.

The Corporation's audit committee (the "**Audit Committee**") is currently comprised of three directors: Catherine Stretch (Chair), David Patterson and Joseph Belan. Each of the members of the Audit Committee is considered financially literate and independent. Please refer to "Director Profiles", commencing on page 6, for the relevant education and experience of each of the members of the Audit Committee.

### **Audit Committee Oversight**

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

### **Reliance on Certain Exemptions**

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on either (a) an exemption in section 2.4 of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators (the "**Instrument**"); or (b) an exemption from the Instrument, in whole or in part, granted under Part 8 (*Exemptions*) of the Instrument. As the Corporation is listed on the Exchange, it is relying on the exemption provided in section 6.1 of the Instrument in respect of part 3 (*Composition of the Audit Committee*) and part 5 (*Reporting Obligations*) of the Instrument.

### ***External Auditor***

The Audit Committee pre-approves all non-audit services to be provided to the Corporation or its subsidiary entities by the issuer's external auditors.

Please see page 4 for the fees paid to external auditors in 2024 and 2025.

## COMPENSATION COMMITTEE

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The Corporation's compensation committee (the "**Compensation Committee**") is comprised of three directors: Agne Ahlenius (Chair), Marilia Bento and Joseph Belan. Each of the members of the Compensation Committee is independent. The Compensation Committee is established by the Board to assist the Board in fulfilling its responsibilities relating to human resources and compensation issues.

## OVERSIGHT AND DESCRIPTION OF DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

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### **Compensation of Directors**

The Board, at the recommendation of the Compensation Committee, determines the compensation payable to the directors of the Corporation and reviews such compensation periodically throughout the year. For their role as directors of the Corporation, each director of the Corporation who is not

a Named Executive Officer (as defined herein) may be paid annual director fees, in cash, and may, from time to time, be awarded stock options under the provisions of the Stock Option Plan and/or restricted share units (“**RSUs**”) or deferred share units (“**DSUs**”) under the provisions of the Corporation’s restricted share unit and deferred unit plan. There are no other arrangements under which the directors of the Corporation who are not Named Executive Officers were compensated by the Corporation or its subsidiaries during the most recently completed financial year end for their services in their capacity as directors of the Corporation.

### **Compensation of Named Executive Officers**

For the financial year ended September 30, 2025, the objectives of the Corporation’s compensation strategy was to ensure that compensation for its Named Executive Officers, as defined below (“**NEOs**”) is sufficiently attractive to recruit, retain and motivate high performing individuals to assist Emerita in achieving its goals.

The process for determining executive compensation is relatively informal, in view of the size and stage of the Corporation and its operations. Executive officers are involved in the process and make recommendations to the Compensation Committee, which considers and recommends to the Board for approval the discretionary components (e.g. cash bonuses) of the annual compensation of senior management. Except as otherwise described below, the Corporation does not maintain specific performance goals or use benchmarks in determining the compensation of executive officers. Upon the recommendation of the Compensation Committee, the Board may at its discretion award either a cash bonus or stock options, RSU or DSUs for high achievement or for accomplishments that the Board deem as worthy of recognition.

Compensation for the NEOs is composed primarily of three components: base fees, performance bonuses and stock-based compensation. In establishing the levels of base fees, performance bonuses and the award of stock options, RSUs or DSUs, the Compensation Committee takes into consideration a variety of factors, including the financial and operating performance of the Corporation, and each NEO’s individual performance and contribution towards meeting corporate objectives, responsibilities and length of service.

#### *Salary*

Amounts paid to executive officers as base salary, including merit salary increases, are determined in accordance with an individual’s performance and salaries in the marketplace for comparable positions. However, certain of the NEOs provide their services in similar capacities to other reporting issuers, in addition to Emerita. There is no mandatory framework that determines which of these factors may be more or less important and the emphasis placed on any of these factors may vary among the executive officers. The determination of base salaries relies principally on negotiations between the respective NEO and the Corporation and is therefore heavily discretionary.

#### *Bonus*

Emerita’s cash bonus awards are designed to reward an executive for the direct contribution which he or she can make to the Corporation. NEOs are entitled to receive discretionary bonuses from time to time as determined or approved by the Board, upon the recommendation of the Compensation Committee, or the Chief Executive Officer, as applicable. The Corporation does not currently prescribe a set of formal objective measures to determine discretionary bonus entitlements. Rather the Corporation uses informal goals which may include an assessment of an individual’s current and expected future performance, level of responsibilities and the importance of his/her position and contribution to the Corporation. Precise goals or milestones are not pre-set by the Board.

#### *Indebtedness of Directors and Officers*

As at the date of this Circular, and during the financial year ended September 30, 2025, no director or executive officer of the Corporation or Nominee (as defined herein) (and each of their associates and/or affiliates) was indebted, including under any securities purchase or other program, to (i) the Corporation or its subsidiaries, or (ii) any other entity which is, or was at any time during the financial year ended September 30, 2025 the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or its subsidiaries.

#### *Directors' and Officers' Insurance and Indemnification*

The Corporation maintains insurance for the benefit of its directors and officers against liability in their respective capacities as directors and officers. The Corporation has purchased in respect of directors and officers an aggregate of \$10,000,000 in coverage. The approximate amount of premiums paid by the Corporation during the financial year ended September 30, 2025, in respect of such insurance was \$41,990.

The Corporation has not, as yet, adopted a policy restricting its Named Executive Officers or directors from purchasing instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designated to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the Named Executive Officers or directors.

In light of the Corporation's size, the Board does not deem it necessary to consider at this time the implications of the risks associated with its compensation policies and practices.

#### *Summary Compensation Table*

The following table summarizes the compensation paid during the two most recently completed financial years in respect of the individuals who were carrying out the role of the Chief Executive Officer ("CEO") of the Corporation, Chief Financial Officer ("CFO") of the Corporation and each of the directors of the Corporation. The CEO, CFO and Mr. Guy are the Named Executive Officers of the Corporation for the year ended September 30, 2025.

**TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES**

| Name and position                                              | Year | Salary, consulting fee, retainer or commission (\$) | Bonus (\$) | Committee or meeting fees (\$) | Value of perquisites (\$) | Value of all other compensation (\$) | Total compensation (\$) |
|----------------------------------------------------------------|------|-----------------------------------------------------|------------|--------------------------------|---------------------------|--------------------------------------|-------------------------|
| David Gower, Former CEO & Director <sup>(1) (2)</sup>          | 2025 | 312,000                                             | Nil        | Nil                            | Nil                       | Nil                                  | 312,000                 |
|                                                                | 2024 | 240,000                                             | 150,000    | Nil                            | Nil                       | Nil                                  | 390,000                 |
| Joaquin Merino, CEO, President and Director <sup>(1) (2)</sup> | 2025 | 246,428                                             | Nil        | Nil                            | Nil                       | Nil                                  | 246,428                 |
|                                                                | 2024 | 240,000                                             | 150,000    | Nil                            | Nil                       | Nil                                  | 390,000                 |
| Greg Duras, Former Chief Financial Officer <sup>(1)(7)</sup>   | 2025 | 135,000                                             | Nil        | Nil                            | Nil                       | Nil                                  | 135,000                 |
|                                                                | 2024 | 90,000                                              | 40,000     | Nil                            | Nil                       | Nil                                  | 130,000                 |
| Marilia Bento, Director                                        | 2025 | 57,500                                              | Nil        | Nil                            | Nil                       | Nil                                  | 57,500                  |
|                                                                | 2024 | 70,000                                              | Nil        | Nil                            | Nil                       | Nil                                  | 70,000                  |
| Catherine Stretch, Director                                    | 2025 | 57,500                                              | Nil        | Nil                            | Nil                       | Nil                                  | 57,500                  |
|                                                                | 2024 | 70,000                                              | Nil        | Nil                            | Nil                       | Nil                                  | 70,000                  |

|                                                                  |      |         |         |     |     |     |         |
|------------------------------------------------------------------|------|---------|---------|-----|-----|-----|---------|
| Lawrence Guy,<br>Former Executive<br>Chairman <sup>(1) (3)</sup> | 2025 | 275,000 | Nil     | Nil | Nil | Nil | 275,000 |
|                                                                  | 2024 | 200,000 | 150,000 | Nil | Nil | Nil | 350,000 |
| Michael Jones,<br>Former Director <sup>(4)</sup>                 | 2025 | 57,500  | Nil     | Nil | Nil | Nil | 57,500  |
|                                                                  | 2024 | 70,000  | Nil     | Nil | Nil | Nil | 70,000  |
| David Patterson<br>Chairman <sup>(3)</sup>                       | 2025 | N/A     | N/A     | N/A | N/A | N/A | N/A     |
|                                                                  | 2024 | N/A     | N/A     | N/A | N/A | N/A | N/A     |
| Agne Ahlenius<br>Director <sup>(5)</sup>                         | 2025 | N/A     | N/A     | N/A | N/A | N/A | N/A     |
|                                                                  | 2024 | N/A     | N/A     | N/A | N/A | N/A | N/A     |
| Joseph Belan<br>Director <sup>(6)</sup>                          | 2025 | N/A     | N/A     | N/A | N/A | N/A | N/A     |
|                                                                  | 2024 | N/A     | N/A     | N/A | N/A | N/A | N/A     |
| Ian Fodie<br>Chief Financial<br>Officer <sup>(7)</sup>           | 2025 | N/A     | N/A     | N/A | N/A | N/A | N/A     |
|                                                                  | 2024 | N/A     | N/A     | N/A | N/A | N/A | N/A     |

