



O3 MINING INC.

NOTICE OF MEETING

and

MANAGEMENT INFORMATION CIRCULAR

for the

ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

to be held on

June 5, 2023

DATED as of April 26, 2023

**NOTICE AND ACCESS NOTIFICATION OF
ANNUAL GENERAL & SPECIAL MEETING OF SHAREHOLDERS
to be held on June 5, 2023**

O3 Mining Inc. ("**O3**" or the "**Corporation**") has chosen to use the notice and access model for delivery of meeting materials to its shareholders. Under notice and access, shareholders still receive a proxy or voting instruction form enabling them to vote at the shareholders' meeting. However, instead of receiving a paper copy of the Information Circular (as defined herein), shareholders receive this notice explaining how to access such materials electronically.

Meeting date and location: Monday, June 5, 2023 at 10:00 a.m. (Toronto time) at Bennett Jones, One First Canadian Place, Suite 3400, Toronto, Ontario, Canada, M5X 1A4 (the "**Meeting**").

The Meeting is being held for the following purposes:

1. to receive and consider the comparative financial statements of the Corporation for the year ended December 31, 2022, together with the report of the auditor thereon, as more particularly described under heading "*BUSINESS OF THE MEETING – Financial Statements*" of the Information Circular;
2. to elect directors of the Corporation for the ensuing year, as more particularly described under heading "*BUSINESS OF THE MEETING – Election of Directors*" of the Information Circular;
3. to appoint PricewaterhouseCoopers LLP, Chartered Accountants, as the auditor of the Corporation for the ensuing year and to authorize the directors to determine the remuneration to be paid to the auditor, as more particularly described under heading "*BUSINESS OF THE MEETING – Appointment of Auditor*" of the Information Circular;
4. to consider, and if deemed advisable, to pass, with or without variation, an ordinary resolution to approve the 10% rolling Stock Option Plan of the Corporation, as more particularly described under heading "*BUSINESS OF THE MEETING – Approval of Existing 10% Rolling Stock Option Plan*" of the Information Circular;
5. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution of the Shareholders to approve the Restricted Share Unit Plan of the Corporation, as amended, as more particularly described under heading "*BUSINESS OF THE MEETING – Approval of RSU Plan, as Amended*" of the Information Circular; and
6. to transact such other business as may properly come before the Meeting or any adjournments or postponements thereof.

The nature of the business to be transacted at the Meeting is described in further detail in the management information circular of the Corporation dated April 26, 2023 (the "**Information Circular**").

Shareholders who are unable to attend the Meeting are requested to complete, sign, date and return the enclosed proxy. A proxy will not be valid unless it is deposited by mail at the office of Computershare Trust Company of Canada, Proxy Department, 100 University Avenue, 9th Floor, Toronto, Ontario, Canada, M5J 2Y1, not less than 48 hours (excluding Saturdays and holidays) before the time fixed for the Meeting or an adjournment thereof.

If you are a non-registered Shareholder of the Corporation and received this Notice and accompanying materials through a broker, a financial institution, a participant, or a trustee or administrator of a retirement savings plan, retirement income fund, education savings plan or other similar savings or investment plan registered under the Income Tax Act (Canada), or a nominee of any of the foregoing that holds your securities on your behalf (each, an "**Intermediary**"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

Notice and Access

The Corporation is utilizing the Notice-and-Access Provisions that came into effect on February 11, 2013 under NI 54-101 and NI 51-102 for distribution of this Circular to Shareholders.

The Notice-and-Access Provisions are a set of rules which allow reporting issuers to post electronic versions of proxy-related materials (such as proxy circulars and annual financial statements) on-line, via the System for Electronic Document Analysis and Retrieval ("**SEDAR**") and one other website, rather than

mailing paper copies of such materials to Shareholders. Electronic copies of this Circular, financial statements of the Corporation for the year ended December 31, 2022 ("**Financial Statements**") and the related management's discussion and analysis of the Corporation's for the year ended December 31, 2022 (the "**Annual MD&A**") are available on SEDAR (www.sedar.com) under O3 Mining's issuer profile and also on the Corporation's website (<https://o3mining.com/investors/#inv-shareholders>).

The Corporation will not use procedures known as "stratification" in relation to the use of Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of this Information Circular to some Shareholders with the notice package. In relation to the Meeting, all Shareholders will receive the required documentation under the Notice-and-Access Provisions, which will not include a paper copy of this Circular. Shareholders are reminded to review this Circular before voting.

Although this Circular, the Financial Statements and the related Annual MD&A will be posted electronically on-line as noted above, Shareholders will receive paper copies of a "notice package" via prepaid mail containing information prescribed by NI 54-101 and NI 51-102, a form of proxy or voting instruction form, and supplemental mail list return card for Shareholders to request they be included in the Corporation's supplementary mailing list for receipt of the Corporation's annual and interim financial statements for the 2022 fiscal year.

The Corporation anticipates that notice-and-access will directly benefit the Corporation through a substantial reduction in both postage and material costs, and also promote environmental responsibility by decreasing the large volume of paper documents generated by printing proxy-related materials.

Shareholders with questions about notice-and-access can call the Corporation's transfer agent Computershare Trust Company at 1-866-249-7775. Shareholders may also obtain paper copies of the Information Circular, the Financial Statements and the related Annual MD&A free of charge by contacting the Corporation's Corporate Secretary at corpsec@o3mining.com.

Reference is made to the Information Circular of the Corporation dated April 26, 2023, which contains additional details concerning the matters outlined above.

SHAREHOLDERS ARE REMINDED TO REVIEW THE INFORMATION CIRCULAR PRIOR TO VOTING. SEE BELOW FOR HOW TO VIEW AND ACCESS OF COPY OF THE INFORMATION CIRCULAR.

WEBSITES WHERE THE INFORMATION CIRCULAR IS POSTED

The Information Circular can be viewed online:

- on SEDAR (www.sedar.com) under O3 Mining's issuer profile; or
- at the Corporation's website (<https://o3mining.com/investors/#inv-shareholders>).

HOW TO OBTAIN PAPER COPIES OF THE INFORMATION CIRCULAR

Shareholders may request paper copies of the Information Circular be sent to them by postal delivery at no cost to them. Requests may be made up to one year from the date the Information Circular was filed on SEDAR.

To request paper copies of the Information Circular before the Meeting, e-mail the Corporation's Corporate Secretary at corpsec@o3mining.com or telephone Diana Mark at 778-908-2730. The Information Circular will be sent to you within three business days of receiving your request. Requests for paper copies must be received by at least May 12, 2023 in order to receive the Information Circular in advance of the proxy deposit date and Meeting. The Information Circular will be sent to such shareholders within three business days of their request if such requests are made before the Meeting. Those shareholders with existing instructions on their account to receive a paper copy of meeting materials will receive a paper copy of the Information Circular with this notification. Shareholders are able to request to receive copies of the Corporation's annual and/or interim financial statements and relevant management's discussion and analysis on the accompanying return card.

VOTING

PLEASE NOTE – YOU CANNOT VOTE BY RETURNING THIS NOTICE. To vote your securities you must vote using the methods reflected on your enclosed Proxy or Voting Instruction Form. Your Proxy or Voting Instruction Form must be received by 10:00 a.m. (Toronto time), on June 1, 2023.

PLEASE VIEW THE INFORMATION CIRCULAR PRIOR TO VOTING

Shareholders with questions about notice and access can call Computershare Trust Company at 1 (866) 249-7775

BOARD RECOMMENDATION

The Board of Directors of O3 unanimously recommends that Shareholders VOTE FOR all of the proposed resolutions.

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GENERAL INFORMATION RESPECTING THE MEETING

*In this management information circular ("**Circular**") of O3 Mining Inc. (the "**Corporation**") dated April 26, 2023, unless otherwise stated: (i) references to the "Meeting" (as defined herein) include any adjournment(s) or postponement(s) thereof, (ii) references to "\$" refer to Canadian dollars, and (iii) the information contained herein is provided as of the date hereof.*

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by the management of the Corporation for use at the annual and special meeting (the "**Meeting**") of the shareholders of the Corporation (the "**Shareholders**") to be held at 10:00 a.m. (Toronto time) on June 5, 2023 at the offices of Bennett Jones LLP, One First Canadian Place, Suite 3400, Toronto, Ontario, Canada, M5X 1A4, for the purposes set forth in the notice of meeting accompanying this Circular (the "**Notice**").

It is expected that the solicitation of proxies will be primarily by mail; however, proxies may also be solicited by the officers, directors and employees of the Corporation by telephone, telecopier or personally. These persons will receive no compensation for such solicitation other than their regular fees or salaries. The Corporation will bear all expenses in connection with the solicitation of proxies. In addition, the Corporation shall, upon request, reimburse brokerage firms and other custodians for their reasonable expenses in forwarding proxies and related material to beneficial owners of common shares of the Corporation ("**Common Shares**").

The board of directors of the Corporation (the "**Board**") has fixed the close of business on April 26, 2023 as the record date, being the date for the determination of the registered Shareholders entitled to receive notice of, and to vote at, the Meeting.

All duly completed and executed proxies must be received by the Corporation's registrar and transfer agent, Computershare Investor Services Inc. at 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof.

You can vote your proxy (i) by mail, (ii) by hand delivery, (iii) by facsimile, or (iv) on the Internet, as follows:

By Mail and Hand Delivery

You can complete, sign and date your form of proxy and return it in the envelope provided to the offices of Computershare Investor Services Inc. at:

Computershare Investor Services Inc.
100 University Avenue, 8th Floor
Toronto, Ontario, M5J 2Y1 Canada

By Facsimile

You can complete, sign and date your form of proxy and return it by facsimile to Computershare Investor Services Inc. at: 1-866-249-7775.

By Telephone

You can vote by calling Computershare Investor Services Inc. at: 1-866-732-VOTE (8683).

On the Internet

You can vote on the Internet by visiting Investor Vote (www.investorvote.com) and following the instructions on the screen, or scanning the QR code provided on your form of proxy. You will need your 15 digit control number which is noted on your form of proxy.

Voting of Proxies

The Common Shares represented by the form of proxy (if same is properly executed and is received at the offices of Computershare Investor Services Inc. at the address provided herein, not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to

the time set for the Meeting or any adjournment(s) or postponement(s) thereof), will be voted at the Meeting, and, where a choice is specified in respect of any matter to be acted upon, will be voted or withheld from voting in accordance with the specification made on any ballot that may be called for. **In the absence of such specification, proxies in favour of management will be voted in favour of all resolutions described below. The form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice and with respect to other matters which may properly come before the Meeting. As of the date of this Circular, management knows of no such amendments, variations or other matters to come before the Meeting.** However, if any other matters that are not now known to management should properly come before the Meeting, the form of proxy will be voted on such matters in accordance with the best judgment of the named proxies.

Appointment of Proxies

The persons named in the form of proxy are officers and/or directors of the Corporation. **A Shareholder desiring to appoint some other person, who need not be a Shareholder, to represent him or her at the Meeting, may do so by inserting such person's name in the blank space provided in the form of proxy or by completing another proper form of proxy and, in either case, depositing the completed and executed proxy at the offices of Computershare Investor Services Inc., at the address provided herein, not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto, Ontario) prior to the time set for the Meeting or any adjournment(s) or postponement(s) thereof.**

A Shareholder forwarding the form of proxy may indicate the manner in which the appointee is to vote with respect to any specific item by checking the appropriate space. If the Shareholder giving the proxy wishes to confer a discretionary authority with respect to any item of business, then the space opposite the item is to be left blank. The Common Shares represented by the form of proxy submitted by a Shareholder will be voted in accordance with the directions, if any, given in the form of proxy.

To be valid, a form of proxy must be executed by a Shareholder or a Shareholder's attorney duly authorized in writing or, if the Shareholder is a body corporate, under its corporate seal or, by a duly authorized officer or attorney.

Revocation of Proxies

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

- (a) completing, signing and dating a proxy bearing a later date, and depositing it at the offices of Computershare Investor Services Inc. at 100 University Avenue, 8th Floor, Toronto, Ontario, Canada, M5J 2Y1;
- (b) depositing an instrument in writing executed by the Shareholder or by the Shareholder's attorney duly authorized in writing or, if the Shareholder is a body corporate, under its corporate seal or by a duly authorized officer or attorney either with (i) Computershare Investor Services Inc. at 100 University Avenue, 8th Floor, Toronto, Ontario, Canada, M5J 2Y1 at any time up to and including the last business day preceding the day of the Meeting or any adjournment(s) or postponement(s) thereof, or (ii) the Chairman of the Meeting prior to the commencement of the Meeting on the day of the Meeting or any adjournment(s) or postponement(s) thereof; or
- (c) in any other manner permitted by law.

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

Voting by Non-Registered Shareholders

Only registered Shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting. Most Shareholders are "non-registered" Shareholders ("**Non-Registered Shareholders**") 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. Common Shares beneficially owned by a Non-Registered Shareholder are registered either: (i) in the name

of an intermediary ("**Intermediary**") that the Non-Registered Shareholder deals with in respect of the Common Shares; or (ii) in the name of a clearing agency (such as The CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant. In accordance with applicable securities law requirements, the Corporation will have distributed copies of the Notice, this Circular, the form of proxy and a request card for interim and annual materials (collectively, the "**Meeting Materials**") to the clearing agencies and Intermediaries for distribution to Non-Registered Shareholders.

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

- (a) be given a voting instruction form which is not signed by the Intermediary and which, when properly completed and signed by the Non-Registered Shareholder and returned to the Intermediary or its service company, will constitute voting instructions (often called a "voting instruction form" or "VIF") which the Intermediary must follow. Typically, the voting instruction form will consist of a one page pre-printed form. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Non-Registered Shareholders and asks Non-Registered Shareholders to return the forms to Broadridge or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Additionally, the Corporation may utilize Broadridge's QuickVote™ service to assist eligible Shareholders with voting their shares directly over the phone. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of the Common Shares to be represented at the Meeting. Sometimes, instead of the one-page pre-printed form, the voting instruction form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label with a bar-code and other information. In order for this form of proxy to validly constitute a voting instruction form, the Non-Registered Shareholder 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) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Shareholder when submitting the proxy. In this case, the Non-Registered Shareholder who wishes to submit a proxy should properly complete the form of proxy and deposit it with Computershare Investor Services Inc. at 100 University Avenue, 8th Floor, Toronto, Ontario, Canada, M5J 2Y1.

In either case, the purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of the Common Shares they beneficially own. Should a Non-Registered Shareholder who receives one of the above forms wish to vote at the Meeting, or any adjournment(s) or postponement(s) thereof (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should strike out the names of the persons named in the voting instruction form or form of proxy, as applicable, and insert the Non-Registered Shareholder's or such other person's name in the blank space provided. **In either case, Non-Registered Shareholders should carefully follow the instructions of their Intermediary, including those regarding when and where the voting instruction form is to be delivered.**

A Non-Registered Shareholder may revoke a voting instruction form by following the instructions of their Intermediary as instructions and timing may vary with each Intermediary.

Management of the Corporation does intend to pay for Intermediaries to forward to Non-Registered Shareholders under National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") the proxy related materials and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary*. An "objecting beneficial owner" as defined in NI 54-101 ("**OBO**") will not receive the materials unless the OBO's Intermediary assumes the cost of delivery.

NOTICE-AND-ACCESS RULES

The Corporation has elected to use the notice-and-access provisions under National Instrument 51-102 – *Continuous Disclosure Obligations* ("**NI 51-102**") and NI 54-101 (together with NI 51-102, the "**Notice-and-Access Provisions**") for the Meeting. The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators that allows issuers to post electronic versions of proxy-related materials on-line, via the System for Electronic Document Analysis and Retrieval ("**SEDAR**") and one other website, rather than mailing paper copies of such materials to Shareholders.

Instead of receiving this Circular, Shareholders will receive a Notice of Meeting with the proxy or voting instruction form, as the case may be, along with instructions on how to access the Meeting materials online. The Corporation will send the Notice of Meeting and proxy form directly to registered Shareholders. The Corporation will pay for Intermediaries to deliver the Notice of Meeting, voting instruction form and other Meeting materials requested by Non-Registered Shareholders. The Circular and other relevant materials are available on the Corporation's website (www.o3mining.com) and on SEDAR (www.sedar.com) under the Corporation's issuer profile.

The Corporation will not be using stratification as it relates to Notice-and-Access.

If you would like to receive a paper copy of the current Meeting materials by mail, you must request one by June 9, 2022, as follows:

- Holders with a 15 digit control number: Toll Free, within North America 1-866-962-0498 or direct, from outside North America (514) 982-8716 and entering your control number as indicated on your form of proxy or voting instruction form.
- Holders with a 16 digit control number: Toll Free, within North America 1-877-907-7643 or direct, from outside North America (905) 507-5450 and entering your control number as indicated on your form of proxy or voting instruction form.
- To obtain paper copies of the materials after the Meeting date, please contact the Corporation as follows: by mail, O3 Mining Inc., 155 University Avenue, Suite 1440, Toronto, Ontario, Canada, M5H 3B7, Canada, or by telephone at 416-363-8653.

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

Other than as disclosed herein, no director or executive officer of the Corporation who has held such position at any time since the beginning of the Corporation's last financial year, each proposed nominee for election as a director of the Corporation, and associates or affiliates of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matters to be acted upon at the Meeting, other than the election of directors and the appointment of auditors.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized share capital of the Corporation consists of an unlimited number of Common Shares. As of April 26, 2023, there are **74,624,869** Common Shares issued and outstanding.

Each Common Share entitles the holder thereof to one vote on all matters to be acted upon at the Meeting. The record date for the determination of Shareholders entitled to receive notice of the Meeting has been fixed at April 26, 2023 (the "**Record Date**"). All holders of Common Shares of record at the close of business on the Record Date are entitled either to attend the Meeting and vote the Common Shares held by them in person or, provided a completed and executed proxy shall have been delivered to the Corporation's transfer agent, Computershare Investor Services Inc., within the time specified in the attached Notice, to have a proxy attend and vote the Common Shares in accordance with the Shareholder's instructions.

To the knowledge of the directors and executive officers of the Corporation, as of the date hereof, no person or company beneficially owns, controls or directs, directly or indirectly, voting securities of the Corporation carrying 10% or more of the voting rights attached to all outstanding Common Shares, other than as set out below:

Name of Shareholder	Number of Common Shares ⁽¹⁾	Percentage of Common Shares ⁽¹⁾
Osisko Mining Inc. ⁽²⁾	15,861,298	21.3%

Notes:

- (1) The information as to Common Shares beneficially owned, controlled or directed, not being within the knowledge of the Corporation, has been obtained by the Corporation from publicly disclosed information and/or furnished by the Shareholder listed above.
- (2) Osisko Mining Inc. is a mining company of which Messrs. John Burzynski, José Vizquerra Benavides, Patrick F.N. Anderson, Keith McKay, Bernardo Alvarez Calderon and Amy Satov are directors.

BUSINESS OF THE MEETING

Financial Statements

The Shareholders will receive and consider the audited consolidated financial statements of the Corporation for the fiscal year ended December 31, 2022, together with the auditor's report thereon.