Notes:

- (1) Compensation has been paid as consulting fees under the independent contractor agreement with the Named Executive Officer as described under the heading “Executive Compensation – Termination of Employment, Change in Responsibilities and Employment Contracts” of this Circular.
- (2) Mr. Gower resigned as the CEO and as a director of the Corporation on April 20, 2026 and was replaced by Joaquin Merino as CEO.
- (3) Mr. Guy resigned as Executive Chairman and as a director of the Corporation on April 20, 2026 and was replaced by Mr. Patterson as Chairman on April 20, 2026.
- (4) Mr. Jones resigned as a director of the Corporation on April 15, 2026.
- (5) Mr. Ahlenius was appointed as a director of the Corporation effective June 3, 2026.
- (6) Mr. Belan was appointed as a director of the Corporation effective June 8, 2026.
- (7) Mr. Fodie was appointed as CFO on July 17, 2026 replacing Mr. Duras.

## Stock Options and Other Compensation Securities

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

| Compensation Securities                                          |                               |                                                                                             |                        |                                          |                                                                        |                                                                   |             |
|------------------------------------------------------------------|-------------------------------|---------------------------------------------------------------------------------------------|------------------------|------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------------------------|-------------|
| 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 |
| David Gower,<br>Former CEO &<br>Director <sup>(1)</sup>          | Stock options                 | 600,000                                                                                     | Feb 3, 2025            | \$1.18                                   | \$1.34                                                                 | \$1.59                                                            | Feb 3, 2027 |
|                                                                  | RSUs <sup>(12)</sup>          | 1,000,000                                                                                   | Feb 3, 2025            | N/A                                      | \$1.34                                                                 | \$1.59                                                            | N/A         |
| Joaquin Merino,<br>CEO, President and<br>Director <sup>(2)</sup> | Stock options                 | 600,000                                                                                     | Feb 3, 2025            | \$1.18                                   | \$1.34                                                                 | \$1.59                                                            | Feb 3, 2027 |
|                                                                  | RSUs <sup>(12)</sup>          | 1,000,000                                                                                   | Feb 3, 2025            | N/A                                      | \$1.34                                                                 | \$1.59                                                            | N/A         |
| Greg Duras,<br>Former Chief Financial<br>Officer <sup>(3)</sup>  | Stock options                 | 100,000                                                                                     | Feb 3, 2025            | \$1.18                                   | \$1.34                                                                 | \$1.59                                                            | Feb 3, 2027 |
|                                                                  | RSUs                          | 300,000                                                                                     | Feb 3, 2025            | N/A                                      | \$1.34                                                                 | \$1.59                                                            | N/A         |
| Marilia Bento,                                                   | Stock options                 | 100,000                                                                                     | Feb 3, 2025            | \$1.18                                   | \$1.34                                                                 | \$1.59                                                            | Feb 3, 2027 |

|                                                              |                      |           |             |        |        |        |             |
|--------------------------------------------------------------|----------------------|-----------|-------------|--------|--------|--------|-------------|
| Director <sup>(4)</sup>                                      | RSUs <sup>(12)</sup> | 300,000   | Feb 3, 2025 | N/A    | \$1.34 | \$1.59 | N/A         |
| Catherine Stretch,<br>Director <sup>(5)</sup>                | Stock options        | 100,000   | Feb 3, 2025 | \$1.18 | \$1.34 | \$1.59 | Feb 3, 2027 |
|                                                              | RSUs <sup>(12)</sup> | 300,000   | Feb 3, 2025 | N/A    | \$1.34 | \$1.59 | N/A         |
| Lawrence Guy,<br>Former Executive<br>Chairman <sup>(6)</sup> | Stock options        | 600,000   | Feb 3, 2025 | \$1.18 | \$1.34 | \$1.59 | Feb 3, 2027 |
|                                                              | RSUs <sup>(12)</sup> | 1,000,000 | Feb 3, 2025 | N/A    | \$1.34 | \$1.59 | N/A         |
| Michael Jones,<br>Former Director <sup>(7)</sup>             | Stock options        | 100,000   | Feb 3, 2025 | \$1.18 | \$1.34 | \$1.59 | Feb 3, 2027 |
|                                                              | RSUs                 | 300,000   | Feb 3, 2025 | N/A    | \$1.34 | \$1.59 | N/A         |
| David Patterson,<br>Chairman <sup>(8)</sup>                  | Stock options        | N/A       | N/A         | N/A    | N/A    | N/A    | N/A         |
|                                                              | RSUs                 | N/A       | N/A         | N/A    | N/A    | N/A    | N/A         |
| Agne Ahlenius<br>Director <sup>(9)</sup>                     | Stock options        | N/A       | N/A         | N/A    | N/A    | N/A    | N/A         |
|                                                              | RSUs                 | N/A       | N/A         | N/A    | N/A    | N/A    | N/A         |
| Joseph Belan<br>Director <sup>(10)</sup>                     | Stock options        | N/A       | N/A         | N/A    | N/A    | N/A    | N/A         |
|                                                              | RSUs                 | N/A       | N/A         | N/A    | N/A    | N/A    | N/A         |
| Ian Fodie<br>Chief Financial<br>Officer <sup>(11)</sup>      | Stock options        | N/A       | N/A         | N/A    | N/A    | N/A    | N/A         |
|                                                              | RSUs                 | N/A       | N/A         | N/A    | N/A    | N/A    | N/A         |

Notes:

- (1) Mr. Gower holds 1,200,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 575,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027 and 300,000 stock options with an exercise price of \$0.40 that were issued on August 8, 2023 and expire on August 8, 2028. On February 3, 2026, 333,334 RSUs vested and were converted into 333,334 Common Shares.
- (2) Mr. Merino holds 1,200,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 575,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027 and 300,000 stock options with an exercise price of \$0.40 that were issued on August 8, 2023 and expire on August 8, 2028. On February 3, 2026, 333,334 RSUs vested and were converted into 333,334 Common Shares.
- (3) Mr. Duras holds 650,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 275,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027 and 300,000 stock options with an exercise price of \$1.18 that were issued on August 8, 2023 and expire on August 8, 2028. On February 3, 2026, 100,000 RSUs vested and were converted into 100,000 Common Shares. Mr. Duras' aforementioned stock options and 200,000 unvested RSUs expired on July 17, 2026.
- (4) Ms. Bento holds 650,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 275,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027 and 300,000 stock options with an exercise price of \$1.18 that were issued on August 8, 2023 and expire on August 8, 2028. On February 3, 2026, 100,000 RSUs vested and were converted into 100,000 Common Shares.
- (5) Ms. Stretch holds 650,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 275,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027 and 300,000 stock options with an exercise price of \$1.18 that were issued on August 8, 2023 and expire on August 8, 2028. On February 3, 2026, 100,000 RSUs vested and were converted into 100,000 Common Shares.
- (6) Mr. Guy holds 1,200,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 575,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027 and 300,000 stock options with an exercise price of \$0.40 that were issued on August 8, 2023 and expire on August 8, 2028. On February 3, 2026, 333,334 RSUs vested and were converted into 333,334 Common Shares.
- (7) Mr. Jones holds 650,000 stock options with an exercise price of \$1.86 that were issued on July 29, 2021 and expire on July 29, 2026, 275,000 stock options with an exercise price of \$2.75 that were issued on February 4, 2022 and expire on February 4, 2027 and 300,000 stock options with an exercise price of \$1.18 that were issued on August 8, 2023 and expire on August 8, 2028. On February 3, 2026, 100,000 RSUs vested and were converted into 100,000 Common Shares. Mr. Jones resigned as a director of the



Corporation on April 15, 2026. As such, the aforementioned stock options expired on July 15, 2026 and 200,000 unvested RSUs expired on April 15, 2026.

- (8) Mr. Patterson was appointed as a director of the Corporation on April 15, 2026 and as Chairman of the Board of the Corporation effective April 20, 2026.
- (9) Mr. Ahlenius was appointed as a director of the Corporation effective June 3, 2026.
- (10) Mr. Belan was appointed as a director of the Corporation effective June 8, 2026.
- (11) Mr. Fodie was appointed as CFO on July 17, 2026 replacing Mr. Duras.
- (12) The RSUs vest annually in equal installments over a three-year period beginning on February 3, 2026.

## Exercise of Stock Options

The following Directors and NEOs of the Corporation exercised stock options during the year ended September 30, 2025:

| Exercise of Compensation Securities by Directors and NEOs  |                               |                                           |                                  |                  |                                                                           |                                                                              |                              |
|------------------------------------------------------------|-------------------------------|-------------------------------------------|----------------------------------|------------------|---------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------|
| Name and position                                          | Type of compensation security | Number of underlying securities exercised | Exercise price per security (\$) | Date of exercise | Closing price of security or underlying security on date of exercise (\$) | Difference between exercise price and closing price on date of exercise (\$) | Total Value on Exercise Date |
| Catherine Stretch<br>Director                              | Stock Options                 | 250,000                                   | \$0.10                           | Oct 25, 2024     | \$0.63                                                                    | \$0.53                                                                       | \$157,500                    |
| Joaquin Merino<br>CEO, President & Director <sup>(1)</sup> | Stock Options                 | 650,000                                   | \$0.10                           | Oct 31, 2024     | \$0.57                                                                    | \$0.47                                                                       | \$370,500                    |
| David Gower<br>Former CEO & Director <sup>(1)</sup>        | Stock Options                 | 650,000                                   | \$0.10                           | Nov 6, 2024      | \$0.56                                                                    | \$0.46                                                                       | \$299,000                    |
| Marilia Bento<br>Director                                  | Stock Options                 | 250,000                                   | \$0.10                           | Nov 7, 2024      | \$0.56                                                                    | \$0.46                                                                       | \$140,000                    |

Notes:

- (1) Mr. Gower resigned as the CEO and as a director of the Corporation on April 20, 2026 and was replaced by Joaquin Merino as CEO.

## Stock Option Plan

Options are granted pursuant to the Corporation's Stock Option Plan and in accordance with the rules of the TSXV. The Stock Option Plan is administered by the Board, upon the recommendations of the Compensation Committee. See above under the section "Business of the Meeting – Stock Option Plan."

The table below sets out the outstanding options under the Stock Option Plan as of September 30, 2025.

|                                                            | Number of securities to be issued upon exercise of outstanding options | Weighted-average exercise price of outstanding options | Number of securities remaining available under equity compensation plans (excluding securities reflected in column (a)) as of September 30, 2025 |
|------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Plan Category                                              | (a)                                                                    | (b)                                                    | (c)                                                                                                                                              |
| Equity compensation plans approved by security holders     | 23,625,000                                                             | \$1.31                                                 | 5,286,853                                                                                                                                        |
| Equity compensation plans not approved by security holders | Nil                                                                    | Nil                                                    | Nil                                                                                                                                              |
| <b>TOTAL</b>                                               | <b>23,625,000</b>                                                      | <b>\$1.31</b>                                          | <b>5,286,853</b>                                                                                                                                 |

### Restricted Share Unit and Deferred Share Unit Plan

The Corporation believes that granting RSUs and DSUs to officers, directors, consultants and employees encourages retention and more closely aligns the interests of such key personnel with the interests of shareholders while at the same time not drawing on the limited cash resources of the Corporation.

The Board administers the restricted share unit and deferred share unit plan (the “**RSU/DSU Plan**”), designates from time to time those directors, officers, employees, and consultants of the Corporation to whom RSUs and DSUs are to be granted and determines the number of shares covered by such RSUs and DSUs. RSUs and DSUs are granted by the Corporation pursuant to recommendations by the Compensation Committee and approval of the Board.

The following is a summary of the terms of the proposed RSU/DSU Plan, which is qualified in its entirety by the provisions of the RSU/DSU Plan. The RSU/DSU Plan can be accessed under the Corporation’s profile at [www.sedarplus.ca](http://www.sedarplus.ca).

The aggregate number of Common Shares that may be reserved for issuance under the RSU/DSU Plan is limited to 19,800,000 Common Shares.

The following limits apply to the operation of the RSU/DSU Plan:

- a. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation of the Corporation granted or issued in any 12-month period to any one Eligible Consultant (as defined in the RSU/DSU Plan) shall not exceed 2% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to such Eligible Consultant;
- b. unless the Corporation has obtained the requisite approval of disinterested Shareholders:
  - i. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued in any 12-month period to any one person shall not exceed 5% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to such person;
  - ii. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued to insiders as a group shall not exceed 10% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis at any point in time;
  - iii. the maximum aggregate number of Common Shares that are issuable pursuant to all security-based compensation granted or issued in any 12-month period to

Insiders (as defined in the RSU/DSU Plan) as a group shall not exceed 10% of the total number of issued and outstanding Common Shares of the Corporation on a non-diluted basis, calculated as at the date any security-based compensation is granted or issued to any insider; and

- c. Awards may not be granted under the RSU/DSU Plan to persons retained to provide Investor Relations Activities (as defined in the RSU/DSU Plan).

Each Award granted to a Participant shall be evidenced by an Award Grant Agreement (as defined in the RSU/DSU Plan) with terms and conditions consistent with the RSU/DSU Plan and as approved by the Board (which terms and conditions need not be the same in each case and may be changed from time to time, subject to the RSU/DSU Plan, and any required approvals of the changes by the TSXV or such other exchange or exchanges on which the Common Shares are then traded).

The Board may, in its sole discretion, determine the time at which Awards shall vest and whether there shall be any other Performance Conditions or criteria to vesting, subject to the provisions of the RSU/DSU Plan. In the absence of any determination by the Board to the contrary at the time of grant, Awards will vest in one half (1/2) increments namely: (i) as to ½ of the Awards on the day which is the first anniversary of the grant date of the Award; and (ii) as to the remaining ½ of the Awards on the day which is the second anniversary of the grant date of the Award. The authority of the Board in respect of vesting of Awards under the RSU/DSU Plan is subject to Section 4.6 of TSXV Policy 4.4, whereby no Award may vest before the first anniversary of the grant date of such Award, subject to acceleration in certain circumstances pursuant to the provisions of the RSU/DSU Plan. Upon the Vesting Date, and subject to the provisions of the RSU/DSU Plan, RSUs shall be settled by the Corporation by a payment to the Participant in cash or in Common Shares.

Once vested in accordance with the applicable Vesting Date, and subject to the provisions of the RSU/DSU Plan, DSUs shall be settled by the Corporation by a payment to the Participant in cash or in Common Shares upon the earlier of the death, Eligible Retirement (as defined in the RSU/DSU Plan) or Termination (as defined in the RSU/DSU Plan) of the Participant.

Following receipt of payment by the Participant, the Awards so settled shall be of no value whatsoever and shall be struck from the Participant's notional account.

Subject to any contrary determination by the Board (including by the terms of the applicable Award Grant Agreement), upon the death, Eligible Retirement or Termination (for any reason whatsoever) of a Participant:

- a. any vested Award held by such Participant at the date of death, Eligible Retirement or Termination, which has not yet been settled, shall be settled within thirty (30) days of such date; and
- b. any unvested Award held by such Participant at the date of death, Eligible Retirement or Termination shall be terminated as of such date and shall not thereafter entitle such Awardee or its estate or legal representative, as applicable, to any Common Shares or cash payment.

For greater certainty, if a RSU has Performance Conditions attached to it which remain unsatisfied at the date of death, Eligible Retirement or Termination of the applicable Participant, the RSU shall be deemed to not have vested.

Any determination made by the Board shall be made in accordance with the policies of the TSXV, including without limitation, that all Awards must expire within a reasonable period, not exceeding twelve (12) months, following the date such Participant ceases to be an eligible Participant in accordance with the RSU/DSU Plan.

Notwithstanding any other provision in the RSU/DSU Plan but subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if there takes place a Change of Control (as defined in the RSU/DSU Plan), all issued and outstanding Awards shall vest (whether or not then vested) and the Vesting Date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board, in its absolute discretion, prior to the time such Change of Control takes place.