Appointment of Auditor

The directors of the Corporation recommend, on the advice of the Audit Committee, that PricewaterhouseCoopers LLP, Chartered Professional Accountants ("**PwC**") be re-appointed as the auditor of the Corporation.

PwC were first appointed auditor of the Corporation on July 6, 2019, the day following the reverse takeover by Osisko Mining Inc. of Chantrell Ventures Corp, resulting in O3 Mining Inc., by way of a statutory plan of arrangement under Section 182 of the *Business Corporations Act* (Ontario) (the "**Arrangement**").

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

Election of Directors

The Corporation's articles provide that the Board consist of a minimum of three (3) and a maximum of fifteen (15) directors. At the Meeting, the eight (8) persons named hereunder will be proposed for election as directors of the Corporation. Management does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the persons named in the proxy to vote the proxy for the election of any other person or persons in place of any nominee or nominees unable to serve. Each director elected will hold office until the close of the next annual meeting of Shareholders, or until his or her successor is duly elected unless prior thereto he or she resigns or his or her office becomes vacant by reason of death or other cause.

Nominees

The following table sets forth the name of all persons proposed to be nominated for election as directors, their place of residence, position held, and periods of service with, the Corporation, or any of its affiliates, their principal occupations and the number of securities they hold, either in the form of Common Shares, deferred share units ("**DSUs**"), restricted share units ("**RSUs**") options to purchase Common Shares ("**Options**"), and warrants to purchase Common Shares ("**Warrants**"), and beneficially owned, controlled or directed, directly or indirectly, by them as of the date hereof.

Shareholders have the option to: (i) vote for all of the directors of the Corporation listed in the table below; (ii) vote for some of the directors and withhold for others; or (iii) withhold for all of the directors. **Unless the Shareholder has specifically instructed in the form of proxy that the Common Shares represented by such proxy are to be withheld or voted otherwise, the persons named in the proxy will vote FOR the election of each of the proposed nominees set forth below as directors of the Corporation.**

Name, Province or State and Country of Residence	Director Since	Present Principal Occupation and Positions Held during the Preceding Five Years	Holdings ⁽¹⁾
John Burzynski ⁽²⁾⁽⁸⁾ Ontario, Canada	July 5, 2019	CEO of Osisko Mining Inc. since August 2015 and Chair since September 2020; formerly Senior Vice President, New Business Development of Osisko Gold Royalties Ltd from June 2014 to August 2016.	15,300 Common Shares ⁽³⁾ 215,000 Options 122,211 DSUs
José Vizquerra Benavides ⁽⁴⁾ Ontario, Canada	July 5, 2019	President and CEO of O3 Mining Inc. since July 2019, Executive Vice President, Strategic Development of Osisko Mining Inc. from June 2016 to November 2019; formerly Senior Vice President and COO of Osisko Mining Inc. and, prior to that, President and CEO of Osisko Mining Inc.	4,617,955 Common Shares ⁽⁵⁾ 795,000 Options 400,000 RSUs
Murray John ⁽⁴⁾⁽⁶⁾⁽⁷⁾⁽⁸⁾ Ontario, Canada	July 5, 2019	Retired. Up to December 2015 President and CEO of Dundee Resources Limited; Managing Director and Portfolio Manager, Goodman & Company, Investment Counsel Inc.; President and CEO, Corona Gold Corporation; President and CEO, Ryan Gold Corp.	200,000 Common Shares 175,000 Options 186,047 DSUs
Patrick F.N. Anderson ⁽⁶⁾ Ontario, Canada	July 5, 2019	CEO, Dalradian Resources Inc. since October 2009.	167,500 Options 67,500 DSUs
Bernardo Alvarez Calderon ⁽²⁾⁽⁴⁾ Lima, Peru	July 5, 2019	President and CEO, Analytica Mineral Services since January 2005.	53,658 Common Shares 167,500 Options 169,252 DSUs
Mélissa Desrochers ⁽⁴⁾ Québec, Canada	April 8, 2021	Public Affairs, Communications and Stakeholder Engagement Consultant since November 2020; formerly Director of Government Relations and External Communications for Agnico Eagle Mines Limited from October 2017 to August 2020, and, prior to that, Communications and Community Relations Manager for Canadian Malartic Mine from January 2015 to September 2017.	27,500 Options 100,475 DSUs
Keith McKay ⁽⁷⁾ Ontario, Canada	July 5, 2019	CFO, Dalradian Resources Inc. since June 2010.	1,288 Common Shares 167,500 Options 130,034 DSUs
Amy Satov ⁽²⁾⁽⁶⁾⁽⁷⁾ Québec, Canada	July 5, 2019	General Counsel, Balcan Innovations Inc. from March 2021, Senior Legal Counsel, Nuvei Technologies Corp. from April 2020 to March 2021, formerly CEO, BL Solutions Inc. from November 2019 to March 2020, formerly CEO of Litron Distributors Ltd. since 2014.	167,500 Options 101,225 DSUs

Notes:

- (1) The information with respect to Common Shares beneficially owned, controlled or directed has been furnished by the respective individuals.
- (2) Member of the Compensation Committee. Ms. Satov is the Chair of the Compensation Committee.
- (3) Includes holdings of John Burzynski through Archean Capital Corp.
- (4) Member of the Sustainable Development Committee. Mr. Alvarez Calderon is the Chair of the Sustainable Development Committee.
- (5) Includes holdings of José Vizquerra Benavides and Mercedes Vizquerra.
- (6) Member of the Corporate Governance and Nominating ("CG&N") Committee. Mr. John is the Chair of the CG&N Committee.
- (7) Member of the Audit Committee. Mr. McKay is the Chair of the Audit Committee.
- (8) Mr. Burzynski is Chairman of the Board of the Corporation and Mr. John is Lead Director of the Corporation.

As a group, the current and proposed directors beneficially own, control or direct, directly or indirectly, 4,888,201 Common Shares, representing approximately 6.5% of the issued and outstanding Common Shares as of the date hereof.

Directors' Equity Ownership Policy

On November 11, 2019, the Board approved the Directors' Equity Ownership Policy ("**DEOP**") to ensure that each non-executive director holds a meaningful equity ownership interest, focused on the long-term interests of the Corporation. The DEOP requires each non-executive Director to hold common shares of O3 with aggregate acquisition cost or market value equal to at least two times annual base retainer fee for serving as director. Deferred share units of O3 shall be counted towards meeting the requirements in this policy, but not options or RSUs. The DEOP stipulates compliance within 3 years of the DEOP becoming effective or assuming the position of Director. In March 2023 the Corporate Governance and Nominating Committee reported that all executives and directors are either in compliance or working towards compliance in the required time frame.

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions

No individual set forth in the above table is, as at the date hereof, or was, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Corporation) that:

- (a) 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 and that was issued while such individual was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) 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 such individual ceased to be a director, chief executive officer or chief financial officer, and which resulted from an event that occurred while such individual was acting in the capacity as director, chief executive officer or chief financial officer.

Other than as set out below, no individual set forth in the above table, nor any personal holding company of any such individual:

- (c) is, as of the date hereof, or has been within 10 years before the date hereof, a director or executive officer of any company (including the Corporation) that, while such individual was acting in that capacity, or within a year of such individual ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, 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
- (d) has, within the 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, 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 such individual; or
- (e) 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 security holder in deciding whether to vote for a proposed director.

Ms. Amy Satov, a director of the Corporation, was previously a director and CEO of Litron Distributors Ltd., a small privately-held company, deemed bankrupt on March 15, 2019.

Mr. Murray John, a director of the Corporation, was previously a director of African Minerals Limited, a company incorporated under the laws of Bermuda and listed on the London Stock Exchange (prior to its

delisting on April 7, 2015). On March 26, 2015, Deloitte LLP was appointed to act as the insolvency administrator for African Minerals Limited

Certain of the officers and directors of the Corporation also serve as directors and/or officers of other companies involved in the mineral exploration and development business, and consequently there exists the possibility for such officers or directors to be in a position of conflict. Any decision made by any such officers or directors involving the Corporation will be made in accordance with their duties and obligations under the laws of the Province of Ontario and Canada.

Re-Approval of Existing 10% Rolling Stock Option Plan

The Corporation's rolling Stock Option Plan (the "**Option Plan**") was last approved by the Shareholders on June 23, 2022.

A summary of each of the Option Plan, the Restricted Share Unit Plan (the "**RSU Plan**"), the Deferred Share Unit Plan (the "**DSU Plan**") and the Employee Share Purchase Plan (the "**ESP Plan**"), (collectively, the "**Equity Compensation Plans**") is included below under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans*".

Under Section 5.2 of Policy 4.4 (*Security Based Compensation*) of the TSXV's Corporate Finance Manual, a "rolling up to 10%" security-based compensation plan, such as the Option Plan, must receive shareholder approval at the time such plan is implemented and yearly thereafter. Accordingly, at the Meeting, Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the Stock Option Plan Resolution (as defined herein), and the Options and other entitlements thereunder. The full text of the Option Plan is attached hereto as Schedule A to this Circular.

As at the date of this Circular, **74,624,869** Common Shares are outstanding, meaning the maximum aggregate number of Common Shares reserved by the Corporation for issuance and which may be purchased upon the exercise of all compensation securities pursuant to the Equity Compensation Plans shall not exceed **7,462,486**. As at the date of this Circular, 4,945,000 Options, 1,295,000 RSUs and 910,200 DSUs were outstanding, representing approximately 9.6% of the issued and outstanding Common Shares, with no remaining compensation securities available for issuance under the Equity Compensation Plans.

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, a resolution ratifying the Option Plan (the "**Stock Option Resolution**"), and the options and other entitlements thereunder.

The text of the Stock Option Resolution to be submitted to Shareholders at the Meeting is set forth below:

"NOW THEREFORE BE IT RESOLVED BY ORDINARY RESOLUTION OF THE SHAREHOLDERS THAT:

- (a) the 10% rolling Stock Option Plan of the Corporation, attached as Schedule A to the Corporation's management information circular dated April 26, 2023, be, and hereby is, ratified, confirmed and approved;
- (b) all options under the 10% rolling Stock Option Plan of the Corporation be, and hereby are, ratified, confirmed and approved; and
- (c) any one director or officer of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute or cause to be executed and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as such director or officer may deem necessary or desirable in connection with the foregoing resolution."

The Board recommends that Shareholders vote FOR the Stock Option Resolution. To be effective, the Stock Option Resolution must be approved by not less than a majority of the votes cast by the holders of Common Shares present in person or represented by proxy, at the Meeting. The nominees named in the accompanying form of proxy will vote the shares represented thereby FOR such resolution, unless the Shareholder has given contrary instructions in such form of proxy.

If approval of the Stock Option Resolution is obtained at the Meeting, the Corporation will not be required to seek further approval of the grant of Options and entitlements under the Option Plan until the Corporation's next annual shareholders' meeting. If approval of the Stock Option Resolution is not obtained

at the Meeting, then any Options and entitlements that have not been allocated under the Option Plan as of June 23, 2022 and any Options that are outstanding as of June 23, 2022 and are subsequently cancelled, terminated or exercised will not be available for a new grant of Options. Previously allocated Options will continue to be unaffected by the approval or disapproval of the resolution.

Re-Approval of RSU Plan, as Amended

At the Corporation's annual and special meeting of Shareholders held on June 28, 2019, the Shareholders approved and ratified the existing RSU Plan of the Corporation.

Pursuant to the policies of the TSXV, the Corporation is required to obtain Shareholder approval to amend its RSU Plan in order to increase the number of Common Shares reserved for issuance under the existing RSU Plan of the Corporation.

As such, at the Meeting, Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the RSU Plan Amendment Resolution (as defined herein) to, among other things, increase the maximum number of Common Shares that may be issued under the RSU Plan by 1,000,000 Common Shares from 2,500,000 Common Shares to 3,500,000 Common Shares (the "**RSU Plan Amendment**"), representing approximately 4.7% of the issued and outstanding Common Shares as of the date of this Circular. On April 14, 2023, the Board approved and adopted the RSU Plan Amendment, and on April 21, 2023 the TSXV approved the RSU Plan amendment, subject to Shareholder approval at the AGSM. The full text of the amended RSU Plan is attached hereto as Schedule E.

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, a resolution ratifying the RSU Plan Amendment (the "**RSU Plan Amendment Resolution**").

The text of the RSU Plan Amendment Resolution to be submitted to Shareholders at the Meeting is set forth below:

"NOW THEREFORE BE IT RESOLVED BY ORDINARY RESOLUTION OF THE SHAREHOLDERS THAT:

- (a) the amended RSU Plan of the Corporation, a copy of which is attached as [Schedule E] to this Circular, be, and hereby is, ratified, confirmed and approved;
- (b) for the avoidance of doubt, the increase in the maximum number of Common Shares made available for issuance from treasury under the existing RSU Plan of the Corporation, from 2,500,000 common shares of the Corporation to 3,500,000 common shares of the Corporation, pursuant to the amended RSU Plan of the Corporation, be, and hereby is, ratified, confirmed and approved; and
- (c) any one director or officer of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute or cause to be executed and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as such director or officer may deem necessary or desirable in connection with the foregoing resolution."

The Board recommends that Shareholders vote FOR the RSU Plan Amendment Resolution. To be effective, the RSU Plan Resolution must be approved by not less than a majority of the votes cast by the Shareholders present in person or represented by proxy, at the Meeting.

The nominees named in the accompanying form of proxy will vote the shares represented thereby FOR such resolution, unless the Shareholder has given contrary instructions in such form of proxy.

Other Matters

Management of the Corporation knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the Notice. However, if any other matter properly comes before the Meeting, the form of proxy furnished by the Corporation will be voted on such matters in accordance with the best judgment of the persons voting the proxy.

Normal Course Issuer Bid

With the approval of the TSXV, the Corporation renewed its normal course issuer bid (the "**NCIB**") on October 7, 2022, which will terminate on October 6, 2023 or earlier in the event that the Corporation has

acquired the maximum number of Common Shares that may be purchased under the NCIB. The Corporation may also terminate the NCIB earlier if it feels appropriate to do so. Under the NCIB, the Corporation may purchase for cancellation, from time to time, as it considers advisable, up to 4,921,389 of its Common Shares, representing 10% of the Corporation's "public float". As of April 26, 2023, the Corporation has purchased 442,400 Common Shares pursuant to the NCIB. The Corporation has engaged CIBC Capital Markets Inc. to act as its agent to conduct the NCIB transactions.

In the previous year, the Corporation purchased 619,100 Common Shares pursuant to the NCIB.

Shareholders may obtain, without charge, a copy of the "Notice of Intention to Make a Normal Course Issuer Bid" filed by the Corporation with the TSXV by contacting the Corporation.

Shareholders may obtain, without charge, a copy of the "Notice of Intention to Make a Normal Course Issuer Bid" filed by the Corporation with the TSXV by contacting the Corporation.

STATEMENT OF EXECUTIVE COMPENSATION

The purpose of this Statement of Executive Compensation is to provide information about the Corporation's compensation philosophy, objectives, and processes and to discuss compensation decisions relating to the Corporation's directors as well as Chief Executive Officer, Chief Financial Officer, and, if applicable, its most highly compensated individual acting as, or in a like capacity as, executive officers of the Corporation whose total compensation for the most recently completed financial year was individually equal to more than \$150,000 (the "**NEOs**" or "**Named Executive Officers**"), during the Corporation's most recently completed financial year, being the 2022 Financial Year.

On July 5, 2019, the Corporation (formerly known as Chantrell Ventures Corp. ("**Chantrell**")) and Osisko Mining Inc. completed their spin-out transaction, which resulted in, among other things, Osisko Mining Inc. transferring certain of its non-core assets to Chantrell in exchange for common shares of Chantrell by way of a statutory plan of arrangement under Section 182 of the *Business Corporations Act* (Ontario). In connection with the Arrangement, all the directors and officers of the Corporation resigned and the board and management of the Corporation were reconstituted on July 5, 2019. The NEOs of the Corporation during the year ended December 31, 2021 and December 31, 2022 are:

- José Vizquerra Benavides, President and Chief Executive Officer of the Corporation since July 5, 2019;
- Elijah Tyshynski, Chief Financial Officer of the Corporation since September 1, 2022;
- Blair Zaritsky, Chief Financial Officer of the Corporation from July 5, 2019, until August 31, 2022; and
- Louis Gariepy, Vice President, Exploration of the Corporation since November 11, 2019.

Directors' Compensation

The Board determines the level of compensation for directors, based on recommendations from the compensation committee (the "**Compensation Committee**"). The Board is responsible for reviewing the compensation of members of the Board to ensure that the compensation realistically reflects the responsibilities and risks involved in being an effective director. The Board has established a cash compensation program for its non-executive directors with respect to general directors' duties, meeting attendance or for additional service on Board committees. Non-executive directors are eligible to participate in certain of the Corporation's share incentive plans, being the Option Plan (as defined below), and the DSU Plan (as defined below). Directors' fees are paid each quarter, are reviewed periodically and may be changed from time to time. Non-executive directors may elect to receive their respective directors' fees in the form of cash, DSUs or a combination thereof.

In respect of the financial year ended December 31, 2022, and as in previous years, the Board approved an annual retainer to be paid to each non-executive director of the Corporation in the amount of \$50,000. In addition, the Board reapproved additional annual retainers for the Chairman of the Board, Lead Director and the Audit Committee chair, of \$15,000. The chair of the Corporate Governance Committee, the Compensation Committee and the Sustainable Development Committee receive an additional \$10,000, as in previous years. The members of the Audit Committee, the Corporate Governance Committee, the Compensation Committee and the Sustainable Development Committee receive an additional \$5,000, as they have in previous years.

Compensation Committee

The Compensation Committee is appointed by the Board to assist in fulfilling its corporate governance responsibilities under applicable laws, to assist the Board in setting director and senior executive compensation, and to develop and submit to the Board recommendations with respect to other employee benefits as the Compensation Committee sees fit.

The Compensation Committee is currently comprised of Amy Satov (Chair), Bernardo Alvarez Calderon, and John Burzynski. Ms. Satov and Mr. Alvarez Calderon are independent within the meaning of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**").

Compensation Process

The Board relies on the knowledge and experience of the members of the Compensation Committee to set, review and recommend appropriate levels of compensation for senior officers. The Compensation Committee adopted a compensation process whereby it will review annually the total remuneration (including benefits) and the main components thereof for the officers and directors, and may compare such remuneration with that of peers in the same industry, and review periodically the Equity Compensation Plans and consider these in light of new trends and practices of peers in the same industry. The Compensation Committee's recommendations regarding director and officer compensation are presented to the Board for its consideration and approval. The Board is responsible for reviewing the compensation of members of senior management to ensure that they are competitive within the industry and that the form of compensation aligns the interests of each such individual with those of the Corporation.

Compensation Program

Principles/Objectives of the Compensation Program

The primary goal of the Corporation's executive compensation program is to attract, motivate and retain top quality individuals at the executive level. The program is designed to ensure that the compensation provided to the Corporation's senior officers is determined with regard to the Corporation's business strategy and objectives and financial resources, and with the view of aligning the financial interests of the senior officers with those of the Shareholders. The Compensation Committee has focused on ensuring that the members of the senior management team successfully create significant value for the Corporation given their knowledge of the industry, their past execution track record and their demonstrated ability to work as part of a team in an entrepreneurial culture.