Except in the case of a transaction that is a Change of Control, subject to any provision to the contrary contained in the applicable Award Grant Agreements, or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if the Corporation amalgamates with, or is the subject of an arrangement with, another corporation, any Common Shares receivable on the vesting of an Award shall, instead, become the right to receive the securities, property or cash which the Participant would have received upon such amalgamation or arrangement if the Participant had settled his, her or its Award immediately prior to the record date applicable to such amalgamation or arrangement, and shall be adjusted equitably and appropriately by the Board. Prior to agreeing to any such amalgamation or arrangement, the Board shall take all such steps as are necessary to ensure that such other corporation honours this provision of the RSU/DSU Plan and the requirement that vested Awards be settled as aforementioned.

The Board shall have the power to, at any time and from time to time, either prospectively or retrospectively, amend, suspend or terminate the RSU/DSU Plan or any Award granted under the RSU/DSU Plan in any manner it may choose, provided that:

- a. any amendment to the RSU/DSU Plan or any Award requires prior acceptance of the TSXV, unless such amendment imposes additional Performance Conditions;
- b. if any amendment in respect of an Award will result in a benefit to an Insider, approval of disinterested Shareholders is required;
- c. if any amendment will result in the limits set out in the RSU/DSU Plan being exceeded, approval of disinterested Shareholders is required; and
- d. any amendment, suspension or termination is in accordance with applicable laws and the rules of any other stock exchange on which the Common Shares are listed.

If the RSU/DSU Plan is terminated, the provisions of the RSU/DSU Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Award or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the RSU/DSU Plan, the Board shall remain able to make such amendments to the RSU/DSU Plan or the Awards as they would have been entitled to make if the RSU/DSU Plan were still in effect.

The RSU/DSU Plan was last approved by Shareholders at the annual and special meeting of Shareholders held on August 9, 2024, and is therefore not subject to approval at the Meeting.

The table below sets out the outstanding RSUs and DSUs under the RSU/DSU Plan as of the Record Date.

|                                                        | Number of securities to be issued upon exercise of outstanding RSUs/DSUs | Weighted-average exercise price of outstanding RSUs/DSUs | Number of securities remaining available under the RSU/DSU Plan (excluding securities reflected in column (a)) |
|--------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Plan Category                                          | (a)                                                                      | (b)                                                      | (c)                                                                                                            |
| Equity compensation plans approved by security holders | 5,133,326                                                                | \$0.00                                                   | 12,100,000                                                                                                     |

|                                                            |                  |             |                   |
|------------------------------------------------------------|------------------|-------------|-------------------|
| Equity compensation plans not approved by security holders | N/A              | N/A         | N/A               |
| <b>TOTAL</b>                                               | <b>5,133,326</b> | <b>0.00</b> | <b>12,100,000</b> |

## Employment and Consulting Agreements

The following describes the respective consulting and employment agreements entered into by the Corporation and its directors and NEOs as of the Record Date.

| Name                                                         | Monthly Fees | Severance on Termination | Severance on Change of Control <sup>(1)</sup> |
|--------------------------------------------------------------|--------------|--------------------------|-----------------------------------------------|
| David Gower,<br>Former CEO <sup>(2)</sup>                    | \$28,000     | \$336,000                | \$1,022,000                                   |
| Joaquin Merino,<br>CEO, President and<br>Director            | \$28,000     | \$336,000                | \$1,272,000                                   |
| Greg Duras,<br>Former CFO <sup>(3)</sup>                     | N/A          | N/A                      | N/A                                           |
| Lawrence Guy,<br>Former Executive<br>Chairman <sup>(4)</sup> | \$20,000     | \$240,000                | \$630,000                                     |

Notes:

- (1) Severance upon a Change of Control becomes payable in the event of a Change of Control of the Corporation and within one year following the date of the Change of Control the Corporation either terminates the executive officer's appointment or alters the executive officer's position and/or responsibilities in a materially adverse manner.
- (2) Mr. Gower resigned as the CEO and as a director of the Corporation on April 20, 2026 and was replaced by Joaquin Merino as CEO. Mr. Gower is currently a technical consultant to the Corporation pursuant to a consulting agreement with the Corporation.
- (3) Mr. Duras was replaced by Ian Fodie as CFO on July 17, 2026.
- (4) Mr. Guy resigned as the Executive Chairman of the Corporation on April 20, 2026 and was replaced by David Patterson as Chairman. Mr. Guy is currently a capital markets consultant to the Corporation pursuant to a consulting agreement with the Corporation.

For the purpose of the agreements set forth above, "Change of Control" is defined as (a) the acquisition by any person (person being defined as an individual, a corporation, a partnership, an unincorporated association or organization, a trust, a government or department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual and an associate or affiliate of any thereof as such terms are defined in the *Business Corporations Act* (Ontario) of: (1) shares or rights or options to acquire shares of the Corporation or securities which are convertible into shares of the Corporation or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 30% or more of the votes entitled to be cast at a meeting of the shareholders of the Corporation; (2) shares or rights or options to acquire shares of any material subsidiary of the Corporation or securities which are convertible into shares of the material subsidiary or any combination thereof such that after the completion of such acquisition such person would be entitled to exercise 30% or more of the votes entitled to be cast at a meeting of the shareholders of the material subsidiary; or (3) more than 50% of the material assets of the Corporation, including the acquisition of more than 50% of the material assets of any material subsidiary of the Corporation, or (b) as a result of or in connection with: (1) a contested election of directors; or (2) a consolidation, merger, amalgamation, arrangement or other reorganization of acquisitions involving the Corporation or its affiliates and another corporation or other entity, the nominees named in the most recent management information circular of the Corporation for election to the Board shall not constitute a majority of the Board.

### *Summary of Termination Payments*

The estimated incremental payments, payables and benefits that might be paid to the officers and directors pursuant to the above noted agreements in the event of termination without cause or after a Change of Control (assuming such termination or Change of Control is effective as of the Record Date) are detailed below:

| <b>Named Executive Officer</b> | <b>Termination not for Cause (\$)</b> | <b>Termination on a Change of Control Approved (\$)</b> |
|--------------------------------|---------------------------------------|---------------------------------------------------------|
| <b>Joaquin Merino</b>          |                                       |                                                         |
| Salary and Quantified Benefits | 336,000                               | 672,000                                                 |
| Bonus                          | N/A                                   | 600,000                                                 |
| Total                          | 336,000                               | 1,272,000                                               |
| <b>Greg Duras</b>              |                                       |                                                         |
| Salary and Quantified Benefits | N/A                                   | N/A                                                     |
| Bonus                          | N/A                                   | N/A                                                     |
| Total                          | N/A                                   | N/A                                                     |
| <b>David Gower</b>             |                                       |                                                         |
| Salary and Quantified Benefits | 336,000                               | 672,000                                                 |
| Bonus                          | N/A                                   | 350,000                                                 |
| Total                          | 336,000                               | 1,022,000                                               |
| <b>Lawrence Guy</b>            |                                       |                                                         |
| Salary and Quantified Benefits | 240,000                               | 480,000                                                 |
| Bonus                          | N/A                                   | 150,000                                                 |
| Total                          | 240,000                               | 630,000                                                 |

### **Interest of Informed Persons in Material Transactions**

No person who has been a director or executive officer of the Corporation, nor any proposed nominee for director of the Corporation, nor any person or company who beneficially owns, directly or indirectly, or who exercises control or direction over (or a combination of both) more than 10% of the issued and outstanding Common Shares, nor any associate or affiliate of those persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any transaction since the beginning of the Corporation's last completed financial year or proposed transaction which has materially affected or would materially affect the Corporation or its subsidiaries.

### **Management Contracts**

The management functions of the Corporation are not, to any substantial degree, performed by a person or company other than the directors or senior officers of the Corporation.

## **ADDITIONAL INFORMATION AND CONTACT INFORMATION**

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Additional information relating to the Corporation may be found under the profile of the Corporation on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). Additional financial information is provided in the Corporation's audited financial statements and related management's discussion and analysis for the financial year ended September 30, 2025, which can be found under the profile of the Corporation on SEDAR+. Shareholders may also request these documents from Lisa Thompson, the Corporate Secretary of the Corporation by email at [ltompson@emeritaresources.com](mailto:ltompson@emeritaresources.com).

### **Board of Directors Approval**

The contents of this Circular and the sending thereof to the Shareholders have been approved by the Board.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "Joaquin Merino"

Chief Executive Officer

Toronto, Ontario  
July 24, 2026

**SCHEDULE “A”  
EMERITA RESOURCES CORP.  
STOCK OPTION PLAN**

**1. STATEMENT OF PURPOSE**

1.1 **Principal Purposes** – The principal purposes of the Plan are to provide the Company with the advantages of the incentive inherent in share ownership on the part of employees, officers, directors and consultants responsible for the continued success of the Company; to create in such individuals a proprietary interest in, and a greater concern for, the welfare and success of the Company; to encourage such individuals to remain with the Company; and to attract new employees, officers, directors and consultants to the Company.