In the performance of its duties, the Compensation Committee is guided by the following principles:

- establishing sound corporate governance practices that are in the interests of Shareholders and that contribute to effective and efficient decision-making;
- offering competitive compensation to attract, retain and motivate the very best qualified executives in order for the Corporation to meet its goals; and
- acting in the interests of the Corporation and the Shareholders by being fiscally responsible.

The Compensation Committee recognizes the positive benefits of having an entrepreneurial senior executive team. Since the Arrangement, the senior executive team was responsible for the successful completion of equity financings in the aggregate amount of over \$40.2 million, which has provided the Corporation with the funding necessary to execute its business objectives.

Components of the Compensation Program

The compensation program consists of the four following distinct elements aimed at aligning the interests of the senior executives with those of the Shareholders:

Components of Compensation	As % of Total Compensation	
	First Year	Target
Base salary	25 to 28	25
Annual incentive (bonus) compensation	25 to 28	25
Long-term incentive compensation	44 to 50	50

Components of Compensation	As % of Total Compensation	
	First Year	Target
Perquisites and personal benefits	< 1	< 1

Base Salary

The Corporation provides senior officers with base salaries that represent their minimum compensation for services rendered, or expected to be rendered. NEOs' base compensation depends on the scope of their experience, responsibilities, leadership skills, performance, length of service, general industry trends and practices, competitiveness, and the Corporation's existing financial resources. Base salaries are reviewed annually by the Compensation Committee.

Base salary is a fixed element of compensation that is payable to each NEO for performing the specific duties of the position. The amount of base salary is determined through negotiation of employment terms with each NEO and is determined on an individual basis. While base salary is intended to fit into the Corporation's overall compensation objectives by serving to attract and retain talented executive officers, the Corporation's financial position, ability to pay, and the level of executive fees generally known to be paid by other companies in the industry. The Board's reasonable assessment also impacts the level of base salary.

The following sets out the annualized base salary of each of the NEOs during the 2022 Financial Year.

Named Executive Officer	Annual Base Salary
José Vizquerra Benavides, President and Chief Executive Officer	\$515,000
Elijah Tyshynski, Chief Financial Officer ⁽¹⁾	\$265,000
Blair Zaritsky, Chief Financial Officer ⁽²⁾	\$125,000
Louis Gariepy, VP Exploration	\$232,000

Notes:

(1) Mr. Tyshynski became Chief Financial Officer of the Corporation on September 1, 2022.

(2) Mr. Zaritsky became Chief Financial Officer of the Corporation on July 5, 2019. Pursuant to an agreement between the Corporation and Osisko Mining Inc. (where Mr. Zaritsky is the CFO), 33.3% of Mr. Zaritsky's annual base salary was charged back to the Corporation, up until Mr. Zaritsky ceased to be Chief Financial Officer of the Corporation on August 31, 2022.

Annual Incentive (Bonus) Compensation

The annual incentive program for the NEOs is based on their performance as a team against corporate objectives approved by the Board. Bonuses are approved by the Board, at its sole discretion, based on the recommendation of the Compensation Committee. The target for annual incentive compensation for NEOs has been established at 100% of their respective base salary.

As part of its duties and responsibilities and in conjunction with year-end assessments, the Compensation Committee reviews the realization of the Corporation's objectives and thereafter meets with management for discussion and consideration of each element contained in the corporate objectives.

The Corporation's key objectives for 2022 (the "**2022 Key Objectives**") were as follows:

OBJECTIVE		DESCRIPTION
SHAREHOLDER RETURN (40%)	15%	Stock price appreciation by 50% from 5-day VWAP 2021
	15%	Outperform GDXJ index or peer group
	10%	Index Inclusion by 2023 (GDXJ) – meet two out of three criteria in 2022: Market Capitalization, Trading Volume (shares), Trading Volume (value)
ASSETS (35%)	10%	Complete the Marban PFS by Q3-2022
	10%	Alpha +0.4Moz (inferred mineral resources or other mineralization), execute priority one targets at Omega
	5%	Marban +0.5Moz (inferred mineral resources or other mineralization)
	5%	Secure strategic geological ground in Val-d'Or
	5%	Successfully divest one non-core property for at least 15% of NewCo after giving effect to the transaction
FINANCIAL (10%)	10%	Maintain a cash balance over C\$60 million (C\$20 million in cash, and C\$40 million in investments)
SUSTAINABILITY (15%)	10%	Implement mandatory safety site inspections from supervisors and upper management and increase overall H&S inspections by 25% compared to 2021
	2.5%	Develop talent and culture corporate strategy
	2.5%	Maintain environmental protocols, drilling permitting and ECOLOGO standards

In January 2023, the Compensation Committee assessed the Corporation's achievement of the above-noted 2022 Key Objectives, which included a weighting of the 2022 Key Objectives, to determine the awards paid to the NEO's, other than the CFO, who was on a previously approved compensation package for the financial year ending 2022. It was determined that the NEO's had achieved 75% of their objectives, and would be awarded a bonus amount commensurate with the achievement of the objectives.

See Below for more detail on the achievements and assessment of the 2022 objectives.

		DESCRIPTION	STATUS	NOTES
SHAREHOLDER RETURN (40%)	15%	Stock price appreciation by 50% from 5-day VWAP 2021	0%	Target price was \$3.07 2022 average price is \$1.84
	15%	Outperform GDXJ index or peer group	50%	Year-to-date return: GDXJ (-14%) vs OIII (-26%). O3 Mining outperformed peer group: Probe (-32%), Troilus (-36%), Maple Gold (-51%), Cartier (-50%), Moneta Gold (-27%), Wallbridge (-52%), Amex Exploration (-40%)
	20%	Index Inclusion by 2023 (GDXJ) – meet two out of three criteria in 2022: Market Capitalization, Trading Volume (shares), Trading Volume (value)	50%	NO - 1. Market Cap > US\$ 150M YE 2022 was US\$68M YES - 2. Monthly Volume >= 250K shares YE 2022 was 1.1M shares NO - 3. ADTV >= US\$1M YE 2022 was US\$ 80K
ASSETS (35%)	10%	Complete the Marban PFS by Q3-2022	100%	PFS completed in September 2022
	10%	Alpha +0.4Moz (inferred mineral resources or other mineralization), execute priority one targets at Omega	100%	Kappa & Bulldog NI 43-101 Inf. -> 0.3Moz Other Mineralization -> 0.1Moz
	5%	Marban +0.5Moz (other mineralization)	100%	Other mineralization-> 0.5Moz
	5%	Secure strategic geological ground in Val-d'Or	100%	Acquisition of East-west Property from Emgold Mining - property located 200m from the Marban PEA pit edge
	5%	Successfully divest one non-core property for at least 15% of NewCo after giving effect to the transaction	100%	East Cadillac was sold to Cartier Resources for a 17.5% ownership at the date of the transaction
FINANCIAL (10%)	10%	Maintain a cash balance over C\$60 million (C\$20 million in cash, and C\$40 million in investments)	100%	As of December 13, 2022: C\$20.0M in cash, and C\$41.2M in investments.
SUSTAINABILITY (15%)	10%	Implement mandatory safety site inspections from supervisors and upper management and increase overall H&S inspections by 25% compared to 2021	100%	YE 2022 increase of 50% on H&S inspections (100% increase versus 25% target) mandatory safety site inspections implemented
	2.5%	Develop talent and culture corporate strategy	100%	Completed on H1 2022
	2.5%	Maintain environmental protocols, drilling permitting and ECOLOGO standards	100%	Successfully completed field audit of ECOLOGO and enhanced protocols
		TOTAL ACHIEVED	75%	

The following annual incentive awards were approved for each NEO of the Corporation:

NEO	Base Salary (\$)	Award Paid (\$)
José Vizquerra Benavides	515,000	386,000*
Elijah Tyshynski	265,000	198,750**
Blair Zaritsky	125,000***	64,000***
Louis Gariepy	232,000	87,000*

* The Compensation Committee recommended that the 2022 Year End bonus payments be awarded at 75% of NEO's target salaries representing the corporate objectives achieved for 2022. The Board approved bonus payments to the NEO's as recommended by the Compensation Committee for 2022.

** As part of Mr. Tyshynski's initial employment contract, he was provided a guarantee for the first year of his tenure. Going forward he will be subject to the same performance metrics as the rest of the NEO's of the corporation. Mr. Tyshynski was appointed CFO on September 1, 2022 and therefore his base salary was paid on a pro rata basis.

*** Mr. Zaritsky's salary and bonus are paid by Osisko Mining Inc. 33% of his Osisko salary and bonus were charged back to O3 Mining during the 2022 year, up to August 31, 2022.

Given the Corporation's development since the beginning of the 2022 Financial Year, the objectives of the Corporation for future periods may differ.

In March 2023, the Compensation Committee and Board approved management's targets for corporate objectives for 2023 for the calculation of 2023 year-end cash bonus awards, with the following weightings:

2023 Objective Allocation

Shareholder Return	30%
Assets	30%
Financial	15%
Sustainability	25%

Long-Term Incentive Compensation

The Option Plan, RSU Plan, and the DSU Plan are considered long-term incentive plans of the Corporation. The Corporation's long-term compensation program ensures the alignment of the NEOs with the Shareholders and other stakeholders in the value creation process. The long-term compensation program provides an effective retention measure for key senior executives.

Option Plan

On May 14, 2020, the Shareholders approved the option plan (the "**Option Plan**") which is designed to advance the interests of the Corporation by, among other things, encouraging stock ownership by certain eligible individuals, including employees, officers, and consultants of the Corporation. The Option Plan is administered by the Board or a duly appointed committee of the Board, consisting of not less than three directors, all of whom are independent. The Option Plan is an integral component of the Corporation's executive compensation arrangements. In general, Options are granted, at the discretion of the Board, and generally vest in three equal tranches: one-third on the first anniversary of the date of grant, one-third second anniversary of the date of grant, and one-third on the third anniversary of the grant date.

The Board believes that the grant of Options to senior officers serves to align their interests with those of the Shareholders and motivate the achievement of the Corporation's long-term strategic objectives, which will benefit Shareholders. Options may be awarded by the Board to directors, officers, employees and consultants of the Corporation, on the basis of the recommendation of the Compensation Committee. Option grants are based on a number of factors, including the individual's level of responsibility and their contribution towards the Corporation's goals and objectives. In addition, Options may be granted in recognition of the achievement of a particular goal or extraordinary service. The Board considers, among other things, prior Option grants and the overall number of Options that are outstanding relative to the number of outstanding Common Shares in determining whether to grant any additional Options, and the

size of such grants. The Corporation intends to depart from the practice of granting Options to non-executive directors.

A summary of the principal terms of the Option Plan are more particularly described under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans*" below.

DSU Plan

On June 28, 2019, the Shareholders approved and adopted the DSU Plan. The DSU Plan has been established to enhance the Corporation's ability to attract and retain talented individuals to serve as members of the Board and to increase the proprietary interests of non-executive directors in the Corporation and to align the interests of non-executive directors with the interests of Shareholders generally. The DSU Plan is administered by the Board or a duly appointed committee of the Board, consisting of not less than three directors, all of whom are independent. In general, DSUs are granted at the discretion of the Board and are settled upon the termination of the mandate of the non-executive director as a member of the Board for any reason, including resignation or death.

A summary of the principal terms of the DSU Plan are more specifically described under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans*" below.

RSU Plan

On June 28, 2019, the Shareholders approved and adopted the RSU Plan. The purpose of the RSU Plan is to assist the Corporation in attracting, retaining individuals with experience and ability, to allow certain employees to participate in the long-term success of the Corporation and to promote a greater alignment of interests between the employees designated as participants under the RSU Plan and those of Shareholders. RSUs generally vest in their entirety over three years.

A summary of the principal terms of the RSU Plan are more specifically described under the heading "*Securities Authorized for Issuance Under Equity Compensation Plans*" below.

Perquisites and Personal Benefits

Perquisites and personal benefits comprise of less than 1% of total compensation. The Corporation does provide basic perquisites and personal benefits to certain of its NEOs. These perquisites and personal benefits are determined through negotiation of an executive employment agreement with each NEO. While perquisites and personal benefits are intended to fit the Corporation's overall compensation objectives by serving to attract and retain talented executive officers, the size of the Corporation and the nature and stage of its business also impacts the level of perquisites and benefits. Currently a benefit program with life insurance and health benefits is offered to all NEOs.

Termination and Change of Control Benefits

For a description of the termination and change of control benefits provided by the Corporation to the NEOs, please see "*Statement of Executive Compensation – Termination and Change of Control Benefits*" below.

Compensation Risk Considerations

The Compensation Committee structures the components of the compensation program in order to generate adequate incentives to increase shareholder value in the long term while maintaining a balance to limit excessive risk taking.

As part of measures in place to mitigate risk related to compensation structure, the Compensation Committee establishes the total compensation of the NEOs based on a balanced approach between fixed and variable compensation components. The use of multiple components limits the risks associated with having the focus on one specific component and provides flexibility to compensate short to medium term goals and long-term objectives in order to maximize shareholder value.

In respect of the 2022 Financial Year, the fixed component of the NEOs' compensation composed of the base salary which is aimed to represent approximately one quarter of total compensation. The components forming the remaining three quarters aim at rewarding short to long-term objectives and are composed of (i) an annual incentive (bonus) compensation (100% performance based, determined on a yearly basis), and (ii) long-term incentive compensation in the form of Options and RSU grants.

The annual incentive compensation is based on a discussion and negotiation between the NEO and the Board.

In respect of the 2022 Financial Year, long-term compensation was comprised of Option awards and RSU awards. The Compensation Committee considers that the granting and vesting policies provide sufficient incentives to motivate NEOs in the long term to increase the overall value of the Corporation and thereby provide an adequate alignment of their interest with those of the Shareholders.

The Corporation has not adopted any retirement plan or pension plan for its directors and officers.

Based on the review performed in the last financial year, no risks associated with the Corporation's compensation policies and practices that are reasonably likely to have a material adverse effect on the Corporation were identified. The Compensation Committee considers that the procedures and guidelines currently in place to mitigate key risks relating to compensation are adequately managed and do not encourage excessive risk-taking that would be reasonably likely to have a material adverse effect on the Corporation. The Compensation Committee will continue to monitor and review the Corporation's compensation policies and practices annually to ensure that no component of the NEOs' compensation constitutes a risk.

The Corporation has a policy that restricts directors and NEOs from purchasing the Corporation's financial instruments in an amount greater than \$150,000, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge against or offset a decrease in market value of equity. To the knowledge of the Corporation, as of the date of hereof, no director or NEO of the Corporation has participated in the purchase of such financial instruments.

Summary Compensation Table Excluding Compensation Securities

The following table sets forth all compensation of directors and NEOs in respect of the financial years ended December 31, 2022 and December 31, 2021.

Messrs. Vizquerra, Anderson, McKay, Alvarez Calderon and Ms. Satov are also compensated as directors of Osisko Mining Inc. The compensation in the following table only relates to compensation securities provided in their capacities with the Corporation. Mr. Vizquerra was previously the Executive Vice-President, Strategic Development of Osisko Mining Inc. until November 1, 2019. Following the formation of O3 Mining pursuant to a spin out transaction, he became executive director of the Corporation starting July 5, 2019. He ceased to be an executive of Osisko Mining Inc. on November 1, 2019, but continued to serve as a director of Osisko Mining Inc. The compensation in the following table only relates to compensation securities provided to Mr. Vizquerra in his capacity with the Corporation. Mr. Zaritsky is also the Chief Financial Officer of Osisko Mining Inc. The compensation in this table only relates to the compensation securities provided to Mr. Zaritsky in his capacity with the Corporation.

Table of Compensation Excluding Compensation Securities							
Name and Position ⁽¹⁾	Year	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees ⁽²⁾ (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total Compensation (\$)
José Vizquerra Benavides ⁽³⁾ President & Chief Executive Officer	2022	514,007	385,505	Nil	Nil	Nil	899,512
	2021	500,000	395,000	Nil	Nil	Nil	895,000
Elijah Tyshynski ⁽⁴⁾ Chief Financial Officer	2022	88,333	198,750	33,667 ⁽⁵⁾	Nil	Nil	320,750
	2021	Nil	Nil	55,000	Nil	Nil	55,000
Blair Zaritsky ⁽⁶⁾ Chief Financial Officer	2022	83,333	62,500	Nil	Nil	Nil	145,833
	2021	125,000	73,695	Nil	Nil	Nil	198,695
Louis Gariepy Vice President Exploration	2022	231,303	86,738	Nil	Nil	Nil	318,041
	2021	225,000	88,875	Nil	Nil	Nil	313,875
John Burzynski Chairman & Director	2022	Nil	Nil	70,000	Nil	Nil	70,000
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Murray John ⁽⁷⁾ Lead Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Patrick F.N. Anderson Director	2022	Nil	Nil	55,000	Nil	Nil	55,000
	2021	Nil	Nil	55,000	Nil	Nil	55,000
Bernardo Alvarez Calderon Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Mélissa Desrochers ⁽⁸⁾ Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2021	N/A	Nil	39,526	Nil	Nil	39,526
Keith McKay Director	2022	Nil	Nil	70,000	Nil	Nil	70,000
	2021	Nil	Nil	Nil	Nil	Nil	Nil
Amy Satov Director	2022	Nil	Nil	18,750	Nil	Nil	18,750
	2021	Nil	Nil	70,000	Nil	Nil	70,000

Notes:

- (1) On July 5, 2019, the Corporation (formerly known as Chantrell Ventures Corp.) and Osisko Mining Inc. completed their spin-out transaction, which resulted in, among other things, Osisko Mining Inc. transferring certain of its non-core assets to Chantrell in exchange for common shares of Chantrell by way of a statutory plan of arrangement under Section 182 of the *Business Corporations Act* (Ontario). In connection with the Arrangement, all the directors and officers of the Corporation resigned, and the board and management of the Corporation were reconstituted on July 5, 2019.
- (2) Represents board and committee member fees paid to non-executive directors. Fees are paid out in cash, DSUs, or a combination thereof. In respect of the 2022 financial year end, Mr. John, and Alvarez Calderon and Mses Satov and Desrochers elected to take all or a portion of their director fees in DSUs. These payments are reflected in the compensation securities table below, on March 31, June 30, September 30, and December 31.
- (3) Mr. Vizquerra was previously the Executive Vice-President, Strategic Development of Osisko Mining Inc. Following the formation of O3 Mining pursuant to a spin out transaction, he became a full-time executive director of the Corporation starting July 5, 2019. He ceased to be an executive of Osisko Mining Inc. on November 1, 2019, but continued to serve as a director of Osisko Mining Inc. The compensation in this table relates to compensation provided to Mr. Vizquerra only in his capacity with the Corporation.
- (4) Mr. Tyshynski assumed the role of CFO on September 1, of 2022. Prior to that he served as a director of the Corporation.
- (5) Prior to becoming CFO, Mr. Tyshynski was a director of the Corporation. During the time he served as director he collected \$33,667 in fees for acting in this capacity.
- (6) Mr. Zaritsky stepped down as CFO on August 31, of 2022.
- (7) In Q4 of 2022, following the move of Mr. Tyshynski from the Board to CFO position, Mr. John joined the audit committee, resulting in an increase in his annual committee fee
- (8) Ms. Desrochers joined as a Director of the Corporation in April 2021

Compensation Securities

The following table provides information regarding compensation securities granted or issued to each director and NEO during the fiscal year ended December 31, 2022.

Messrs. Vizquerra, Anderson, McKay, Alvarez Calderon and Ms. Satov are also compensated as directors of Osisko Mining Inc. The compensation in the following table only relates to compensation securities provided in their capacities with the Corporation. Mr. Vizquerra was previously the Executive Vice-President, Strategic Development of Osisko Mining Inc. until November 1, 2019. Following the formation of O3 Mining pursuant to a spin out transaction, he became executive director of the Corporation starting July 5, 2019. He ceased to be an executive of Osisko Mining Inc. on November 1, 2019, but continued to serve a director of Osisko Mining Inc. The compensation in the following table only relates to compensation securities provided to Mr. Vizquerra in his capacity with the Corporation. Mr. Zaritsky is also the Chief Financial Officer of Osisko Mining Inc. The compensation in this table only relates to the compensation securities provided to Mr. Zaritsky in his capacity with the Corporation.

Compensation Securities							
Name and Position	Type of Compensation Security ⁽¹⁾	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
#José Vizquerra Benavides ⁽²⁾ President & Chief Executive Officer	RSUs	135,000 225,000	January 14, 2022 November 24, 2022	N/A N/A	1.98 1.47	1.51 1.51	January 14, 2025 November 24, 2025
	Options	135,000	January 14, 2022	1.98	1.98	1.51	January 14, 2027
Elijah Tyshynski ⁽³⁾ Chief Financial Officer & former Director	RSUs	85,000 125,000	September 1, 2022 November 24, 2022	N/A N/A	1.41 1.47	1.51 1.51	September 1, 2024 November 24, 2025
	DSUs	27,500	January 14, 2022	N/A	1.98	1.51	N/A
	Options	27,500	January 14, 2022	1.98	1.98	1.51	January 14, 2027
Blair Zaritsky ⁽⁴⁾ former Chief Financial Officer	Options	100,000	January 14, 2022	1.98	1.98	1.51	January 14, 2027
	RSUs	100,000	January 14, 2022	N/A	1.98	1.51	January 14, 2025
Louis Garipey ⁽⁵⁾ Vice President, Exploration	Options	65,000	January 14, 2022	1.98	1.98	1.51	January 14, 2027
	RSUs	65,000 60,000	January 14, 2022 November 24, 2022	N/A N/A	1.981.47 1.51	1.51 1.51	January 14, 2025 November 24, 2025
#John Burzynski ⁽⁶⁾ Chairman and Director	DSUs	40,000 50,000	January 14, 2022 November 24, 2022	N/A N/A	1.981.47 1.51	1.51 1.51	N/A N/A
	Options	40,000	January 14, 2022	1.98	1.98	1.51	January 14, 2027
#Murray John ⁽⁷⁾ Lead Director	DSUs	35,000	January 14, 2022	N/A	1.98	1.51	N/A
		9,004	March 31, 2022	N/A	2.37	1.51	N/A
		10,416	June 30, 2022	N/A	1.97	1.51	N/A
		18,008	September 30, 2022	N/A	1.42	1.51	N/A
		45,000	November 24, 2022	N/A	1.47	1.51	N/A
		14,596	December 31, 2022	N/A	1.51	1.51	N/A
	Options	35,000	January 14, 2022	1.98	1.98	1.51	January 14, 2027

Compensation Securities							
Name and Position	Type of Compensation Security ⁽¹⁾	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
#Patrick F.N. Anderson ⁽⁸⁾ Director	DSUs	27,500 40,000	January 14, 2022 November 24, 2022	N/A N/A	1.98 1.47	1.51 1.51	N/A N/A
	Options	27,500	January 14, 2022	1.98	1.98	1.51	January 14, 2027
#Bernardo Alvarez Calderon ⁽⁹⁾ Director	DSUs	27,500	January 14, 2022	N/A	1.98	1.51	N/A
		7,415	March 31, 2022	N/A	2.37	1.51	N/A
		8,578	June 30, 2022	N/A	1.97	1.51	N/A
		14,830	September 30, 2022	N/A	1.42	1.51	N/A
		40,000	November 24, 2022	N/A	1.47	1.51	N/A
		11,146	December 31, 2022	N/A	1.51	1.51	N/A
	Options	27,500	January 14, 2022	1.98	1.98	1.51	January 14, 2027
#Keith McKay ⁽¹⁰⁾ Director	DSUs	27,500 40,000	January 14, 2022 November 24, 2022	N/A N/A	1.98 1.47	1.51 1.51	N/A N/A
	Options	27,500	January 14, 2022	1.98	1.98	1.51	January 14, 2027
Amy Satov ⁽¹¹⁾ Director	DSUs	27,500	January 14, 2022	N/A	1.98	1.51	N/A
		7,415	March 31, 2022	N/A	2.37	1.51	N/A
		8,578	June 30, 2022	N/A	1.97	1.51	N/A
		14,830	September 30, 2022	N/A	1.42	1.51	N/A
		40,000	November 24, 2022	N/A	1.47	1.51	N/A
		11,146	December 31, 2022	N/A	1.51	1.51	N/A
	Options	27,500	January 14, 2022	1.98	1.98	1.51	January 14, 2027
#Melissa Desrochers ⁽¹²⁾ Director	DSUs	27,500	January 14, 2022	N/A	1.98	1.51	N/A
		5,826	March 31, 2022	N/A	2.37	1.51	N/A
		6,740	June 30, 2022	N/A	1.97	1.51	N/A
		11,652	September 30, 2022	N/A	1.42	1.51	N/A
		40,000	November 24, 2022	N/A	1.47	1.51	N/A
		8,757	December 31, 2022	N/A	1.51	1.51	N/A
	Options	27,500	January 14, 2022	1.98	1.98	1.51	January 14, 2027

Notes:

- (1) Each stock option entitles the holder to one Share upon exercise or release. Each vested DSU entitles the holder to redeem each DSU for its cash value upon ceasing to be a director, officer or employee of the Company. For further information, see "Stock Option Plans and Other Incentive Plans" below. Cash value means, on any date, the volume weighted average price of the Common Shares traded on the TSXV for the five (5) consecutive trading days prior to such a date.
- (2) José Vizquerra Benavides held a total of 795,000 stock options and 400,000 RSUs as at December 31, 2022. The value of the RSUs issued to Mr. Vizquerra in 2022 was \$496,800.
- (3) Elijah Tyshynski held a total of 167,500 stock options, 33,456 DSUs and 210,000 RSUs as at December 31, 2022. The value of the DSUs issued to Mr. Tyshynski in 2022 was \$37,950. The value of the RSUs issued to Mr. Tyshynski in 2022 was \$289,800. Mr. Tyshynski resigned as a director and was appointed CFO on September 1, 2022.
- (4) Blair Zaritsky held a total of 610,000 stock options and 130,000 RSUs as at December 31, 2022. The value of the RSUs issued to Mr. Zaritsky in 2022 was \$138,000. Mr. Zaritsky resigned as CFO on September 1, 2022.
- (5) Louis Gariepy held a total of 325,000 stock options and 145,000 RSUs as at December 31, 2022. The value of the RSUs issued to Mr. Gariepy in 2022 was \$172,500.
- (6) John Burzynski held a total of 215,000 stock options and 122,211 DSUs as at December 31, 2022. The value of the DSUs issued to Mr. Burzynski in 2022 was \$124,200.
- (7) Murray John held a total of 175,000 stock options and 170,090 DSUs as at December 31, 2022. The value of the DSUs issued to Mr. John in 2022 was \$182,193.12.
- (8) Patrick Anderson held a total of 167,500 stock options and 67,500 DSUs as at December 31, 2022. The value of the DSUs issued to Mr. Anderson in 2022 was \$93,150.

- (9) Bernardo Alvarez Calderon held a total of 167,500 stock options and 156,841 DSUs as at December 31, 2022. The value of the DSUs issued to Mr. Calderon in 2022 was \$151,067.22.
- (10) Keith McKay held a total of 167,500 stock options and 130,034 DSUs as at December 31, 2022. The value of the DSUs issued to Mr. McKay in 2022 was \$93,150.
- (11) Amy Satov held a total of 167,500 stock options and 101,225 DSUs as at December 31, 2022. The value of the DSUs issued to Ms. Satov in 2022 was \$139,690.50.
- (12) Melissa Desrochers held a total of 27,500 stock options and 100,475 DSUs as at December 31, 2022. The value of the DSUs issued to Ms. Desrochers in 2022 was \$138,655.50.

The following table sets forth each exercise of compensation securities by all the directors and NEOs of the Corporation during the year ended December 31, 2022.

Exercise of Compensation Securities by Directors and NEOs							
Name and Position	Type of Compensation Security	Number of underlying securities exercised	Exercise Price per security (\$)	Date of Exercise	Closing price per security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
José Vizquerra Benavides President & Chief Executive Officer	RSUs	100,000	0.00	August 13, 2022	1.68	N/A	1.68
Blair Zaritsky former Chief Financial Officer	RSUs	75,000	0.00	August 13, 2022	1.68	N/A	1.68
Louis Gariepy Vice President, Exploration	RSUs	50,000	0.00	November 8, 2022	1.22	N/A	1.22

Pension Plan Benefits

As at the date of this Circular, the Corporation does not have any pension plans.

Termination and Change of Control Benefits

For the purpose of this section, a "**Change of Control**" means the occurrence of any one or more of the following events: (i) the Corporation is not the surviving entity in a merger, amalgamation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Corporation); (ii) the Corporation sells all or substantially all of its assets to any other person or entity (other than a wholly-owned subsidiary of the Corporation); (iii) the Corporation is to be dissolved and liquidated; (iv) any person, entity or group of persons, or entities acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) over more than 30% of the Corporation's outstanding voting securities; or (v) as a result of or in connection with (A) the contested election of directors or (B) a transaction referred to above whereby the persons who were directors of the Corporation before such election or transaction shall cease to constitute a majority of the Board.

José Vizquerra Benavides

Pursuant to an employment agreement between the Corporation and José Vizquerra Benavides dated September 9, 2022, in the event that Mr. Vizquerra's employment is terminated by the Corporation without cause, the Corporation shall provide Mr. Vizquerra with: (i) in lieu of notice, a lump sum amount equal to the greater of: (a) the minimum amount of pay in lieu of notice and severance pay as prescribed by the applicable employment standards legislation; and (b) two (2) times the sum of Mr. Vizquerra (1) annual base salary and (2) average annualized bonus paid or declared in the last two (2) calendar years, to be paid within thirty (30) calendar days after the termination date; (ii) all regular wages accrued and owing as

of the termination date; (iii) all outstanding vacation pay; and (iv) reimbursement for all eligible expenses that have been incurred by Mr. Vizquerra and remaining owing as of the termination date. The Corporation shall also continue all of Mr. Vizquerra's benefits for a corresponding period of two (2) years from the cessation of his employment (the "**Extended Benefits Period**"), except for disability insurance and life insurance, which shall be continued for only the minimum statutory notice period prescribed by the applicable employment standards legislation. In addition to Options already vested, as applicable, Mr. Vizquerra shall be entitled to exercise Options vesting during his two-year Extended Benefits Period pursuant to the provisions of the Option Plan. All RSUs held by Mr. Vizquerra will be dealt with in accordance with the terms of the applicable plan document and award agreements. In addition to the payments referred to above, Mr. Vizquerra shall be entitled to a bonus payment based on 100% achievement and that is pro-rated for the calendar year in which the termination occurred, and to be paid within thirty (30) calendar days after the termination date. If the termination of the employment of Mr. Vizquerra is initiated by the Corporation for any reason (other than for cause, but including by way of constructive dismissal) within twenty-four (24) months following the completion of a Change of Control, Mr. Vizquerra shall be deemed to have been terminated without cause under his employment agreement and all Options and RSUs held by Mr. Vizquerra shall immediately vest and be exercisable and/or paid out, with RSUs to be paid to Mr. Vizquerra upon the termination date. Mr. Vizquerra shall also receive, on the termination date: (i) a lump sum amount equal to two (2) times the sum of Mr. Vizquerra (a) annual base salary and (b) average annualized bonus paid or declared in the last two calendar years; (ii) a bonus payment based on 100% achievement and that is pro-rated for the calendar year in which the termination occurred; and (iii) a cash payment equal to the value of any RSU grants made to Mr. Vizquerra in the last two (2) calendar years. The Corporation shall also continue all of Mr. Vizquerra's benefits for a corresponding period of two (2) years from the cessation of his employment, except for disability insurance and life insurance, which shall be continued for only the minimum statutory notice period prescribed by the applicable employment standards legislation. Mr. Vizquerra shall also be entitled to receive all regular wages accrued and owing as of the termination date, all outstanding vacation pay, and reimbursement for all eligible expenses that have been incurred and remaining owing as of the termination date. Mr. Vizquerra will have no obligation to mitigate his damages with respect to any of the aforementioned payments and entitlements. Under both termination without cause or pursuant to a Change of Control, Mr. Vizquerra is also entitled to be reimbursed for "out placement" expenses up to a maximum of \$25,000, upon Mr. Vizquerra presentation of appropriate invoices within a maximum of two (2) year of the termination date.

Elijah Tyshynski

Pursuant to an employment agreement between the Corporation and Elijah Tyshynski dated August 31, 2022, in the event that Mr. Tyshynski's employment is terminated by the Corporation without cause, the Corporation shall provide Mr. Tyshynski with: (i) in lieu of notice, a lump sum amount equal to the greater of: (a) the minimum amount of pay *in lieu* of notice and severance pay as prescribed by the applicable employment standards legislation; and (b) two (2) times the sum of Mr. Tyshynski's (1) annual base salary and (2) average annualized bonus paid or declared in the last two (2) calendar years, to be paid within thirty (30) calendar days after the termination date; (ii) all regular wages accrued and owing as of the termination date; (iii) all outstanding vacation pay; and (iv) reimbursement for all eligible expenses that have been incurred by Mr. Tyshynski and remaining owing as of the termination date. The Corporation shall also continue all of Mr. Tyshynski's benefits during his two-year Extended Benefits Period, except for disability insurance and life insurance, which shall be continued for only the minimum statutory notice period prescribed by the applicable employment standards legislation. In addition to Options already vested, as applicable, Mr. Tyshynski shall be entitled to exercise Options vesting during his two-year Extended Benefits Period pursuant to the provisions of the Option Plan. All RSUs held by Mr. Tyshynski will be dealt with in accordance with the terms of the applicable plan document and award agreements. In addition to the payments referred to above, Mr. Tyshynski shall be entitled to a bonus payment based on 100% achievement and that is pro-rated for the calendar year in which the termination occurred, and to be paid within thirty (30) calendar days after the termination date. If the termination of the employment of Mr. Tyshynski is initiated by the Corporation for any reason (other than for cause, but including by way of constructive dismissal) within twenty-four (24) months following the completion of a Change of Control, Mr. Tyshynski shall be deemed to have been terminated without cause under his employment agreement and all Options and RSUs held by Mr. Tyshynski shall immediately vest and be exercisable and/or paid out, with RSUs to be paid to Mr. Tyshynski upon the termination date. Mr. Tyshynski shall also receive, on the

termination date: (i) a lump sum amount equal to two (2) times the sum of Mr. Tyshynski's (a) annual base salary and (b) average annualized bonus paid or declared in the last two calendar years; (ii) a bonus payment based on 100% achievement and that is pro-rated for the calendar year in which the termination occurred; and (iii) a cash payment equal to the value of any RSU grants made to Mr. Tyshynski in the last two (2) calendar years. The Corporation shall also continue all of Mr. Tyshynski's benefits for a corresponding period of two (2) years from the cessation of his employment, except for disability insurance and life insurance, which shall be continued for only the minimum statutory notice period prescribed by the applicable employment standards legislation. Mr. Tyshynski shall also be entitled to receive all regular wages accrued and owing as of the termination date, all outstanding vacation pay, and reimbursement for all eligible expenses that have been incurred and remaining owing as of the termination date. Mr. Tyshynski will have no obligation to mitigate his damages with respect to any of the aforementioned payments and entitlements. Under both termination without cause or pursuant to a Change of Control, Mr. Tyshynski is also entitled to be reimbursed for "out placement" expenses up to a maximum of \$25,000, upon Mr. Tyshynski's presentation of appropriate invoices within a maximum of one (1) year of the termination date.

Louis Gariepy

Pursuant to an employment agreement between the Corporation and Louis Gariepy dated November 1, 2019, in the event that Mr. Gariepy's employment is terminated by the Corporation without cause, the Corporation shall pay Mr. Gariepy a lump sum amount equal to: (i) any amounts which may be due and remaining unpaid at the time of termination properly accrued to the termination date; and (ii) a payment equal to twelve (12) months of base salary and a payment of the average annualized bonus paid or declared in the last one (1) year, *in lieu* of notice. The Corporation shall also continue all of Mr. Gariepy's benefits during his one-year Extended Benefits Period. In addition to Options already vested, as applicable, Mr. Gariepy shall be entitled to exercise Options vesting during his one-year Extended Benefits Period pursuant to the provisions of the Option Plan. In addition to the payment referred to above, Mr. Gariepy will be entitled to a bonus payment that is pro-rated for the year in which the termination occurred. If the termination of the employment of Mr. Gariepy is initiated by the Corporation for any reason (other than for cause, but including by way of constructive dismissal) within twelve (12) months of the completion of a Change of Control, Mr. Gariepy shall be deemed to have been terminated without cause under his employment agreement. Mr. Gariepy shall receive a lump sum payment amounting to: (i) any amounts which may be due and remaining unpaid at the time of termination properly accrued to the termination date; and (ii) a payment equal to twelve (12) months of base salary and a payment of the average annualized bonus paid or declared in the last one (1) year, *in lieu* of notice. The Corporation shall also continue all of Mr. Gariepy's benefits during his one-year Extended Benefits Period. In addition to Options already vested, as applicable, Mr. Gariepy shall be entitled to exercise Options vesting during his one-year Extended Benefits Period pursuant to the provisions of the Option Plan. In addition to the payment referred to above, Mr. Gariepy will be entitled to a bonus payment that is pro-rated for the year in which the termination occurred. Mr. Gariepy shall have no obligation to mitigate his damages with respect to these payments and benefits. Under both termination without cause or pursuant to a Change of Control, Mr. Gariepy is entitled to be reimbursed for "out placement" expenses up to a maximum of \$25,000 for appropriate invoices within a maximum of two (2) years of the employment termination date.

The following shows the estimated incremental payments that would be payable to each of the named NEOs of the Corporation in the event of a Change of Control or termination without cause of such NEOs on December 31, 2022.