1.2 **Benefit to Shareholders** – The Plan is expected to benefit shareholders by enabling the Company to attract and retain skilled and motivated personnel by offering such personnel an opportunity to share in any increase in value of the Shares resulting from their efforts.

**2. INTERPRETATION**

2.1 **Defined Terms** – For the purposes of this Plan, the following terms shall have the following meanings:

- (a) **“Act”** means the *Securities Act* (Ontario), as amended from time to time;
- (b) **“Associate”** shall have the meaning ascribed to such term in the Act;
- (c) **“Board”** means the Board of Directors of the Company;
- (d) **“Change in Control”** means:
  - (i) a takeover bid (as defined in the Act), which is successful in acquiring Shares,
  - (ii) the change of control of the Board resulting from the election by the members of the Company of less than a majority of the persons nominated for election by management of the Company,
  - (iii) the sale of all or substantially all the assets of the Company,
  - (iv) the sale, exchange or other disposition of a majority of the outstanding Shares in a single transaction or series of related transactions,
  - (v) the dissolution of the Company's business or the liquidation of its assets,
  - (vi) a merger, amalgamation or arrangement of the Company in a transaction or series of transactions in which the Company's shareholders receive less than 51% of the outstanding shares of the new or continuing corporation, or
  - (vii) the acquisition, directly or indirectly, through one transaction or a series of transactions, by any Person, of an aggregate of more than 50% of the outstanding Shares;
- (e) **“Committee”** means a committee of the Board appointed in accordance with this Plan, or if no such committee is appointed, the Board itself;



- (f) **"Company"** means Emerita Resources Corp., a company continued under the laws of the Province of Ontario;
- (g) **"Consultant"** means an individual, other than an Employee, senior officer or director of the Company or a Subsidiary Company, or a Consultant Company, who;
  - (i) provides ongoing consulting, technical, management or other services to the Company or a Subsidiary Company, other than services provided in relation to a distribution of the Company's securities,
  - (ii) provides the services under a written contract between the Company or a Subsidiary Company and the individual or Consultant Company,
  - (iii) in the reasonable opinion of the Company spends or will spend a significant amount of time and attention on the affairs and business of the Company or a Subsidiary Company, and
  - (iv) has a relationship with the Company or a Subsidiary Company that enables the individual or Consultant Company to be knowledgeable about the business and affairs of the Company;
- (h) **"Consultant Company"** means, for an individual Consultant, a company of which the individual is an employee or shareholder, or a partnership of which the individual is an employee or partner;
- (i) **"Date of Grant"** means the date specified in the Option Agreement as the date on which the Option is effectively granted;
- (j) **"Disability"** means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
  - (i) being employed or engaged by the Company, a Subsidiary Company or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or a Subsidiary Company; or
  - (ii) acting as a director or officer of the Company or a Subsidiary Company;
- (k) **"Disinterested Shareholder Approval"** means an ordinary resolution approved by a majority of the votes cast by members of the Company at a shareholders' meeting, excluding votes attaching to Shares beneficially owned by Eligible Persons to whom Options may be granted and Associates of those persons;
- (l) **"Effective Date"** means the effective date of this Plan, which is the later of the day of its approval by the shareholders of the Company and the day of its acceptance for filing by the Exchange if such acceptance for filing is required under the rules or policies of the Exchange;
- (m) **"Eligible Person"** means:
  - (i) an Employee, senior officer or director of the Company or any Subsidiary Company,
  - (ii) a Consultant,

- (iii) an individual providing Investor Relations Activities for the Company;
  - (iv) a company, all of the voting securities of which are beneficially owned by one or more of the persons referred to in (i), (ii) or (iii) above
- (n) **"Employee"** means:
- (i) an individual who is considered an employee under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and CPP deductions must be made at source),
  - (ii) an individual who works full-time for the Company or a Subsidiary Company providing services normally provided by an employee and who is subject to the same control and direction by the Company or a Subsidiary Company over the details and methods of work as an employee of the Company or a Subsidiary Company, but for whom income tax deductions are not made at source,
  - (iii) an individual who works for the Company or a Subsidiary Company, on a continuing and regular basis for a minimum amount of time per week, providing services normally provided by an employee and who is subject to the same control and direction by the Company or a Subsidiary Company over the details and methods of work as an employee of the Company or a Subsidiary Company, but for whom income tax deductions are not made at source;
- (o) **"Exchange"** means the stock exchange or over the counter market on which the Shares are listed;
- (p) **"Exchange Act"** means the United States *Securities Exchange Act* of 1934, as amended;
- (q) **"Fair Market Value"** means, where the Shares are listed for trading on an Exchange, the last closing price of the Shares before the Date of Grant on the Exchange which is the principal trading market for the Shares, as may be determined for such purpose by the Committee, provided that, so long as the Shares are listed only on the TSXVE, the "Fair Market Value" shall not be lower than the last closing price of the Shares before the Date of Grant less the maximum discount permitted under the policies of the TSXVE;
- (r) **"Guardian"** means the guardian, if any, appointed for an Optionee;
- (s) **"Insider"** shall have the meaning ascribed to such term in the Act;
- (t) **"Investor Relations Activities"** means any activities or oral or written communications, by or on behalf of the Company or a shareholder of the Company that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:
- (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company
    - (A) to promote the sale of products or services of the Company, or
    - (B) to raise public awareness of the Company,

- that cannot reasonably be considered to promote the purchase or sale of securities of the Company,
- (ii) activities or communications necessary to comply with the requirements of
    - (A) applicable securities laws,
    - (B) the rules and policies of the TSXVE, if the Shares are listed only on the TSXVE, or the by-laws, rules or other regulatory instruments of any other self-regulatory body or exchange having jurisdiction over the Company,
  - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if
    - (A) the communication is only through the newspaper, magazine or publication and
    - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer, or
  - (iv) activities or communications that may be otherwise specified by the TSXVE, if the Shares are listed only on the TSXVE;
  - (u) **"Option"** means an option to purchase unissued Shares granted pursuant to the terms of this Plan;
  - (v) **"Option Agreement"** means a written agreement between the Company and an Optionee specifying the terms of the Option being granted to the Optionee under the Plan;
  - (w) **"Option Price"** means the exercise price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of Sections 6.3 and 10;
  - (x) **"Optionee"** means an Eligible Person to whom an Option has been granted;
  - (y) **"Person"** means a natural person, company, government or political subdivision or agency of a government; and where two or more Persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such syndicate or group shall be deemed to be a Person;
  - (z) **"Plan"** means this Stock Option Plan of the Company;
  - (aa) **"Qualified Successor"** means a person who is entitled to ownership of an Option upon the death of an Optionee, pursuant to a will or the applicable laws of descent and distribution upon death;
  - (bb) **"Shares"** means the common shares in the capital of the Company as constituted on the Date of Grant, adjusted from time to time in accordance with the provisions of Section 10;

- (cc) **"Subsidiary Company"** shall mean a company which is a subsidiary of the Company;
- (dd) **"Term"** means the period of time during which an Option may be exercised;
- (ee) **"TSXVE"** means the TSX Venture Exchange; and
- (ff) **"VWAP"** means the volume weighted average trading price of the Company's Shares on the TSX Venture calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding the exercise of the subject Option.

### 3. **ADMINISTRATION**

3.1 **Board or Committee** – The Plan shall be administered by the Board or by a Committee appointed in accordance with Section 3.2.

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

3.3 **Quorum and Voting** – A majority of the members of the Committee shall constitute a quorum, and, subject to the limitations in this Section 3, all actions of the Committee shall require the affirmative vote of members who constitute a majority of such quorum. No member of the Committee who is a director to whom an Option may be granted may participate in the decision to grant such Option (but any such member may be counted in determining the existence of a quorum at any meeting of the Committee in which action is to be taken with respect to the granting of an Option to him).

3.4 **Powers of Board and Committee** – The Board shall from time to time authorize and approve the grant by the Company of Options under this Plan, and any Committee appointed under Section 3.2 shall have the authority to review the following matters in relation to the Plan and to make recommendations thereon to the Board;

- (a) administration of the Plan in accordance with its terms,
- (b) determination of all questions arising in connection with the administration, interpretation and application of the Plan, including all questions relating to the value of the Shares,
- (c) correction of any defect, supply of any information or reconciliation of any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan,
- (d) prescription, amendment and rescission of the rules and regulations relating to the administration of the Plan;
- (e) determination of the duration and purpose of leaves of absence from employment which may be granted to Optionees without constituting a termination of employment for purposes of the Plan,
- (f) with respect to the granting of Options:

- (i) determination of the employees, officers, directors or consultants to whom Options will be granted, based on the eligibility criteria set out in this Plan,
- (ii) determination of the terms and provisions of the Option Agreement which shall be entered into with each Optionee (which need not be identical with the terms of any other Option Agreement) and which shall not be inconsistent with the terms of this Plan,
- (iii) amendment of the terms and provisions of an Option Agreement, provided the Board obtains:
  - (A) the consent of the Optionee, and
  - (B) if required, the approval of any stock exchange on which the Shares are listed,
- (iv) determination of when Options will be granted,
- (v) determination of the number of Shares subject to each Option,
- (vi) determination of the vesting schedule, if any, for the exercise of each Option, and
- (g) other determinations necessary or advisable for administration of the Plan.

3.5 **Obtain Approvals** – The Board will seek to obtain any regulatory, Exchange or shareholder approvals which may be required pursuant to applicable securities laws or Exchange rules.

3.6 **Administration by Committee** – The Committee shall have all powers necessary or appropriate to accomplish its duties under this Plan. In addition, the Committee's administration of the Plan shall in all respects be consistent with the Exchange policies and rules.

#### 4. **ELIGIBILITY**

4.1 **Eligibility for Options** – Options may be granted to any Eligible Person.

4.2 **Insider Eligibility for Options** – Notwithstanding Section 4.1, if the Shares are listed only on the TSXVE, grants of Options to Insiders shall be subject to the policies of the TSXVE.

4.3 **No Violation of Securities Laws** – No Option shall be granted to any Optionee unless the Committee has determined that the grant of such Option and the exercise thereof by the Optionee will not violate the securities law of the jurisdiction in which the Optionee resides.

#### 5. **SHARES SUBJECT TO THE PLAN**

5.1 **Number of Shares** – The maximum number of Shares issuable from time to time under the Plan, and all other equity compensation plans of the Company, is that number of Shares as is equal to 10% of the number of issued Shares at the Date of Grant of an Option. The maximum number of Shares issuable under the Plan shall be adjusted, where necessary, to take account of the events referred to in Section 10.

5.2 **Expiry of Option** – If an Option expires or terminates for any reason without having been exercised in full, the unpurchased Shares subject thereto shall again be available for the purposes of the Plan.

5.3 **Reservation of Shares** – The Company will at all times reserve for issuance and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

## 6. **OPTION TERMS**

6.1 **Option Agreement** – Each Option granted to an Optionee shall be confirmed by the execution and delivery of an Option Agreement and the Board shall specify the following terms in each such Option Agreement:

- (a) the number of Shares subject to option pursuant to such Option, subject to the following limitations if the Shares are listed only on the TSXV:
  - (i) the number of Shares reserved for issuance under Options granted to Insiders under the Plan at any point in time, and any other equity compensation plan of the Company, shall not exceed 10% of the issued Shares,
  - (ii) the grant to Insiders, within a 12-month period, of Options under the Plan, and any other equity compensation plan of the Company, shall not exceed 10% of the issued Shares,
  - (iii) the issuance of Shares on exercise of Options to any one Optionee under the Plan and any other equity compensation plan of the Company, shall not exceed 5% of the issued Shares in any 12-month period,
  - (iv) the number of options granted to any one Optionee under the Plan, and any other equity compensation plan of the Company, shall not exceed 5% of the issued Shares in any 12-month period,
  - (v) the number of Options granted to any one Consultant under the Plan, and any other equity compensation plan of the Company, shall not exceed 2% of the issued Shares in any 12-month period,
  - (vi) the aggregate number of Options granted to persons employed to provide Investor Relations Activities shall not exceed 2% of the issued Shares in any 12-month period;
- (b) the Date of Grant;
- (c) the Term, provided that, if the Shares are listed only on the TSXVE, the length of the Term shall in no event be greater than five years following the Date of Grant, except, if the Company is designated as “Tier 1” listed company by the TSXVE, then the Term shall be no greater than ten years following the Date of Grant, for all Optionees;
- (d) the Option Price, provided that the Option Price shall not be less than the Fair Market Value of the Shares on the Date of Grant;
- (e) subject to Section 6.2 below, any vesting schedule upon which the exercise of an Option is contingent;
- (f) if the Optionee is an Employee, Consultant or an individual providing Investor Relations Activities for the Company, a representation by the Company and the Optionee that the Optionee is a bona fide Employee, Consultant or an individual providing Investor Relations Activities for the Company, as the case may be, of the Company or a Subsidiary Company; and

- (g) such other terms and conditions as the Board deems advisable and are consistent with the purposes of this Plan.

6.2 **Vesting Schedule** – The Board, as applicable, shall have complete discretion to set the terms of any vesting schedule of each Option granted, including, without limitation, discretion to:

- (a) permit partial vesting in stated percentage amounts based on the Term of such Option; and
- (b) permit full vesting after a stated period of time has passed from the Date of Grant.

6.3 **Amendments to Options** – Amendments to the terms of previously granted Options are subject to both the approval of the Exchange and shareholder approval, where applicable. If required by the Exchange, Disinterested Shareholder Approval shall be required for any reduction in the Option Price, or extension, of a previously granted Option if the Optionee is an Insider of the Company at the time of the proposed reduction or extension, as applicable, in the Option Price.

6.4 **Uniformity** – Except as expressly provided herein, nothing contained in this Plan shall require that the terms and conditions of Options granted under the Plan be uniform.

## 7. **EXERCISE OF OPTION**

7.1 **Method of Exercise** – Subject to any limitations or conditions imposed upon an Optionee pursuant to the Option Agreement or Section 6 hereof, an Optionee may exercise an Option by giving written notice thereof, specifying the number of Shares in respect of which the Option is exercised, to the Company at its principal place of business at any time after the Date of Grant until 4:00 p.m. (Toronto time) on the last day of the Term, such notice to be accompanied by full payment of the aggregate Option Price to the extent the Option is so exercised and an indication as to suitable arrangements made with the Corporation, in accordance with Section 15.7, for the receipt by the Corporation of an amount sufficient to satisfy any withholding tax requirements under applicable tax legislation in respect of the exercise of an Option (the “**Withholding Obligations**”). Such amounts shall be in lawful money (Canadian funds) by cash, cheque, bank draft or wire transfer. Payment by cheque made payable to the Company in the amount of the aggregate Option Price shall constitute payment of such Option Price unless the cheque is not honoured upon presentation, in which case the Option shall not have been validly exercised. Such payment shall be in lawful money (Canadian funds) by cash, cheque, bank draft or wire transfer. Payment by cheque made payable to the Company in the amount of the aggregate Option Price shall constitute payment of such Option Price unless the cheque is not honoured upon presentation, in which case the Option shall not have been validly exercised.

7.2 **Cashless Exercise** - Subject to the provisions of the Plan and/or any limitations or conditions imposed upon an Optionee pursuant to the Option Agreement (including, without limitation, Section 15.7) and, upon prior approval of the Board, once an Option has vested and become exercisable, an Optionee may elect to exercise such Option by either:

- (a) excluding Options held by any Investor Relations Service Provider (as defined in the rules and policies of the TSXVE), a “net exercise” procedure in which the Company issues to the Optionee, Shares equal to the number determined by dividing (i) the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the exercise price of the subject Options by (ii) the VWAP of the underlying Shares; or
- (b) a broker assisted “cashless exercise” in which the Company delivers a copy of irrevocable instructions to a broker engaged for such purposes by the Company to sell the Shares otherwise deliverable upon the exercise of the Options and to deliver promptly to the Company an amount equal to the exercise price of the subject Options and all

applicable required withholding obligations as determined by the Company against delivery of the Shares to settle the applicable trade.

An Option may be exercised pursuant to this section 7.2 from time to time by delivery to the Company, at its head office or such other place as may be specified by the Company of (i) written notice of exercise specifying that the Optionee has elected to effect such a cashless exercise of such Option, the method of cashless exercise, and the number of Options to be exercised and (ii) the payment of an amount for any tax withholding or remittance obligations of the Optionee or the Company arising under applicable law and verified by the Company to its satisfaction (or by entering into some other arrangement acceptable to the Company in its discretion, if any). The Optionee shall comply with Section 15.7 of this Plan with regard to any applicable required withholding obligations and with such other procedures and policies as the Company may prescribe or determine to be necessary or advisable from time to time including prior written consent of the Board in connection with such exercise.