Name	Estimated Change of Control Payment if Terminated (except for Cause) within 24 months after a Change of control	Estimated Termination Without Cause Payment (in the absence of a Change of Control)
José Vizquerra Benavides		
Base Salary	\$1,000,000	\$1,000,000
Average Annualized Bonus	\$895,000	\$895,000
Long-Term Average Annualized Bonus	\$597,000	\$0
Elijah Tyshynski		
Base Salary	\$530,000	\$530,000
Average Annualized Bonus	\$400,000	\$400,000
Long-Term Average Annualized Bonus	\$304,000	\$0
Louis Gariepy		
Base Salary	\$225,000	\$225,000
Average Annualized Bonus	\$88,875	\$88,875

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Stock Option Plan

The Option Plan is a rolling stock option plan, under which 10% of the outstanding Common Shares at any given time are available for issuance. The purpose of the Option Plan is to attract, retain and motivate persons as directors, officers, employees and consultants of the Corporation and any subsidiaries (hereinafter "**Optionees**"), and to advance the interests of the Corporation by providing such persons with the opportunity, through Options, to acquire an increased proprietary interest in the Corporation.

The following information is intended to be a brief description and summary of the material features of the Option Plan, which is qualified in its entirety by reference to the text of the Option Plan, a copy of which is attached as Schedule A to this Circular.

The maximum aggregate number of Common Shares reserved by the Corporation for issuance and which may be purchased upon the exercise of all Options shall not exceed 10% of the issued and outstanding Common Shares (on a non-diluted basis). As a result, should the Corporation issue additional Common Shares in the future, the number of Common Shares issuable under the Option Plan will increase accordingly. The Option Plan is considered an "**evergreen**" plan, since the Common Shares covered by Options which have been exercised shall be available for subsequent grants under the Option Plan, and the number of Options available to grant increases as the number of issued and outstanding Common Shares increases.

- Options may be granted by the Corporation pursuant to the recommendations of the Board from time to time, provided and to the extent that such decisions are approved by the Board. Subject to the provisions of the Option Plan, the number of Common Shares subject to each Option, the Price (as defined in the Option Plan), the expiration date of each Option, the extent to which each Option is exercisable from time to time during the term thereof, and other terms and conditions relating to each such Option, shall be determined by the Board. At no time shall the period during which an Option is exercisable exceed five years, and the Price shall in no circumstances be lower than the market price (being the closing price of the shares of the Corporation on the TSXV) of the Common Shares. Options cannot be assigned or transferred.
- The maximum number of Common Shares which may be issued to any one Optionee under the Option Plan together with any Share Compensation Arrangement (as defined in the Option Plan) in any 12 month period shall not exceed 5% of the number of Common Shares outstanding (on a non-diluted basis) from time to time, unless disinterested Shareholder approval is obtained pursuant to the requirements of the TSXV Corporate Finance Manual, and if applicable, the NEX policies. In addition, the participation of non-employee directors in the Option Plan shall be subject to the following limitations: (i) grants to any individual non-employee director of the Corporation

under the Option Plan, when combined with grants under all of the other security-based compensation arrangements of the Corporation, shall not exceed \$150,000 annually, with no more than \$100,000 in grant date value provided in the form of Options under the Option Plan; and (b) the aggregate number of shares made available for issuance from treasury to all non-employee directors under the Option Plan, when combined with grants under all other security-based compensation arrangements of the Common Shares, shall not exceed one percent (1%) of the total issued and outstanding shares of the Corporation.

3. The maximum number of Common Shares which may be issuable to all Insiders (as defined in the Option Plan) at any time under the Option Plan together with any other Share Compensation Arrangement shall not exceed 10% of the Common Shares outstanding (on a non-diluted basis) from time to time. The number of Common Shares issued to Insiders within any one year period pursuant to all of the Corporation's Share Compensation Arrangements shall not exceed 10% of the number of outstanding Common Shares on a non-diluted basis.
4. Options granted to any director, officer, employee or consultant must expire within 90 days after such person ceases to be in at least one of those categories (or within 30 days for an investor relations employee), or such longer period as may be determined by the Board or reduced in accordance with any agreement pursuant to which the Option is granted, provided that such extension shall not be granted beyond the original expiry date of the Option. Options shall not be affected by any change of employment or status of the Optionee where the Optionee remains eligible for participation in the Option Plan.
5. In the event of certain transactions affecting the ownership or assets of the Corporation, Optionees may, upon notice from the Corporation and as allowed by the Board, be entitled to exercise their Options to the full amount of the Common Shares remaining at that time during the period provided by the notice (but in no event later than the expiry date of the Option).
6. In the event that no specific determination is made by the Board, any Options granted shall vest on the date of the grant, subject to limited exceptions.
7. The Board may from time to time amend, suspend or terminate (or re-instate) the Option Plan, and without Shareholder approval; provided however, that no such amendment may materially and adversely affect any Option previously granted to an Optionee without the consent of the Optionee, except to the extent required by law. Any such amendment shall be subject to the receipt of requisite regulatory approval including, without limitation, the approval of any stock exchange upon which the shares may trade from time to time; provided, however, that no such amendment may:
 - (i) increase the maximum number of Common Shares that may be optioned under the Option Plan;
 - (ii) change the manner of determining the minimum Price;
 - (iii) effect a reduction in the exercise price or extension of the term of any Options;
 - (iv) remove or exceed the insider participation limit prescribed by the TSXV Corporate Finance Manual;
 - (v) broaden the definition of "**Eligible Person**" under the Option Plan;
 - (vi) broaden or increase the annual participation limit of any non-employee director of the Corporation under the Option Plan;
 - (vii) permit an Optionee to transfer Options to another person that is not under such optionee's ownership or control; or
 - (viii) modify this amendment provision, unless Shareholder and regulatory approval is obtained. Any amendments to the terms of an Option under the Option Plan shall also require regulatory approval, including without limitation, the approval of any stock exchange upon which the shares may trade from time to time. For greater certainty, the board of directors may make the following amendments without seeking the approval of the Shareholders:
 - (a) amendments to the Option Plan to rectify typographical errors and/or to include clarifying provisions for greater certainty;
 - (b) amendments to the vesting provisions of a security or the Option Plan, subject to prior written approval of the TSXV, if applicable;
 - (c) amendments to the termination provisions of a security or the Option Plan which does not entail an extension beyond the original expiry date thereof, subject to prior written approval of the TSXV, if applicable;

- (d) amendments necessary as a result of changes in securities laws and other laws applicable to the Corporation;
 - (e) if the Corporation becomes listed or quoted on a stock exchange or stock market senior to TSXV, it may make such amendments as may be required by the policies of such senior stock exchange or stock market;
 - (f) amendments to the exercise price (so long as any reduction does not cause the exercise price to go below the market price of the Common Shares (as defined in the Option Plan), unless such amendment would benefit "insiders" as defined in the *Securities Act* (Ontario);
 - (g) the inclusion of cashless exercise provisions in the Option Plan or in any option granted thereunder, which provide for a full deduction of the number of underlying securities from the Option Plan reserve; and
 - (h) amendments that reduce, and do not increase, the benefits of this Option Plan to services providers.
8. If an Option expiration date falls within the blackout period described in the Option Plan, then the expiry date shall be the date which is tenth business day following the conclusion of the blackout period.

As of December 31, 2022, there were 5,113,686 Options issued and outstanding. As of the date of this Circular, there were 5,113,686 Options issued and outstanding.

Deferred Share Unit Plan

On June 28, 2019, the Corporation's Shareholders approved and adopted the DSU Plan. The purpose of the DSU Plan is to advance the interests of the Corporation and its subsidiaries by: (i) increasing the proprietary interests of non-executive directors in the Corporation; (ii) aligning the interests of non-executive directors with the interests of the Shareholders generally; and (iii) furnishing non-executive directors with additional incentive in their efforts on behalf of the Corporation.

The following is a summary of the principal terms of the DSU Plan, which is qualified in its entirety by reference to the text of the DSU Plan, a copy of which may be found on SEDAR (www.sedar.com) under the Corporation's issuer profile.

1. The maximum number of Common Shares made available for issuance from treasury under the DSU Plan, subject to certain adjustments described in the DSU Plan, shall not exceed 2,000,000 Common Shares (representing approximately 2.7% of the total issued and outstanding Common Shares as of the date of this Circular, calculated on an undiluted basis), provided, however, that the number of Common Shares reserved for issuance from treasury under the DSU Plan and pursuant to all other security-based compensation arrangements of the Corporation and its subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding.
2. Non-executive members of the Board who are designated by the Board (or such other committee of the directors appointed to administer the DSU Plan) may participate in the DSU Plan ("**DSUP Participants**"). DSUP Participants may be granted DSUs, represented by a notional bookkeeping entry on the books of the Corporation with each DSU having a value equal, on any particular date, equal to the volume weighted average trading price of the Common Shares for the five (5) consecutive trading days prior to such date ("**Market Value**").
3. In addition, DSUP Participants may elect to receive DSUs in lieu of cash remuneration in respect of his or her annual board retainer, committee retainer and/or meeting fees (or any portion thereof), by delivering an Allocation Notice (as defined in the DSU Plan) to the Corporation. The number of DSUs to be credited to DSUP Participants in lieu of cash remuneration shall be determined on a quarterly basis, as of the final day of any quarterly period, calculated as the quotient obtained when (i) the aggregate value of the cash remuneration that would have been paid to such DSUP Participant, is divided by (ii) the Market Value of the Common Shares as of the last day of such quarterly period.

4. The grant of DSUs under the DSU Plan is subject to a number of restrictions:
- (a) the aggregate number of Common Shares issuable at any time to Insiders (as defined in the DSU Plan) under the DSU Plan and all other security-based compensation arrangements of the Corporation and its subsidiaries shall not, in the aggregate, exceed 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - (b) within any twelve (12) month period, the Corporation shall not issue to Insiders under the DSU Plan and all other security-based compensation arrangements of the Corporation and its subsidiaries, in the aggregate, a number of Common Shares exceeding 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - (c) within any twelve (12) month period, the Corporation shall not issue to any one person (and companies wholly-owned by that person) under the DSU Plan and all other security-based compensation arrangement of the Corporation and its subsidiaries, in aggregate, the number of shares exceeding five percent (5%) of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - (d) the aggregate number of Common Shares made available for issuance from treasury to all non-employee directors of the Corporation under the DSU Plan (alone or when combined with all of the other security-based compensation arrangements of the Corporation and its subsidiaries) shall not exceed 1% of the Corporation's total issued and outstanding Common Shares; and
 - (e) the value of Common Shares associated with grants to any individual non-employee director of the Corporation under the DSU Plan (alone or when combined with grants under all of the other security-based compensation arrangements of the Corporation and its subsidiaries) shall not exceed \$150,000 annually. However, the yearly limitation set forth in the DSU Plan shall not apply to the initial grant of securities under the security-based compensation arrangements to new non-employee directors.
 - (f) The Board (or such other committee of the directors appointed to administer the DSU Plan) shall determine, at its sole discretion, the size of grants in respect of any DSUP Participant.
5. Whenever cash or other dividends are paid on Common Shares, additional DSUs will be automatically granted to each DSUP Participant who holds DSUs on the record date for such dividends. The number of such DSUs to be credited to such DSUP Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such DSUP Participant if the DSUP Participant's DSUs as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares.
6. DSUs shall be adjusted (at the Board's sole discretion) to reflect changes affecting the Corporation as a result of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off or other distribution (other than normal cash dividends) of the Corporation's assets to Shareholders or any other change affecting the Common Shares.
7. A DSUP Participant may select a date to receive settlement for his or her DSUs on any date following his or her termination, but no later than December 15 of the calendar year following such Termination (as defined in the DSU Plan) (the "**Settlement Date**"), by completing and delivering a "Redemption Notice" to the Corporation upon a minimum notice of five (5) business days from the proposed Settlement Date.
8. On the Settlement Date, the DSUP Participant (or his or her successor) shall be entitled to receive, in accordance with the prior election of such DSUP Participant, either: (i) one (1) Common Share for each DSU credited to the DSUP Participant's account on the Settlement Date, (ii) a lump sum cash payment equal to the Market Value on the Settlement Date of one (1) Common Share for each DSU credited to the DSUP Participant's account on the Settlement Date, or (iii) any combination of the foregoing (subject to the discretion Board (or such other committee of directors

appointed to administer the DSU Plan) to settle by alternative form provided for under the DSU Plan).

9. The Corporation will deduct or withhold from any payment or settlement in Common Shares, for the benefit of a DSUP Participant, any amount required in order to comply with the applicable provisions of any federal or provincial law relating to the withholding of tax or the making of any other source deductions, including on the amount, if any, included in income of a DSUP Participant. The obligation of the Corporation to deliver payment or Common Shares in settlement of DSUs, for the benefit of a DSUP Participant, is conditional upon the DSUP Participant paying such amount as may be requested for the purpose of satisfying any liability in respect of such withholding.
10. Upon a Change of Control (as defined in the DSU Plan), all outstanding DSUs will remain outstanding, unless the DSUP Participant's Board mandate is terminated as a result of the Change of Control.
11. DSUP Participants have no claim or right to any Common Shares pursuant to the DSU Plan. DSUs shall not be considered Common Shares nor shall they entitle any DSUP Participant to exercise voting rights or any other rights attaching to the ownership or control of Common Shares.
12. The Board (or such other committee of the directors appointed to administer the DSU Plan) may from time to time amend, suspend or terminate (and re-instate) the DSU Plan in whole or in part or amend the terms of DSUs credited in accordance with the DSU Plan, without approval of the Shareholders, but subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV. If any such amendment, suspension or termination will materially or adversely affect the rights of a DSUP Participant with respect to DSUs credited to such DSUP Participant, then the written consent of such DSUP Participant to such amendment, suspension or termination shall be obtained. However, a DSUP Participant's written consent to an amendment, suspension or termination materially or adversely affecting his or her rights with respect to any credited DSUs will not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Corporation are listed.
13. The Board has broad discretion to amend the DSU Plan without seeking the approval of Shareholders. However, the Corporation may not make the following amendments to the DSU Plan without the approval of Shareholders: (i) an amendment to remove or exceed the insider participation limit prescribed by the TSXV Corporate Finance Manual; (ii) an amendment to increase the maximum number of Common Shares made available for issuance from treasury under the DSU Plan; (iii) an amendment to modify the definition of "**Eligible Director**" in the DSU Plan; or (iv) an amendment to the amending provision within the DSU Plan.
14. If the Board (or such other committee of the directors appointed to administer the DSU Plan) terminates the DSU Plan, DSUs previously credited to DSUP Participants will remain outstanding and in effect and be settled in due course in accordance with the terms of the DSU Plan on the Settlement Date.
15. Except as otherwise may be expressly provided for under the DSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of a DSUP Participant under the DSU Plan is assignable or transferable.
16. All DSUs granted under the DSU Plan shall be and remain subject to any incentive compensation clawback or recoupment policy currently in effect or as may be adopted by the Board (or a committee of the Board) and, in each case, as may be amended from time to time.

As at December 31, 2022, 881,832 DSUs were outstanding under the DSU Plan. As of the date of this Circular, there are 910,200 DSUs issued and outstanding under the DSU Plan.

Restricted Share Unit Plan

On June 28, 2019, the Corporation's Shareholders adopted the RSU Plan. The purpose of the RSU Plan is to advance the interests of the Corporation and its subsidiaries by: (i) assisting the Corporation and its

subsidiaries in attracting and retaining executive officers and key employees with experience and ability, (ii) allowing certain executive officers, key employees and consultants of the Corporation and its subsidiaries to participate in the long term success of the Corporation, and (iii) promoting a greater alignment of interests between the executive officers, consultants and key employees designated under the RSU Plan and the Shareholders.

The following is a summary of the principal terms of the RSU Plan, which is qualified in its entirety by reference to the text of the RSU Plan, a copy of which may be found on SEDAR (www.sedar.com) under the Corporation's issuer profile and attached hereto as Schedule E.

1. The maximum number of Common Shares made available for issuance from treasury under the amended RSU Plan, subject to certain adjustments described in the RSU Plan, shall not exceed 3,500,000 Common Shares (representing approximately 4.7% of the total issued and outstanding Common Shares as of the date of this Circular, calculated on an undiluted basis), provided, however, that the number of Common Shares reserved for issuance from treasury under the RSU Plan and pursuant to all other security-based compensation arrangements of the Corporation and its subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding.
2. The Board (or such other committee of the directors appointed to administer the RSU Plan), upon recommendation from the President and/or Chief Executive Officer, from time to time in their sole discretion designates the executives and key employees entitled to participate in the RSU Plan ("**RSUP Participants**"). RSUs are granted to RSUP Participants at the discretion of the Compensation Committee.
3. The grant of RSUs under the RSU Plan is subject to a number of restrictions:
 - (a) the aggregate number of Common Shares issuable at any time to Insiders (as defined in the RSU Plan) under the RSU Plan and all other security-based compensation arrangements of the Corporation and its subsidiaries shall not, in the aggregate, exceed 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - (b) within any twelve (12) month period, the Corporation shall not issue to Insiders under the RSU Plan and all other security-based compensation arrangements of the Corporation and its subsidiaries, in the aggregate, a number of Common Shares exceeding 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - (c) within any twelve (12) month period, the Corporation shall not issue to any one person (and companies wholly-owned by that person) under the RSU Plan and all other security-based arrangements of the Corporation and its subsidiaries, in the aggregate, a number of Common Shares exceeding five percent (5%) of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - (d) within any twelve (12) month period, the Corporation shall not issue to a consultant under the RSU Plan and all other security-based arrangements of the Corporation and its subsidiaries, in the aggregate, a number of Common Shares exceeding two percent (2%) of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - (e) within any twelve (12) month period, the Corporation shall not issue to any person retained to provide investor relations activities, under the RSU Plan and all other security-based arrangements of the Corporation and its subsidiaries, in the aggregate, a number of Common Shares exceeding two percent (2%) of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - (f) the aggregate number of Common Shares made available for issuance from treasury to all non-employee directors of the Corporation under the RSU Plan (alone or when combined with all of the other security-based compensation arrangements of the Corporation and its subsidiaries) shall not exceed 1% of the Corporation's total issued and outstanding Common Shares; and