**7.3 Issuance of Certificates** – Not later than the third business day after exercise of an Option in accordance with Section 7.1 or 7.2(a), the Company shall issue and deliver to the Optionee a certificate or certificates evidencing the Shares with respect to which the Option has been exercised. Until the issuance of such certificate or certificates, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to such Shares, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the certificate is issued, except as provided by Section 10 hereof.

**7.4 Compliance with U.S. Securities Laws** – As a condition to the exercise of an Option, the Board may require the Optionee to represent and warrant in writing at the time of such exercise that the Shares are being purchased only for investment and without any then-present intention to sell or distribute such Shares. At the option of the Board, a stop-transfer order against such Shares may be placed on the stock books and records of the Company and a legend, indicating that the stock may not be pledged, sold or otherwise transferred unless an opinion of counsel is provided stating that such transfer is not in violation of any applicable law or regulation, may be stamped on the certificates representing such Shares in order to assure an exemption from registration. The Board may also require such other documentation as may from time to time be necessary to comply with United States' federal and state securities laws. The Company has no obligation to undertake registration of Options or the Shares issuable upon the exercise of the Options.

## **8. TRANSFERABILITY OF OPTIONS**

**8.1 Non-Transferable/Legending** – Except as permitted by applicable securities laws and the policies of the Exchange, and as provided otherwise in this Section 8, Options are non-assignable and non-transferable. If the Shares are listed only on the TSXVE, then, in addition to any resale restrictions under applicable securities laws, if the Company is, at the Date of Grant of an Option, designated as a "Tier 2" listed company by the TSXVE or, if the Company is not so designated but the Option Price is based on a discount from the last closing price of the Shares on the TSXVE, the Option Agreement and the certificates representing the Shares issued on the exercise of such Option shall bear the TSXVE legend with a four-month hold period commencing on the Date of Grant.

**8.2 Death of Optionee** – Subject to Section 8.3, if the employment of an Optionee as an Employee of, or the services of a Consultant providing services to, the Company or any Subsidiary Company, or the employment of an Optionee as an individual providing Investor Relations Activities, or the position of the Optionee as a director or senior officer of the Company or any Subsidiary Company, terminates as a result of such Optionee's death, any Options held by such Optionee shall pass to the Qualified Successor of the Optionee and shall be exercisable by such Qualified Successor until the earlier of a period of not more than one year following the date of such death and the expiry of the Term of the Option.



8.3 **Disability of Optionee** – If the employment of an Optionee as an Employee of, or the services of a Consultant providing services to, the Company or any Subsidiary Company, or the employment of an Optionee as an individual providing Investor Relations Activities for the Company, or the position of the Optionee as a director or senior officer of the Company or any Subsidiary Company, is terminated by reason of such Optionee's Disability, any Options held by such Optionee that could have been exercised immediately prior to such termination of employment or service shall be exercisable by such Optionee, or by his Guardian, for a period of not more than one year following the date of such following the termination of employment or service of such Optionee. If such Optionee dies within that period of not more than one year, any Option held by such Optionee that could have been exercised immediately prior to his or her death shall pass to the Qualified Successor of such Optionee, and shall be exercisable by the Qualified Successor until the earlier of a period of not more than one year following the death of such Optionee and the expiry of the Term of the Option.

8.4 **Vesting** – Options held by a Qualified Successor or exercisable by a Guardian shall, during the period prior to their termination, continue to vest in accordance with any vesting schedule to which such Options are subject.

8.5 **Deemed Non-Interruption of Employment** – Employment shall be deemed to continue intact during any military or sick leave or other bona fide leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Optionee's right to reemployment with the Company or any Subsidiary Company is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Optionee's reemployment is not so guaranteed, then the Optionee's employment shall be deemed to have terminated on the ninety-first day of such leave.

## 9. **TERMINATION OF OPTIONS**

9.1 **Termination of Options** – To the extent not earlier exercised or terminated in accordance with Section 8, an Option shall terminate at the earliest of the following dates:

- (a) the termination date specified for such Option in the Option Agreement;
- (b) where the Optionee's position as an Employee, a Consultant, a director or a senior officer of the Company or any Subsidiary Company, or an individual providing Investor Relations Activities for the Company, is terminated for cause, the date of such termination for cause;
- (c) where the Optionee's position as an Employee, a Consultant, a director or a senior officer of the Company or any Subsidiary Company or an individual providing Investor Relations Activities for the Company terminates for a reason other than the Optionee's Disability or death or for cause, not more than 90 days after such date of termination or, if the Shares are listed only on the TSXVE and if the Company is designated as a "Tier 2" listed company by the TSXVE, then in the case of a person employed to provide Investor Relations Activities, not more than 30 days after such person ceases to be employed to provide Investor Relations Activities; PROVIDED that if an Optionee's position changes from one of the said categories to another category, such change shall not constitute termination or cessation for the purpose of this Subsection 9.1(c); and
- (d) the date of any sale, transfer, assignment or hypothecation, or any attempted sale, transfer, assignment or hypothecation, of such Option in violation of Section 8.1.

9.2 **Lapsed Options** – If Options are surrendered, terminate or expire without being exercised in whole or in part, new Options may be granted covering the Shares not purchased under such lapsed Options. If an Option has been surrendered in connection with the regranting of a new

Option to the same Optionee on different terms than the original Option granted to such Optionee, then, if required, the new Option is subject to approval of the Exchange.

9.3 **Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement** – If the Optionee retires, resigns or is terminated from employment or engagement with the Company or any Subsidiary Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares which were not vested at that time or which, if vested, were cancelled, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

## 10. **ADJUSTMENTS TO OPTIONS**

10.1 **Alteration in Capital Structure** – If there is any change in the Shares through or by means of a declaration of stock dividends of the Shares or consolidations, subdivisions or reclassifications of the Shares, or otherwise, the number of Shares available under the Plan, the Shares subject to any Option and the Option Price therefor shall be adjusted proportionately by the Board and, if required, approved by the Exchange, and such adjustment shall be effective and binding for all purposes of the Plan.

10.2 **Effect of Amalgamation, Merger or Arrangement** – Subject to Exchange approval, if the Company amalgamates, merges or enters into a plan of arrangement with or into another corporation, any Shares receivable on the exercise of an Option shall be converted into the securities, property or cash which the Optionee would have received upon such amalgamation, merger or arrangement if the Optionee had exercised the Option immediately prior to the record date applicable to such amalgamation, merger or arrangement, and the exercise price shall be adjusted proportionately by the Board and such adjustment shall be binding for all purposes of the Plan.

10.3 **Acceleration on Change in Control** – Upon a Change in Control, all Options shall become immediately exercisable, notwithstanding any contingent vesting provisions to which such Options may have otherwise been subject.

10.4 **Acceleration of Date of Exercise** – Notwithstanding any other provisions contained in this Plan, subject to the approval of the Exchange, if required, the Board shall have the right to accelerate the date of vesting of any portion of any Option which remains unvested.

10.5 **Determinations to be Binding** – If any questions arise at any time with respect to the Option Price or exercise price or number of Option Shares or other property deliverable upon exercise of an Option following an event referred to in this Section 10, such questions shall be conclusively determined by the Board, whose decisions shall be final and binding.

10.6 **Effect of a Take-Over** – If a *bona fide* offer (the “Offer”) for Shares is made to an Optionee or to shareholders generally or to a class of shareholders which includes the Optionee, which Offer constitutes a take-over bid within the meaning of the Act, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon any Option held by an Optionee may be exercised in whole or in part, notwithstanding any contingent vesting provisions to which such Options may have otherwise been subject, by the Optionee so as to permit the Optionee to tender the Shares received upon such exercise (the “Optioned Shares”) to the Offer. If:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror pursuant thereto;

the Optioned Shares or, in the case of clause (b) above, the Optioned Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Optioned Shares, the Option shall be reinstated as if it had not been exercised. If any Optioned Shares are returned to the Company under this Section, the Company shall refund to the Optionee any Option Price paid for such Optioned Shares.

## **11. APPROVAL, TERMINATION AND AMENDMENT OF PLAN**

11.1 **Shareholder Approval** – This Plan, if the Shares are listed only on the TSXVE, is subject to shareholder approval on a yearly basis at the Company's next ensuing annual general meeting.

11.2 **Power of Board to Terminate or Amend Plan** – Subject to the approval of the Exchange and shareholder approval, where applicable, the Board may terminate, suspend or discontinue the Plan at any time or amend or revise the terms of the Plan; provided, however, that, except as provided in Section 10, the Board may not do any of the following without obtaining, within 12 months either before or after the Board's adoption of a resolution authorizing such action, approval by the Company's shareholders at a meeting duly held in accordance with the applicable corporate laws:

- (a) increase the maximum number of Shares which may be issued under the Plan;
- (b) materially modify the requirements as to eligibility for participation in the Plan; or
- (c) materially increase the benefits accruing to participants under the Plan;

however, the Board may amend the terms of the Plan to comply with the requirements of any applicable regulatory authority, or as a result of changes in the policies of the Exchange relating to director, officer and employee stock options, without obtaining the approval of the Company's shareholders.