- (g) the value of Common Shares associated with grants to any individual non-employee director of the Corporation under the RSU Plan (alone or when combined with grants under all of the other security-based compensation arrangements of the Corporation and its subsidiaries) shall not exceed \$150,000 annually. However, the yearly limitation set forth in the RSU Plan shall not apply to the initial grant of securities under the security-based compensation arrangements to new non-employee directors.
- 4. Whenever cash or other dividends are paid on Common Shares, additional RSUs will be automatically granted to each RSUP Participant who holds RSUs on the record date for such dividends. The number of such RSUs (rounded to the nearest whole RSU) to be credited to such RSUP Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such RSUP Participant if his or her RSUs as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value (as defined in the RSU Plan) of the Common Shares as of the date on which the dividend is paid on the Common Shares. RSUs granted to a RSUP Participant by reason of cash or other dividends paid on Common Shares are subject to the same vesting conditions (time and performance, as applicable) as the RSUs to which they relate.
- 5. Vesting and settlement provisions under the RSU Plan are as follows:
 - (a) Subject to the discretion of the Board (or such other committee of the directors appointed to administer the RSU Plan), RSUs will vest in their entirety over three years (one-third on each of the first, second and third anniversary of the date a RSU is awarded).
 - (b) The RSUs may vest according to time and/or performance vesting conditions. The RSUs that are subject to the time vesting condition shall be deemed to have been 100% satisfied if the RSUP Participant is employed by the Corporation and/or a subsidiary on the date specified in the RSU Award Agreement (as defined in the RSU Plan). The RSUs that are subject to the performance vesting condition(s) (as applicable) shall also vest on the date specified in the RSU Award Agreement, provided that such number of vested RSUs shall be multiplied by the performance percentage determined by the Board (or such other committee of the directors appointed to administer the RSU Plan), all in accordance with the RSU Award Agreement.
 - (c) Within ten (10) days from the vesting date, the RSUP Participant (or his or her successor) shall be entitled to receive, in accordance with the prior election of such RSUP Participant, either: (i) one (1) Common Share for each RSU credited to the RSUP Participant's account on the Settlement Date, (ii) a lump sum cash payment equal to the Market Value on the Settlement Date of one (1) Common Share for each RSU credited to the RSUP Participant's account on the Settlement Date, or (iii) any combination of the foregoing (subject to the discretion Board (or such other committee of directors appointed to administer the RSU Plan) to settle by alternative form provided for under the RSU Plan).
 - (d) Upon a Change of Control (as defined in the RSU Plan), all outstanding RSUs shall vest immediately, irrespective of any performance vesting conditions.
- 6. RSUs will be adjusted to reflect changes affecting the Common Shares as a result of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off or other distribution (other than normal cash dividends) of the Corporation's assets to Shareholders or any other change affecting the Common Shares.
- 7. If a RSUP Participant ceases to be an employee as a result of termination for cause, or as a result of a voluntary termination, all of the RSUP Participant's outstanding RSUs will be terminated.
- 8. If a RSUP Participant ceases to be an employee of the Corporation or a subsidiary as a result of death, termination not for cause, retirement or long-term disability, the time vesting component of RSUs will be subject to the following considerations:

- (a) In the event the RSUP Participant is not entitled to a Benefits Extension Period (as defined in the RSU Plan), then the time vesting component of each RSU grant will be pro-rated based on the number of days actually worked from the date of grant of such RSUs until the date of death, termination not for cause, retirement or long-term disability, over the number of days in the original vesting schedule in relation to such RSU grant.
 - (b) In the event the RSUP Participant is entitled to a Benefits Extension Period, then the time vesting component of each RSU grant will be pro-rated based on the sum of (i) the number of days actually worked from the date of grant up until the date of death, termination not for cause, retirement or long-term disability, and (ii) the number of days included in the Benefits Extension Period, over the number of days in the original vesting schedule in relation to such grant.
- 9. If a RSUP Participant ceases to be an employee of the Corporation or a subsidiary as a result of death, termination not for cause, retirement or long-term disability, the performance vesting component of RSUs will be subject to the following considerations:
 - (a) In the event the RSUP Participant is not entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be pro-rated based on the number of days actually worked from the date of grant until the date of death, termination not for cause, retirement or long-term disability, over the number of days in the original vesting schedule in relation to such grant; the number of vested RSUs resulting from such pro-rated calculation will be multiplied by the performance percentage determined by the Committee.
 - (b) In the event the RSUP Participant is entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be pro-rated based on the sum of (i) the number of days actually worked from the date of grant up until the date of death, termination not for cause, retirement or long-term disability, and (ii) the number of days included in the Benefits Extension Period, over the number of days of the original vesting schedule set forth in relation to such grant.
- 10. A voluntary resignation will be considered as retirement if the RSUP Participant has reached normal retirement age under the Corporation's benefit plans or policies, unless the Committee decides otherwise at its sole discretion.
- 11. The Committee may from time to time amend, suspend or terminate (and re-instate) the RSU Plan in whole or in part or amend the terms of RSUs credited in accordance with the RSU Plan, without approval of the Shareholders, but subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV. If any such amendment, suspension or termination will materially or adversely affect the rights of a RSUP Participant with respect to RSUs credited to such RSUP Participant, then the written consent of such RSUP Participant to such amendment, suspension or termination shall be obtained. However, a RSUP Participant's written consent to an amendment, suspension or termination materially or adversely affecting his or her rights with respect to any credited RSUs will not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Corporation are listed.
- 12. If the Board (or such other committee of directors appointed to administer the RSU Plan) terminates the RSU Plan, RSUs previously credited to RSUP Participants will remain outstanding and in effect and be settled in due course in accordance with the terms of the RSU Plan.
- 13. Except as otherwise may be expressly provided for under the RSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of a RSUP Participant under the RSU Plan is assignable or transferable.

As of December 31, 2022, there were 1,445,000 RSUs issued and outstanding under the RSU Plan. As of the date of this Circular, there are 1,295,000 RSUs issued and outstanding under the RSU Plan.

Employee Share Purchase Plan

On May 3, 2022, the Board adopted the Employee Share Purchase Plan (the "**ESP Plan**"), a copy of which is attached hereto as Schedule D. The Shareholders approved the ESP Plan on June 3, 2022. The ESP Plan provides eligible employees of the Corporation and certain of the Corporation's designated affiliates, who wish to participate in the ESP Plan (each, an "**ESPP Participant**"), with a cost efficient vehicle to acquire Common Shares and participate in the equity of the Corporation through payroll deductions, for the purposes of: (i) advancing the interests of the Corporation through the motivation, attraction and retention of employees and officers of the Corporation and its designated affiliates; and (ii) aligning the interests of the employees of the Corporation with those of the shareholders of the Corporation.

The following is a summary of the principal terms of the ESP Plan, which is qualified in its entirety by reference to the text of the ESP Plan, a copy of which is attached hereto as Schedule D:

- A maximum of 2,000,000 Common Shares (representing approximately 2.7% of the total issued and outstanding Common Shares as of the date of this Circular, calculated on an undiluted basis) are reserved for issuance under the ESP Plan, provided, however, that the number of Common Shares reserved for issuance from treasury under the ESP Plan and pursuant to all other security-based compensation arrangements of the Corporation and its subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding. In the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made in the number of Common Shares available under the ESP Plan.
- The Common Shares issuable under the ESP Plan is subject to a number of restrictions:
 - the aggregate number of Common Shares issuable at any time to Insiders (as defined in the ESP Plan) under the ESP Plan and all other security-based compensation arrangements of the Corporation and its subsidiaries shall not, in the aggregate, exceed 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis;
 - within any one-year period, the Corporation shall not issue to Insiders under the ESP Plan and all other security-based compensation arrangements of the Corporation and its subsidiaries, in the aggregate, a number of Common Shares exceeding 10% of the issued and outstanding Common Shares, calculated on a non-diluted basis; and
 - within any one-year period, the Corporation shall not issue to any one Person (and companies wholly-owned by that Person) under the ESP Plan and all other Security Based Compensation Arrangements of the Corporation and its Subsidiaries, in the aggregate, a number of Common Shares exceeding five percent (5%) of the issued and outstanding Common Shares, calculated on a non-diluted basis.
- Any eligible employee may elect to participate in the ESP and contribute money (the "**ESPP Participant Contribution**") to the ESP Plan in any calendar quarter by delivering to the Corporation a completed and executed "*Enrolment and Contribution Election Form*" authorizing the Corporation to deduct the ESPP Participant Contribution from the ESPP Participant's Base Annual Salary (as defined in the ESP Plan) in equal instalments beginning in the first quarterly period in which the eligible employee enrolls in the ESP Plan. Such direction will remain effective until: (i) the ESPP Participant's employment is terminated (as described more fully below), (ii) the ESPP Participant's Retirement (as defined in the ESP Plan), (iii) the ESPP Participant elects to withdraw from the ESP Plan by delivering a completed and executed "*Withdrawal Form*", or (iv) the Board terminates or suspends the ESP Plan, whichever is earlier.
- The ESPP Participant Contribution, as determined by the ESPP Participant, shall be a minimum of \$250 per month and must not exceed 15% of the ESPP Participant's Base Annual Salary (before deductions). The ESPP Participant Contribution may be changed by the ESPP Participant once each calendar year by delivering a completed and executed "*Contribution Adjustment Form*" to the Corporation.
- For each quarterly period during a calendar year, the Corporation will credit (or notionally credit) each ESPP Participant's account (each, an "**ESP Account**") with an amount equal to 60% of the amount of the ESPP Participant Contribution (the "**Corporation Contribution**"), where the Corporation Contribution represents 37.5% of the overall contribution.

- The Corporation will credit an ESPP Participant's ESP Account with notional grants of Common Shares for each quarterly period in an amount equal to the quotient obtained when (i) the aggregate contribution then held by the Corporation in trust for an ESPP Participant at the end of each quarterly period, is divided by (ii) the "Market Value" of the Common Shares as at the end of each quarterly period. Appropriate adjustments to ESP Account notional credits will be made in the event of changes in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise. For purposes of the ESP Plan, "Market Value" means, on any date, the volume weighted average price of the Common Shares traded on the TSXV for the five (5) consecutive trading days prior to such date or, if the Common Shares are not then listed on the TSXV, on such other stock exchange as determined for that purpose by the Board (or such other committee of the directors appointed to administer the ESP Plan) in its discretion.
- Additional notional Common Shares will be credited to an ESP Account in respect of the existing notional Common Shares then credited whenever cash or other dividends are paid on the Common Shares. Additional notional Common Shares credited on this basis shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such ESPP Participant if the notional Common Shares then credited to the ESP Account of such ESPP Participant as at the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as at the date on which the dividend is paid on the Common Shares.
- An ESPP Participant shall only be entitled to receive Common Shares upon the notional Common Shares recorded in his or her ESP Account becoming vested. Notional Common Shares credited to the ESPP Participant's ESP Account will vest as follows:
 - In respect of the ESPP Participant Contribution, notional Common Shares will vest immediately upon the earlier of (i) a Change of Control (as defined in the ESP Plan) of the Corporation, (ii) the Retirement of the ESPP Participant, (iii) the commencement of the total disability of the ESPP Participant, (iv) the death of the ESPP Participant, and (v) December 31st of any calendar year.
 - In respect of the Corporation Contribution, notional Common Shares will vest immediately upon the earlier of (i) a Change of Control of the Corporation, (ii) the Retirement of the ESPP Participant, (iii) the commencement of the total disability of the ESPP Participant, (iv) the death of the ESPP Participant, and (v) December 31st of any calendar year, provided that such ESPP Participant has not (a) been terminated by the Corporation or a designated affiliate (with or without cause), or (b) ceased employment with the Corporation or a designated affiliate as a result of resignation or some other reason other than Retirement ("**Termination**" or "**Terminated**") prior to December 31st of such calendar year.
 - If an ESPP Participant is Terminated prior to the notional Common Shares credited to his or her ESP Account becoming vested, the amount of the Corporation Contribution shall be credited (or notionally credited) back to the Corporation.
- To settle notional Common Shares, the Corporation, in its sole discretion, shall either:
 - within ten (10) days from the end of each calendar year, issue for the account of each ESPP Participant, fully paid and non-assessable Common Shares equal to the number of notional Common Shares credited to the ESP Account of such ESPP Participant as at December 31st of such calendar year;
 - within ten (10) days from the end of each calendar year, purchase or arrange for the purchase on the market, on behalf of each ESPP Participant, such number of Common Shares equal to the number of notional Common Shares credited to the ESP Account of such ESPP Participant as at December 31st of such calendar year; or
 - within ten (10) days from the end of each calendar year, settle notional Common Shares by some combination of issuing and purchasing in accordance with the above.
- Common Shares issued to ESPP Participants under the ESP Plan may be made subject to any holding period as deemed appropriate or as required under applicable securities laws.
- In the event of the Termination of an ESPP Participant, the ESPP Participant shall automatically cease to be entitled to participate in the ESP Plan.

- The Board (or such other committee of the directors appointed to administer the ESP Plan) may from time to time amend, suspend or terminate (and re-instate) the ESP Plan in whole or in part without approval of the shareholders of the Corporation, but subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV.
- The Board has broad discretion to amend the ESP Plan without seeking the approval of Shareholders, including, without limitation, amendments to the ESP Plan to rectify typographical errors and/or to include clarifying provisions for greater certainty. However, the Corporation may not make the following amendments to the ESP Plan without the approval of Shareholders and the TSXV: (i) an amendment to remove or exceed the insider participation limit prescribed by the TSXV Corporate Finance Manual; (ii) an amendment to increase the maximum number of Common Shares issuable under the ESP Plan; and (iii) an amendment to an amending provision within the ESP Plan.
- Except as otherwise may be expressly provided for under the ESP Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of an ESPP Participant under the ESP Plan is assignable or transferable.

The above summary is qualified in its entirety by the full text of the ESP Plan, which is set out in Schedule D to this Circular. The Board encourages shareholders to read the full text of the ESP Plan before voting on the ESP Plan Resolutions.

On May 3, 2022, the Board unanimously passed a resolution approving the ESP Plan and the issuance of up to 2,000,000 Common Shares under the ESP Plan. Shareholders approved the ESP Plan on June 23, 2022. As of the date of this Circular, there are no entitlements outstanding under the ESP Plan.

Equity Compensation Plan Information

The following table provides details, as of December 31, 2022, aggregated information for the Corporation's Equity Compensation Plans under which equity securities of the Corporation are authorized for issuance from treasury. As of December 31, 2022, there were 74,834,969 Common Shares issued and outstanding. The total number of Common Shares made available for issuance from treasury under all share-based compensation arrangements of the Corporation shall not exceed 10% of the number of Common Shares then issued and outstanding.

Option Plan Category	Number of Common Shares to be issued upon exercise of outstanding Options, Warrants and rights (a)	Weighted-average exercise price of outstanding Options, Warrants and rights (b)	Number of Common Shares remaining available for future issuance under Equity Compensation Plans (excluding securities reflected in column (a)) ⁽¹⁾
Equity compensation plans approved by securityholders:			
ESP Plan	0	0	3,000,000
Option Plan ⁽²⁾	5,113,686	\$2.73	2,369,810
RSU Plan ⁽³⁾	1,445,000	N/A	1,055,000 ⁽⁵⁾
DSU Plan ⁽⁴⁾	881,832	N/A	1,118,168
Equity compensation plans not approved by securityholders ⁽⁶⁾	N/A	N/A	N/A
Total	7,440,518	\$2.73	7,542,978

Notes:

- (1) Based on a total of 7,483,496 Common Shares issuable pursuant to all share-based compensation arrangements representing 10% of the Corporation's issued and outstanding share capital of 74,834,969 Common Shares as at December 31, 2022.
- (2) Stock option plans and other security-based compensation arrangements which have been adopted prior to an issuer listing on TSXV and are in effect upon listing on the TSXV must be in compliance with TSXV requirements. However, such arrangements do not need to be approved by the security holders at the time of listing on the TSXV. According to Policy 4.4 of the TSXV Corporate Finance Manual, listed issuers must obtain security holder approval yearly at the Corporation's annual general meeting for rolling stock option plans in order to continue to grant awards.

- (3) The maximum number of Common Shares issuable from treasury under the RSU Plan shall not exceed 2.5 million Common Shares. Pursuant to the terms of the RSU Plan, settlement of RSUs can be made in the form of Common Shares, cash or a combination thereof. The weighted average exercise price for RSUs is not applicable, given that the RSU settlement date is based on the volume weighted average price of the Common Shares traded on the TSXV for the five consecutive trading days prior to such date.
- (4) The maximum number of Common Shares issuable from treasury under the DSU Plan shall not exceed 2.0 million Common Shares. Pursuant to the terms of the DSU Plan, settlement of DSUs can be made in the form of Common Shares, cash or a combination thereof.
- (5) The maximum number of Common Shares issuable under the amended RSU Plan, attached hereto as Schedule E, is 2,055,000.
- (6) The approval of shareholders is being requested at the Meeting to approve the amended RSU Plan. See *"Business of the Meeting – Re-Approval of RSU Plan, as Amended"*.

As at December 31, 2022, the Corporation had 5,113,686 Options outstanding representing approximately 6.8% of the issued and outstanding Common Shares then outstanding. As at December 31, 2022, the Corporation had 1,445,000 RSUs outstanding representing approximately 1.9% of the issued and outstanding Common Shares then outstanding. As at December 31, 2022, the Corporation had 881,832 DSUs outstanding, representing approximately 1.2% of the issued and outstanding Common Shares then outstanding.

Executive Share Ownership Requirements

The board believes that it is important that certain executive officers of the Corporation have long-term interests that are aligned with the long-term interests of the Corporation and its Shareholders. Effective March, 11, 2020, the Board approved the Equity Ownership Policy for Executives which requires the CEO to hold Common Shares with an aggregate acquisition cost or market value (assessed at year end) equal to at least three times his annual base salary, the CFO to hold Common Shares with an aggregate acquisition cost or market value equal to at least one times his annual base salary and the Vice Presidents, to hold Common Shares with an aggregate acquisition cost or market value equal to at least 50% of their annual base salary. In general, executives have five years to comply with this policy.

STATEMENT OF CORPORATE GOVERNANCE

The Corporation and its Board consider good corporate governance to be central to the effective and efficient operation of the Corporation in order that the Corporation may achieve its goals of enhancing shareholder value over the long term by conducting its business activities in a valuable, ethical and transparent manner. The Board is committed to a high standard of corporate governance practices and believes that this commitment is not only in the best interest of the Shareholders, but that it also promotes successful decision making at the Board level. The Board has adopted a Business Conduct and Ethics Policy to encourage and promote a culture of ethical business conduct amongst the directors, officers, employees and consultants of the Corporation. The Business Conduct and Ethics Policy is available on the Corporation's website (www.o3mining.com).

The Board encourages and promotes an overall culture of ethical business conduct by promoting compliance with applicable laws, rules and regulations, and advocating awareness of the guidelines and policies detailed in the Business Conduct and Ethics Policy. Through its meetings with management and other informal discussions with management, the Board believes the Corporation's management team likewise promotes and encourages a culture of ethical business conduct throughout the Corporation's operations, and the management team is expected to monitor the activities of the Corporation's employees, consultants and agents in that regard.

The Corporation is pleased to provide, in this Circular, an overview of its corporate governance practices, as assessed in the context of NI 58-101, National Policy 58-201 – *Corporate Governance Guidelines* ("**NP 58-201**") and National Instrument 52-110 – *Audit Committees and Companion Policy* ("**NI 52-110**").

Board of Directors

The Board believes that it functions independently of management and reviews its procedures on an ongoing basis to ensure that it is functioning independently of management. The Board meets without management present, on a regular basis. When conflicts arise, interested parties are precluded from voting on matters in which they may have an interest. In light of the suggestions contained in NP 58-201, the Board convenes meetings, as deemed necessary, of the independent directors, at which non-independent

directors and members of management are not in attendance. The Board discharges its responsibilities directly and through the committees of the Board:

- the Audit Committee, comprised of three independent Board members;
- the Corporate Governance and Nominating Committee (the "**CG&N Committee**"), comprised of three independent Board members;
- the Compensation Committee, comprised of three Board members two of whom are independent; and
- the Sustainable Development Committee, comprised of three Board members two of whom are independent.