11.3 **No Grant During Suspension of Plan** – No Option may be granted during any suspension, or after termination, of the Plan. Amendment, suspension or termination of the Plan shall not, without the consent of the Optionee, alter or impair any rights or obligations under any Option previously granted.

## **12. CONDITIONS PRECEDENT TO ISSUANCE OF SHARES**

12.1 **Compliance with Laws** – Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such shares shall comply with all relevant provisions of law, including, without limitation, any applicable United States' state securities laws, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations thereunder and the requirements of any Exchange or automated interdealer quotation system of a registered national securities association upon which such Shares may then be listed or quoted, and such issuance shall be further subject to the approval of counsel for the Company with respect to such compliance, including the availability of an exemption from registration for the issuance and sale of such Shares. The inability of the Company to obtain from any regulatory body the authority deemed by the Company to be necessary for the lawful issuance and sale of any Shares under this Plan, or the unavailability of an exemption from registration for the issuance and sale of any Shares under this Plan, shall relieve the Company of any liability with respect to the non-issuance or sale of such Shares other than with respect to a refund of any Option Price paid.

## **13. USE OF PROCEEDS**

13.1 **Use of Proceeds** – Proceeds from the sale of Shares pursuant to the Options granted and exercised under the Plan shall constitute general funds of the Company and shall be used for general corporate purposes, or as the Board otherwise determines.

## 14. NOTICES

14.1 **Notices** – All notices, requests, demands and other communications required or permitted to be given under this Plan and the Options granted under this Plan shall be in writing and shall be either delivered personally to the party to whom notice is to be given, in which case notice shall be deemed to have been duly given on the date of such personal delivery; telecopied, in which case notice shall be deemed to have been duly given on the date the telecopy is sent; or mailed to the party to whom notice is to be given, by first class mail, registered or certified, return receipt requested, postage prepaid, and addressed to the party at his or its most recent known address, in which case such notice shall be deemed to have been duly given on the tenth postal delivery day following the date of such mailing.

## 15. MISCELLANEOUS PROVISIONS

15.1 **No Obligations to Exercise** – Optionees shall be under no obligation to exercise Options granted under this Plan.

15.2 **No Obligation to Retain Optionee** – Nothing contained in this Plan shall obligate the Company or any Subsidiary Company to retain an Optionee as an employee, officer, director or consultant for any period, nor shall this Plan interfere in any way with the right of the Company or any Subsidiary Company to reduce such Optionee's compensation.

15.3 **Binding Agreement** – The provisions of this Plan and of each Option Agreement with an Optionee shall be binding upon such Optionee and the Qualified Successor or Guardian of such Optionee.

15.4 **Use of Terms** – Where the context so requires, references herein to the singular shall include the plural, and vice versa, and references to a particular gender shall include either or both genders.

15.5 **Headings** – The headings used in this Plan are for convenience of reference only and shall not in any way affect or be used in interpreting any of the provisions of this Plan.

15.6 **No Representation or Warranty** – The Company makes no representation or warranty as to the future value of any Shares issued in accordance with the provisions of this Plan.

15.7 **Income Taxes** – Upon the exercise of an Option by an Optionee, the Company shall have the right to require the Optionee to remit to the Company an amount sufficient to satisfy any Withholding Obligations relating thereto under applicable tax legislation. Unless otherwise prohibited by the Board or by applicable law, satisfaction of the amount of the Withholding Obligations (the "**Withholding Amount**") may be accomplished by any of the following methods or by a combination of such methods as determined by the Company in its sole discretion:

- (a) the tendering by the Optionee of cash payment to the Company in an amount less than or equal to the Withholding Amount; or
- (b) the withholding by the Company from the Shares otherwise due to the Optionee such number of Shares as it determines are required to be sold by the Company, as trustee, to satisfy the Withholding Amount (net of selling costs). By executing and delivering the Option Agreement, the Optionee shall be deemed to have consented to such sale and have granted to the Company an irrevocable power of attorney to effect the sale of such Shares and to have acknowledged and agreed that the Company does not accept responsibility for the price obtained on the sale of such Shares; or
- (c) the withholding by the Company from any cash payment otherwise due by the Company to the Optionee, including salaries, directors fees, consulting fees and

any other forms of remuneration, such amount of cash as is required to pay and satisfy the Withholding Amount;

provided, however, in all cases, that the sum of any cash so paid or withheld and the fair market value of any Shares so withheld is sufficient to satisfy the Withholding Amount.

The provisions of the Option Agreement shall provide that the Optionee (or their beneficiaries) shall be responsible for all taxes with respect to any Options granted under the Option Plan and an acknowledgement that neither the Board nor the Company shall make any representations or warranties of any nature or kind whatsoever to any person regarding the tax treatment of Options or payments on account of the Withholding Amount made under the Option Plan and none of the Board, the Company, nor any of its employees or representatives shall have any liability to an Optionee (or its beneficiaries) with respect thereto.

15.8 **Compliance with Applicable Law** – If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange or over the counter market having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

15.9 **Conflict** – In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

15.10 **Governing Law** – This Plan and each Option Agreement issued pursuant to this Plan shall be governed by the laws of the Province of Ontario.

15.11 **Time of Essence** – Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be, or to operate as, a waiver of the essentiality of time.

15.12 **Entire Agreement** – This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.

## 16. **EFFECTIVE DATE OF PLAN**

16.1 **Effective Date of Plan** – This Plan shall be effective on the later of the day of its approval by the shareholders of the Company given by way of ordinary resolution and the day of its acceptance for filing by the Exchange.

## SCHEDULE “B”

### Audit Committee Charter

The following Audit Committee Charter was adopted by the Audit Committee of the Board of Directors and the Board of Directors of **EMERITA RESOURCES CORP.** (the “**Company**”):

#### *Mandate*

The primary function of the audit committee (the “**Committee**”) is to assist the Company’s Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company’s systems of internal controls regarding finance and accounting and the Company’s auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company’s policies, procedures and practices at all levels. The Committee’s primary duties and responsibilities are to:

- serve as an independent and objective party to monitor the Company’s financial reporting and internal control system and review the Company’s financial statements;
- review and appraise the performance of the Company’s external auditors; and
- provide an open avenue of communication among the Company’s auditors, financial and senior management and the Board of Directors.

#### *Composition*

The Committee shall be comprised of a minimum of three directors as determined by the Board of Directors. If the Company ceases to be a “venture issuer” (as that term is defined in National Instrument 52-110 (“**NI 52-110**”), then all of the members of the Committee shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

If the Company ceases to be a “venture issuer” (as that term is defined in NI 52-110), then all members of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company’s Audit Committee Charter, the definition of “financially literate” is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company’s financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual shareholders’ meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

#### *Meetings*

The Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the Chief Financial Officer and the external auditors in separate sessions.

#### *Responsibilities and Duties*

To fulfill its responsibilities and duties, the Committee shall:

1. Documents/Reports Review

- (a) review and update this Audit Committee Charter annually; and
- (b) review the Company's financial statements, MD&A and any annual and interim earnings press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

2. External Auditors

- (a) review annually, the performance of the external auditors who shall be ultimately accountable to the Company's Board of Directors and the Committee as representatives of the shareholders of the Company;
- (b) obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1;
- (c) review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors;
- (d) take, or recommend that the Company's full Board of Directors take appropriate action to oversee the independence of the external auditors, including the resolution of disagreements between management and the external auditor regarding financial reporting;
- (e) recommend to the Company's Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval;
- (f) recommend to the Company's Board of Directors the compensation to be paid to the external auditors;
- (g) at each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements;
- (h) review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company;
- (i) review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements; and
- (j) review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
  - (i) the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided,
  - (ii) such services were not recognized by the Company at the time of the engagement to be non-audit services, and

- (iii) such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

### 3. Financial Reporting Processes

- (a) in consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external;
- (b) consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting;
- (c) consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management;
- (d) review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments;
- (e) following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information;
- (f) review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements;
- (g) review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented;
- (h) review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters;
- (i) review the certification process;
- (j) establish a procedure for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters; and
- (k) establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

### 4. Other

- (a) review any related-party transactions;
- (b) engage independent counsel and other advisors as it determines necessary to carry out its duties; and
- (c) to set and pay compensation for any independent counsel and other advisors employed by the Committee.