Each committee of the Board operates under a formal charter or mandate which is reviewed, and updated as necessary, on an annual or more frequent basis if necessary. A copy of each mandate can be found on the Corporation's website (www.o3mining.com). In fulfilling its responsibilities, the Board delegates day-to-day authority to management of the Corporation, while reserving the ability to review management decisions and exercise final judgement on any matter. In accordance with applicable legal requirements and historical practice, all matters of a material nature are presented by management to the Board for approval.

The Board is currently comprised of eight directors, six of whom are independent, effective as of the date of this Circular. NI 58-101 defines an "independent director" as a director who has no direct or indirect "material relationship" with the issuer. A "material relationship" is a relationship which could be, in the view of the board of directors of a company, reasonably expected to interfere with the exercise of a member's independent judgment. Each of Bernardo Alvarez Calderon, Patrick Anderson, Mélissa Desrochers, Murray John, Keith McKay and Amy Satov are considered to be independent within the meaning of NI 58-101. José Vizquerra Benavides and John Burzynski are not independent as they are officers of the Corporation.

John Burzynski

Mr. Burzynski is a Director and Chairman of the Board of the Corporation. He currently serves as Executive Chairman, and has been since August 2015 Chief Executive Officer and Director of Osisko Mining Inc., and has been a director of Osisko Mining Inc. (formerly Oban Mining Corporation) since incorporation in February 2010. Mr. Burzynski holds a Bachelor of Science (Honours) degree in Geology from Mount Allison University and a Master of Science in exploration and mineral economics (MINEX) from Queen's University. He is a registered P.Geo. in the province of Québec, and has over 30 years of experience as a professional geologist on international mining and development projects.

José Vizquerra Benavides

Mr. Vizquerra is President and Chief Executive Officer, and a director of the Corporation. Prior to his appointment at the Corporation, Mr. Vizquerra was Executive Vice President of Strategic Development for Osisko Mining Inc. Mr. Vizquerra joined Osisko Mining Inc. from Oban Mining Corporation, where, as President and Chief Executive Officer, he played a leading role in the combination of Oban Mining Corporation, Corona Gold Corporation, Eagle Hill Exploration Corporation, and Ryan Gold Corporation to form Osisko Mining Inc. Through ambitious drilling and prudent capital raising, Osisko Mining Inc. has become the highly valued proponent of the world-class Windfall gold project. Before that, Mr. Vizquerra was Head of Business Development for Compañía de Minas Buenaventura. Previously, he was a production and exploration geologist at the Red Lake gold mine in Ontario.

Mr. Vizquerra currently serves as a director of Osisko Mining Inc. and Silver Mountain Resources, and as an advisor to the boards of Discovery Metals Corporation and Palamina Resources. The Young Mining Professionals recognized Mr. Vizquerra as one of their Young Mining Professionals of the year with the 2019 Peter Munk Award.

Mr. Vizquerra is an alumnus of the General Management Program (GMP) and Advance Finance Program (AFP), at the Wharton School of Business. He holds an MSc in Mineral Exploration from Queens University and a B.Sc in Civil Engineering from UPC Universidad Peruana de Ciencias Aplicadas. Mr. Vizquerra is a "qualified person" for purposes of National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

Murray John

Mr. John currently serves as a Lead Director of the Corporation, Chairman and Director of Discovery Silver Corp. Chairman and Director of Prime Mining Corp., and Director of Osisko Gold Royalties Ltd. Prior to retirement in December 2014, Mr. John was President and Chief Executive Officer of Dundee Resources Limited, a private resource-focused investment company, and Managing Director and a Portfolio Manager with Goodman Investment Counsel, where he was responsible for managing resource and precious metals focused mutual funds and flow-through limited partnerships. Mr. John is the former President and Chief Executive Officer of Corona Gold Corporation and Ryan Gold Corp. He is also a former director of several other public companies including Breakwater Resources Ltd., Dundee Precious Metals Inc. and Osisko Mining Inc. He has been involved with the resource investment industry since 1992 and has worked as an investment banker, buy-side mining analyst, sell-side mining analyst and portfolio manager. Mr. John graduated from the Camborne School of Mines in 1980 with a B. Sc (Hons) in mining engineering and has extensive operating and consulting industry experience working as a mining engineer for Strathcona Mineral Services Ltd., Nanisivik Mines Ltd. and Eldorado Nuclear Limited. He also received a Master of Business Administration from the University of Toronto in 1992.

Patrick F.N. Anderson

Mr. Anderson currently serves as a director of the Corporation. He was appointed as a director of Osisko Mining Inc. in August 2012. He founded Dalradian Resources Inc. and has served as its Chief Executive Officer from October 2009 to present. Mr. Anderson is an exploration geologist, entrepreneur, and business executive with over 20 years of experience working in the resource sector. Previously, Mr. Anderson was a director, President, Chief Executive Officer and co-founder of Aurelian Resources Inc.?

Bernardo Alvarez Calderon

Mr. Alvarez Calderon currently serves as a director of the Corporation, and is also a director of Osisko Mining Inc. since April 2014. He is also the Chief Executive Officer of Analytica Mineral Services, having served in that role since January 2005. Mr. Alvarez Calderon has taken the Owners/President Management Program at the Harvard Business School and holds a Bachelor of Science in geological engineering from the Colorado School of Mines.

Keith McKay

Mr. McKay currently serves as a director of the Corporation and has been a director of Osisko Mining Inc. since August 2012. His current principal occupation is Chief Financial Officer of Dalradian Resources Inc. since June 2010. Mr. McKay is a Chartered Professional Accountant with extensive experience in the mining industry, including public company reporting requirements, financing, and merger and acquisition transactions. Mr. McKay received his C.A. designation in 1981 with Coopers & Lybrand (now PricewaterhouseCoopers LLP) and holds a Bachelor of Arts Degree from Western University.

Amy Satov

Ms. Satov, B.A., LL.B., M.B.A., is General Counsel of Balcan Innovations Inc. and currently serves as a Director of the Corporation, director of each of Osisko Mining Inc., Osisko Metals Inc., and Brunswick Exploration Inc. Ms. Satov was Senior Legal Counsel of Nuvei Technologies Corp. from April 2020 to March 2021. Formerly, Ms. Satov served as Chief Executive Officer of BL Solutions Inc., a national lighting distributor, from November 2019 to March 2020, a director and chair of the audit committee of Cannara Biotech Inc. up to January 2020, and Chief Executive Officer of Litron Distributors Ltd. up to April 2020. Prior to 2012, Ms. Satov was the Executive Vice President of Legal, Compliance and Distribution and Corporate Secretary of DundeeWealth Inc., a wealth management company with \$80 billion of assets under management that was acquired by The Bank of Nova Scotia in 2011. Ms. Satov advised on all M&A activities as well as securities, regulatory and other corporate commercial matters

Melissa Desrochers

Ms. Desrochers is a Public Affairs, Communications and Stakeholders Engagement Consultant for a Québec company. She is an experienced consultant with a background in strategic communications and stakeholder engagement for major and complex projects within the mining industry. Her expertise lies in communications, government relations and enhancing companies' Environmental, Social and Governance

(ESG) activities. Her previous work experience includes Director of Government Relations and External Communication for Agnico Eagle Mines Limited, Communications and Community Relations Manager for Canadian Malartic Mine, and formerly co-owning a communications firm for several years in which she worked closely with stakeholders from the natural resources sector. Ms. Desrochers studied communications, indigenous affairs, management and holds a Graduate degree in Project Management from the Université du Québec en Abitibi-Témiscamingue.

Board Skills Matrix

The Board ensures that the skill set developed by directors, through their business expertise and experience, meets the needs of the Board. The following table exemplifies the current skills that each nominee possesses:

REPORTING OF DIRECTORS' SKILLS/COMPETENCIES Directors								
Technical Skills and Experience	John Burzynski	José Vizquerra Benavides	Murray John	Patrick F.N. Anderson	Keith McKay	Amy Satov	Bernardo Alvarez Calderon	Mélissa Desrochers
Financial ⁽¹⁾	✓	✓	✓	✓	✓	✓	✓	✓
Risk ⁽²⁾	✓			✓	✓	✓	✓	✓
M&A ⁽³⁾	✓	✓	✓	✓	✓	✓		
Technical/Mining ⁽⁴⁾	✓	✓	✓	✓	✓		✓	
Government ⁽⁵⁾	✓			✓				✓
Corporate Governance ⁽⁶⁾	✓	✓	✓	✓	✓	✓	✓	✓
Human Resources ⁽⁷⁾	✓	✓	✓	✓	✓	✓	✓	
Sustainability ⁽⁸⁾	✓	✓	✓	✓	✓	✓	✓	✓
Management ⁽⁹⁾	✓	✓	✓	✓	✓	✓	✓	✓
Strategy Development/Implementation ⁽¹⁰⁾	✓	✓	✓	✓	✓	✓	✓	✓
Legal ⁽¹¹⁾						✓		
IT/OT ⁽¹²⁾				✓	✓			

Notes:

- (1) Financial: Ability to understand: (i) financial statements; (ii) financial controls and measures; (iii) capital markets; and (iv) financing options.
- (2) Risk: Knowledge and experience in the field of risk management as it relates to mining industry.
- (3) Mergers and Acquisitions: Understanding of: (i) capital markets in friendly and unfriendly transactions; (ii) complexity of integration post-business continuation; and (iii) general legal requirements in M&A.
- (4) Technical/Mining: Understanding of: (i) exploration activities; (ii) mine operations, including risks/challenges/opportunities (mining, milling); (iii) ability to have knowledge of construction/development/planning/scheduling/monitoring of construction/contract administration/forecasting; and (iv) understanding of marketing of metals.
- (5) Government Relations: Understanding of: (i) legislative and decision-making process of governments; and (ii) experience in dealing with governments (policy-making, lobbying, etc.).
- (6) Corporate Governance: Understanding of (i) the requirements/process for oversight of management; (ii) various stakeholder requirements; and (iii) evolving trends with respect to governance of public companies.
- (7) Human Resource: Ability to: (i) review management structure for large organization; (ii) develop/assess/monitor remuneration packages (salary, benefits, long-term and short-term incentives); and (iii) understand how to motivate people.
- (8) Sustainability: Understanding of (i) environmental risks in the mining industry; (ii) government regulations with respect to environmental, health & safety; and (iii) understanding of and experience in community relations and stakeholder involvement.
- (9) Management: Ability to plan, operate and control various activities of a business.
- (10) Strategy Development/Implementation: Ability to apply/generate strategic thinking of relevance to the company.
- (11) Legal: Experience as a current or former lawyer, solicitor or barrister.
- (12) Information Technology/Operational Technology: Understanding of (i) current and future technology trends in the mining industry (e.g., asset cybersecurity, artificial intelligence, etc.); and (ii) digital innovation and initiatives (e.g., automation, robotics and operational hardware).

Other Public Company Directorships

The following members of the Board currently hold directorships with other reporting issuers as set forth below.

Name of Director	Name of Reporting Issuers	Director Since	Markets
John Burzynski	Osisko Mining Inc.	February 2010	TSX
	Osisko Green Acquisition Limited	September 2021	TSXV
José Vizquerra Benavides	Osisko Mining Inc.	December 2011	TSX
	Silver Mountain Resources Inc.	November 2017	TSX
		February 2021	TSX
Murray John	Discovery Silver Corp.	June 2017	TSXV
	Osisko Gold Royalties Ltd.	February 2020	TSX
	Prime Mining Corp.	May 2020	TSXV
Bernardo Alvarez Calderon	Osisko Mining Inc.	April 2014	TSX
Patrick F.N. Anderson	Osisko Mining Inc.	August 2012	TSX
	Cornish Metals Inc. (formerly Strongbow Exploration Inc.)	September 2016	TSXV
Mélissa Desrochers	Patriot Battery Metals Inc.	January 2023	TSXV
Keith McKay	Osisko Mining Inc.	August 2012	TSX
Amy Satov	Brunswick Exploration Inc.	September 2020	TSXV
	Osisko Mining Inc.	March 2017	TSX
	Osisko Metals Incorporated	August 2017	TSXV

Board Mandate

The Board's primary responsibility is to develop and adapt the strategic direction of the Corporation and to, at least annually, review and approve a strategic plan as developed and proposed by management, which takes into account the business opportunities and risks of the Corporation. The Board is responsible for reviewing and approving the Corporation's financial objectives, plans and actions, including significant capital allocations and expenditures. The Board is also responsible for, among other things: (i) monitoring corporate performance against the strategic and business plans; (ii) identifying principal business risks and implementing appropriate systems to manage such risks; (iii) monitoring and ensuring internal control and procedures; (iv) ensuring appropriate standards of corporate conduct; (v) reviewing and approving financial statements and management's discussion and analysis; (vi) reviewing compensation of the members of the Board; (vii) reviewing and approving material transactions and annual budgets; (viii) developing the Corporation's approach to corporate governance; and (ix) assessing its own effectiveness in fulfilling its mandate. The full text of the Board charter is attached hereto as Schedule B to this Circular.

Lead Director Mandate

On November 8, 2019, the Board appointed Murray John as Lead Director of the Corporation. Mr. John is considered independent within the meaning of NI-58-101.

The Lead Director will:

- in conjunction with the Chair of the Corporate Governance and Nominating Committee, provide leadership to ensure that the Board functions independently of management of the Corporation;
- chair meetings of independent directors or non-management directors held following Board meetings;
- in the absence of the Chairman, act as chair of meetings of the Board;
- recommend, where necessary, the holding of special meetings of the Board;
- review with the Chairman and the CEO items of importance for consideration by Board;

- (f) consult and meet with any or all of the Corporation's independent directors, at the discretion of either party and with or without the attendance of the Chairman, and represent such directors in discussions with management of the Corporation concerning corporate governance issues and other matters;
- (g) together with the Chairman, ensure that all business required to come before the Board is brought before the Board, such that the Board is able to carry out all of its duties to supervise the management of the business and affairs of the Corporation, and together with the Chairman and the CEO, formulate an agenda for each Board meeting;
- (h) together with the Chairman and the Chair of the Corporate Governance and Nominating Committee, ensure that the Board, committees of the Board, individual directors and senior management of the Corporation understand and discharge their duties and obligations under the approach to corporate governance adopted by the Board from time to time;
- (i) mentor and counsel new members of the Board to assist them in becoming active and effective directors;
- (j) facilitate the process of conducting director evaluations;
- (k) promote best practices and high standards of corporate governance; and
- (l) perform such other duties and responsibilities as may be delegated to the Lead Director by the Board from time to time.

Audit Committee

The Audit Committee is comprised of Keith McKay (Chair), Amy Satov and Murray John. All members of the Audit Committee are independent. The full text of the charter of the Audit Committee is attached hereto as Schedule C to this Circular.

Nomination of Directors

The Board, the CG&N Committee and the individual directors hold the responsibility for the nomination and assessment of new directors. The Board seeks to achieve a balance of knowledge, experience and capability among the members of the Board. When presenting Shareholders with a slate of nominees for election, the Board considers the following:

- the competencies and skills necessary for the Board as a whole to possess;
- the competencies and skills necessary for each individual director to possess;
- competencies and skills which each new nominee to the Board is expected to bring; and
- whether the proposed nominees to the Board will be able to devote sufficient time and resources to the Corporation.

The Board also recommends the number of directors on the Board to Shareholders for approval, subject to compliance with the requirements of the OBCA and the Corporation's articles and by-laws. Between annual Shareholder meetings, the Board may appoint directors to serve until the next annual Shareholder meeting, subject to compliance with the requirements of the OBCA. Individual directors are responsible for assisting the Board in identifying and recommending new nominees for election to the Board, as needed or appropriate.

The Board will periodically assess the appropriate number of directors on the Board and whether any vacancies on the Board are expected due to retirement or otherwise. If vacancies are anticipated, or otherwise arise, or the size of the Board is expanded, the Board will consider various potential candidates for director. Candidates may come to the attention of the Board through current directors or management, Shareholders or other persons. These candidates will be evaluated at a regular or special meeting of the Board, and may be considered at any point during the year.

Corporate Governance and Nomination Committee

The CG&N Committee assists the Board with respect to corporate governance and director nomination matters. The CG&N Committee is currently comprised of Murray John (Chair), Patrick Anderson, and Amy Satov. All members of the CG&N Committee are independent.

The CG&N Committee's responsibilities include:

- (a) recommending suitable candidates for nominees for election or appointment as directors and specifying the criteria governing the overall composition of the Board and governing the desirable individual characteristics for directors, form the basis of each recommendation;
- (b) maintaining an overview of the entire membership of the Board ensuring that qualifications required under any applicable laws are maintained and advising the Chairman on the disposition of a tender of resignation which a director is expected to offer:
 - (i) when such director does not meet the eligibility rules under the conflict of interest guidelines; or
 - (ii) when the credentials underlying the appointment of such director change;
- (c) reviewing annually the credentials of nominees for re-election to be named for re-election considering: (i) an evaluation of the effectiveness of the Board and the performance of each director; (ii) the continuing validity of the credentials underlying the appointment of each director; and (iii) continuing compliance with the eligibility rules under the conflict of interest guidelines;
- (d) whenever considered appropriate, directing the Chairman and/or Lead Director, if any, to advise each candidate prior to the appointment of the credentials underlying the recommendation of the candidate's appointment;
- (e) recommending to the Board at the annual meeting of the Directors, the allocation of Board members to each of the Board committees and, where a vacancy occurs at any time in the membership of any Board committee, recommend to the Board a member to fill such vacancy;
- (f) having sole authority to retain and terminate any search firm to be used to identify director candidates, including sole authority to approve fees and other terms of the retention;
- (g) annually assessing the performance of the Board, its committees and Board members and making recommendations to the Board; and
- (h) monitoring on a continuing basis and, whenever considered appropriate, making recommendations to the Board concerning the corporate governance of the Corporation, including: (i) reviewing at least annually the corporate governance practices and recommend appropriate policies, practices and procedures; (ii) reviewing at least annually the adequacy and effectiveness of the Board of Directors' governance policies and make appropriate recommendations for their improvement; (iii) reviewing the corporate governance sections of the Corporation's management information circular distributed to shareholders, including the statement of corporate governance practices; and (iv) assessing shareholder proposals as necessary for inclusion in the Corporation's management information circular, and making appropriate recommendations to the Board.

The CG&N Committee's responsibilities also include:

- (i) unless otherwise delegated to another committee by the Board, approving all transactions involving the Corporation and "**related parties**" as that term is defined in Multilateral Instrument 61-101 – *Protection of Minority Securityholders in Special Transactions* (collectively, "**Related Party Transactions**");
- (j) unless otherwise delegated to another committee by the Board, monitoring any Related Party Transactions and report to the Board on a regular basis regarding the nature and extent of the Related Party Transactions;
- (k) establishing guidelines and parameters within which the Corporation and its subsidiaries shall be entitled to engage in Related Party Transactions without specific prior approval of the CG&N Committee;

- (l) implementing structures from time to time to ensure that the directors can function independently of management;
- (m) providing an appropriate orientation program for new directors and continuing education opportunities to existing directors so that individual directors can maintain and enhance their abilities and ensure that their knowledge of the business of the Corporation remains current;
- (n) responding to requests by, and if appropriate, authorizing, individual directors to engage outside advisors at the expense of the Corporation;
- (o) implementing a process for assessing the effectiveness of the Board as a whole, the committees of the directors and individual directors based upon: (i) for directors and committee members, the mandate of the Board and charters of the appropriate committees, respectively; and (ii) for individual directors, their respective position descriptions (if any) as well as the skills and competencies which directors are expected to bring to the Board;
- (p) considering on a regular basis the number of directors of the Corporation, having in mind the competencies required on the Board as a whole;
- (q) overseeing and monitoring any litigation, claim, or regulatory investigation or proceeding involving the Corporation;
- (r) developing an annual work plan that ensures that the CG&N Committee carries out its responsibilities.
- (s) implementing, as well as periodically reviewing, assessing and updating, the Corporation's policies and procedures, as established and amended from time to time, including: (i) the Corporate Disclosure Policy, Confidentiality and Insider Trading Policy, Whistleblower Policy and Anti-Bribery and Anti-Corruption Policy; and (ii) periodically evaluating the effectiveness of the Corporation's disclosure controls and procedures, including but not limited to, assessing the adequacy of the controls and procedures in place.

Compensation Committee

The Compensation Committee reviews the compensation of the directors and senior officers. Further details on director and executive compensation can be found under the heading "*Statement of Executive Compensation*". The Compensation Committee reviews and makes recommendations to the Board regarding the granting of awards pursuant to any of the Corporation's compensation plans to directors and senior officers, compensation for senior officers, including the CEO and directors' fees, if any, from time to time. The Compensation Committee is currently comprised of Amy Satov (Chair), John Burzynski and Bernardo Alvarez Calderon. Amy Satov and Bernardo Alvarez Calderon are independent within the meaning of NI 58-101 and all of whom the Board believes have direct and indirect expertise, experience, and education relevant to their role as members thereof.

The Compensation Committee's responsibilities are as follows:

- (a) annually reviewing, approving and recommending to the Board for approval the remuneration of the senior executives of the Corporation, namely, any executives in the offices of Chief Executive Officer, President, Vice-Presidents, Chief Financial Officer and any senior executives of the Corporation having comparable positions as may be specified by the Board (collectively, the "**Senior Executives**");
- (b) reviewing the Chief Executive Officer's goals and objectives for the upcoming year and to provide an appraisal of the Chief Executive Officer's performance at the end of the year;
- (c) reviewing, with the Chief Executive Officer, the goals and objectives of other Senior Executives and their compensation and performance;
- (d) reviewing and recommending to the Board for approval employment offers for Chief Executive Officer or any senior executive employment offer, or any offer that contains special terms including, but not limited to, any retiring or other allowance agreements, equity based compensation and any proposed change of control provisions;

- (e) at its discretion, to propose to the Board the engagement of, and manage and supervise compensation consultants to assist in the evaluation of Senior Executives' and Directors' compensation, including fees and other terms of retention;
- (f) reviewing and recommending to the Board for its approval the remuneration and other incentive plans of directors. The Compensation Committee seeks to ensure that such compensation and benefits reflect the responsibilities and risks involved in being a director of the Corporation and align the interests of the directors with the best interests of the Corporation;
- (g) reviewing on an annual basis the remuneration policies of the Corporation, including the total remuneration (including benefits) and the main components thereof for the directors and Senior Executives, and to compare such remuneration policies with the remuneration practices of peers in the same industry. The Compensation Committee may employ independent experts periodically as determined necessary to review remuneration policies for directors and Senior Executives;
- (h) reviewing periodically bonus plans and the Option Plan and consider these in light of new trends and practices of peers in the same industry;
- (i) reviewing and recommending to the Board for its approval the disclosure required in any management information circular of the Corporation in respect of executive compensation;
- (j) subject to the powers of the Board, shareholder approval of all share compensation plans and receipt of all necessary regulatory approvals, determining those directors, officers, employees and consultants of the Corporation who will participate in long term incentive plans; determining the number of shares of the Corporation allocated to each participant under such plan; determining the time or times when ownership of such shares will vest for each participant; and administering all matters relating to any long term incentive plan and any employee bonus plan to which the Compensation Committee has been delegated authority pursuant to the terms of such plans or any resolutions passed by the Board;
- (k) making recommendations annually regarding the Chief Executives' and senior executives' entitlement to be paid a bonus under any employment bonus plan;
- (l) reporting regularly to the Board in relation to any matters arising from its review of compensation practices of the Corporation;
- (m) reviewing and assessing its mandate and recommend any proposed changes to the Board on an annual basis; and
- (n) evaluating the function of the Committee on an annual basis.

For additional information, please also see "*Statement of Executive Compensation*".

Sustainable Development Committee

In addition to the Audit Committee, the CG&N Committee and the Compensation Committee, the Board also has a Sustainable Development Committee. The Sustainable Development Committee is comprised of Bernardo Alvarez Calderon (Chair), Murray John, and Mélissa Desrochers.

The Sustainable Development Committee is tasked with the following responsibilities:

- (a) review and discuss with management the health, safety, environment, community and Indigenous relations, ESG, and human resources policies of the Corporation and, where appropriate, recommend revisions to those policies to the Board;
- (b) receive and review updates from management regarding the health, safety, environment, community and Indigenous relations, ESG and human resources performance of the Corporation on behalf of the Board, to ensure that management is taking appropriate measures to comply with relevant laws and regulations concerning the Corporation's safety, health, environment, community and Indigenous relations, and human resources policies;

- (c) review and report to the Board on the results of any material health, safety, environment or community and Indigenous relations, ESG, and human resources incident at, or involving, any of the Corporation's operations;
- (d) review and report to the Board on the results of any health, safety, environment, community and Indigenous relations, ESG, and human resources audits performed at any of the Corporation's operations;
- (e) review management's response to all health, safety, environment, community and Indigenous relations, ESG and human resources audits and material incidents;
- (f) investigate, or cause to be investigated, material negative safety, health, environment or community and Indigenous relations, ESG or human resources performance;
- (g) use the Committee's best efforts to make annual visits by at least one member of the Committee, to each of the Corporation's material projects, in order to review relevant safety, health, environment, community and Indigenous relations, ESG and human resources objectives, procedures and performance;
- (h) periodically review and report to the Board on the sufficiency of the resources available for carrying out the Corporation's health, safety, environment, community and Indigenous relations, ESG and human resources responsibilities and obligations;
- (i) periodically review and report to the Board on the safety, health, environment, community and Indigenous relations, ESG, and human resources risks associated with the Corporation's operations, and the procedures and plans designed to manage and mitigate those risks;
- (j) periodically review management's assessment of trends and the impact of proposed laws, regulations and voluntary codes or initiatives affecting health, safety, environment, community and Indigenous relations, ESG and human resources matters;
- (k) periodically review management's plans and actions with respect to sustainable development within the area of the Corporation's operations
- (l) review the annual ESG Report
- (m) overseeing the implementation of the Corporation's recruitment and retention objectives and corporate culture strategies
- (n) ensuring management develops, adopts and implements programs, procedures and activities where the Corporation conducts its business that are consistent with industry best practice and are based on the Corporation's desire to be an industry leader; and
- (o) satisfying itself that management of the Corporation monitors trends and reviews current and emerging issues in the ESG field and evaluates the impact on the Corporation.

Position Descriptions

Chairman of the Board

John Burzynski currently acts as the Chairman of the Board. The Board has developed and adopted a written position description for the Chairman of the Board, which is described within the Board mandate. Pursuant to the written description, the Chairman is responsible for, among other things:

- (a) chair all meetings of the Board in a manner that promotes meaningful discussion.
- (b) Provide leadership to the Board to enhance the Board's effectiveness, including:

- (i) ensure that the responsibilities of the Board are well understood by both management and the Board;
 - (ii) ensure that the Board works as a cohesive team with open communication;
 - (iii) ensure that the resources available to the Board (in particular timely and relevant information) are adequate to support its work;
 - (iv) together with the Corporate Governance and Compensation Committee, ensure that a process is in place by which the effectiveness of the Board and its committees (including size and composition) is assessed at least annually; and
 - (v) together with the Corporate Governance and Compensation Committee, ensure that a process is in place by which the contribution of each individual director to the effectiveness of the Board is assessed at least annually.
- (c) Manage the Board, including:
- (i) prepare the agenda of the Board meetings and ensure pre-meeting material is distributed in a timely manner and is appropriate in terms of relevance, efficient format and detail;
 - (ii) adopt procedures to ensure that the Board can conduct its work effectively and efficiently, including committee structure and composition, scheduling, and management of meetings;
 - (iii) ensure meetings are appropriate in terms of frequency, length and content;
 - (iv) ensure that, where functions are delegated to appropriate committees, the functions are carried out and results are reported to the Board;
 - (v) ensure that a succession planning process is in place to appoint senior members of management and directors when necessary;
 - (vi) ensure procedures are established to identify, assess and recommend new nominees for appointment to the Board and its committees; and
 - (vii) together with any special committee appointed for such purpose, approach potential candidates once potential candidates are identified, to explore their interest in joining the Board and proposing new nominees for appointment to the Board and its committees.
- (d) If the Chairman is an independent director, the Chairman will:
- (i) in conjunction with the chair of the Corporate Governance & Nominating Committee, provide leadership to ensure that the Board functions independently of management of the Corporation;
 - (ii) chair meetings of independent directors or non-management directors held following Board meetings;
 - (iii) recommend, where necessary, the holding of special meetings of the Board;
 - (iv) review items of importance for consideration by Board with the CEO;
 - (v) consult and meet with any or all of the Corporation's independent directors, at the discretion of either party and represent such directors in discussions with management of the Corporation concerning corporate governance issues and other matters;
 - (vi) ensure that all business required to come before the Board is brought before the Board, such that the Board is able to carry out all of its duties to supervise the management of the business and affairs of the Corporation, and together with the CEO, formulate an agenda for each Board meeting;
 - (vii) together with the chair of the Corporate Governance & Nominating Committee, ensure that the Board, committees of the Board, individual directors and senior management of the Corporation understand and discharge their duties and obligations under the approach to corporate governance adopted by the Board from time to time;

- (viii) mentor and counsel new members of the Board to assist them in becoming active and effective directors;
 - (ix) facilitate the process of conducting director evaluations; and
 - (x) promote best practices and high standards of corporate governance.
- (e) Act as liaison between the Board and management to ensure that relationships between the Board and management are conducted in a professional and constructive manner. This involves working with the Corporate Governance & Nominating Committee to ensure that the Corporation is building a healthy governance culture.
 - (f) At the request of the Board, represent the Corporation to external groups such as shareholders and other stakeholders, including community groups and governments.

Chief Executive Officer

The Chief Executive Officer of the Corporation is currently José Vizquerra Benavides. The Board has developed and adopted a role statement for the Chief Executive Officer. The Chief Executive Officer's primary role is to take overall supervisory and managerial responsibility for the day to day operations of the Corporation's business and manage the Corporation to achieve the goals and objectives determined by the Board, as developed in the Corporation's strategic plan. The Chief Executive Officer's responsibilities include, but are not limited to:

- (a) co-ordinate the preparation of an annual business plan or strategic plan;
- (b) maintain and develop with the Board strategic plans for the Corporation and implement such plans to the best abilities of the Corporation;
- (c) provide high-level policy options, orientations and discussions for consideration by the Board;
- (d) provide support, co-ordination and guidance to various responsible officers and managers of the Corporation;
- (e) implement, oversee and guide the investor relations program for the Corporation, which shall, among other things, ensure communications between the Corporation and major stakeholders, including and most importantly the Corporation's shareholders, are managed in an optimum way and are done in accordance with applicable securities laws;
- (f) provide timely strategic, operational and reporting information to the Board and implement its decisions in accordance with good governance, with the Corporation's policies and procedures, and within budget;
- (g) take primary responsibility for the administration of all of the Corporation's subareas and administrative practices;
- (h) together with any special committee appointed for such purpose, maintain existing and develop new strategic alliances and consider possible merger or acquisition transactions with other mining companies which will be constructive for the Corporation's business and will help enhance shareholder value;
- (i) ensure appropriate governance skills development and resources are made available to the Board;
- (j) implement workplace policies and procedures that ensure compliance with the provisions of this Manual by all the Corporation's officers, directors, employees, customers and contractors;
- (k) provide quality leadership to the Corporation's staff and ensure that the Corporation's human resources are managed properly;
- (l) develop and maintain the Corporation's goal to operate to the highest standards of the industry;
- (m) act as an entrepreneur and innovator within the strategic goals of the Corporation; and
- (n) provide a culture of high ethics throughout the organization.

Chairmen of the Board's Committees

The Board has developed and adopted a written position description for the Chairman of each of the Audit Committee, the CG&N Committee, the Compensation Committee and the Sustainable Development Committee that delineate the role and responsibility of each Chairman and outline specific tasks, duties and responsibilities of the respective Chairman and committee in accordance with the recommendations set forth in NP 58-201.

Chairman of the Audit Committee

The Chairman of the Audit Committee is currently Keith McKay. The following are the primary responsibilities of the Chairman of the Audit Committee: (i) chairing all meetings of the committee in a manner that promotes meaningful discussion; (ii) ensuring adherence to the Audit Committee's charter and that the adequacy of the Audit Committee's charter is reviewed annually; (iii) providing leadership to the committee to enhance its effectiveness; (iv) ensuring that procedures as determined by the committee are in place for dealing with complaints received by the Corporation regarding accounting, internal controls and auditing matters, and for employees to submit confidential anonymous concerns; (v) managing the committee; and (vi) performing such other duties as may be delegated from time to time to the Chairman by the Board.

Chairman of the Corporate Governance and Nominating Committee

The Chairman of the CG&N Committee is currently Murray John. The following are the primary responsibilities of the Chairman of the CG&N Committee: (i) scheduling, setting the agenda and chairing all meetings of the committee in a manner that promotes meaningful discussion; (ii) retaining, in consultation with the Chairman of the Board or Lead Director, as appropriate, expert consultants on behalf of the Committee, as needed; (ii) ensuring that committee members are receiving written information and are exposed to presentations from management consistent with fulfilling the mandate of the committee; (iv) communicate with appropriate members of management in fulfilling the mandate of the committee; and (v) annually overseeing the assessment of the performance of the committee.

Chairman of the Compensation Committee

The Chairman of the Compensation Committee is currently Amy Satov. The following are the primary responsibilities of the Chairman of the Compensation Committee: (i) scheduling, setting the agenda and chairing all meetings of the committee in a manner that promotes meaningful discussion; (ii) retaining, in consultation with the Chairman of the Board or Lead Director, as appropriate, expert consultants on behalf of the Committee, as needed; (ii) ensuring that committee members are receiving written information and are exposed to presentations from management consistent with fulfilling the mandate of the committee; (iv) communicate with appropriate members of management in fulfilling the mandate of the committee; and (v) annually overseeing the assessment of the performance of the committee.

Chairman of the Sustainable Development Committee

The Chairman of the Sustainable Development Committee is currently Bernardo Alvarez Calderon. The following are the primary responsibilities of the Chairman of the Sustainable Development Committee: (i) scheduling, setting the agenda and chairing all meetings of the committee in a manner that promotes meaningful discussion; (ii) retaining, in consultation with the Chairman of the Board or Lead Director, as appropriate, expert consultants on behalf of the Committee, as needed; (ii) ensuring that committee members are receiving written information and are exposed to presentations from management consistent with fulfilling the mandate of the committee; (iv) communicate with appropriate members of management in fulfilling the mandate of the committee; and (v) annually overseeing the assessment of the performance of the committee.

Orientation and Continuing Education

The Board, together with the CG&N Committee, is responsible for providing a comprehensive orientation and education program for new directors that deals with the role of the Board and its committees; the nature and operation of the business of the Corporation; and the contribution that individual directors are expected to make to the Board in terms of both time and resource commitments.

The Corporation is committed to a continuing education program for all directors.

The Sustainable Development Committee mandate stipulates that directors who are members of the Sustainable Development Committee make best efforts to make annual visits to the Corporation's material projects by at least one member of the Sustainable Development Committee.

In addition, in the event of significant regulatory or other industry developments that may affect the Corporation, the Corporation, in conjunction with the CG&N Committee, will arrange for an appropriate member of management, the independent auditor, outside legal counsel and/or other experts, as deemed appropriate, to present an overview of the changes to the Board and the ways in which they may impact the Corporation, Shareholders and/or the Board.

Directors may also participate in seminars and educational programs at the expense of the Corporation which can enhance their abilities to fulfill their roles as Board or committee members.

Business Conduct and Ethics Policy

The Board is responsible for ensuring compliance with the Business Conduct and Ethics Policy, and there have been no departures from the policy since its adoption on July 5, 2019.

To ensure the directors exercise independent judgment in considering transactions and agreements in which a director or officer has a material interest, all such matters are considered and approved by the independent directors. Any interested director would be required to declare the nature and extent of his interest and would not be entitled to vote at meetings of directors which evoke such a conflict.

The Corporation believes that it has adopted corporate governance procedures and policies which encourage ethical behavior by the Corporation's directors, officers and employees.

Assessments

The CG&N Committee has a mandate and responsibility to annually assess the performance of the Board, its committees and individual Board members and make recommendations to the Board. Assessment of individual board member effectiveness is the principal criteria for board member retention and as a result, the Corporation does not have a formal term limit retirement age for directors.

Diversity Policy

The Corporation is committed to diversity on its Board and recognizes that gender diversity is a significant aspect of diversity and acknowledges the important role that women with appropriate and relevant skills and experience can play in contributing to the diversity of perspective on the Board.

On November 8, 2019, the Board adopted a Diversity Policy (the "**Diversity Policy**"). The purpose of the Diversity Policy is to communicate the importance that the Corporation places on the diversity of its Board.

The Corporation set an objective of reaching 40% representation of women on the Board by December 31, 2022. The Company did not meet this target. In March 2023 the target was amended to 30% gender diversity and 40% diversity. In this regard, the CG&N Committee is guided by the following principals:

- (a) maintain an evergreen list of potential candidates for election to the Board of Directors which list includes parity between men and women candidates; this list shall take into account that qualified candidates may be found in a broad array of organizations;
- (b) periodically assess the effectiveness of the nomination process at achieving the Corporation's diversity objectives outlined in this Policy; and
- (c) in order to support the specific objective of gender diversity, considers the level of representation of women on the Board and ensures that women are included in the short list of candidates being considered for a Board position.

When identifying potential candidates for the Board of Directors, the Corporate Governance and Nominating Committee considers the selection criteria approved by the Board, as well as its analysis of the Board's needs based on the above criteria. These selection criteria are reviewed periodically.

On April 8, 2021, Ms. Mélissa Desrochers was appointed to the Board. The CG&N Committee and Board actively continue to recruit female representation on the Board.

A copy of the Diversity Policy is available on the Corporation's website (www.o3mining.com).

Corporate Disclosure Policy

The Board has adopted a Corporate Disclosure Policy (the "**Disclosure Policy**") that was designed to formalize the Corporation's policies and procedures relating to the dissemination of material information. The Disclosure Policy extends to all employees, directors, officers, and consultants, where applicable. A copy of the Disclosure Policy is available on the Corporation's website (www.o3mining.com).

Confidentiality and Insider Trading Policy

The Board has adopted a Confidentiality and Insider Trading Policy that was designed to prevent improper insider trading and the improper communication of undisclosed material information regarding the Corporation and to ensure that directors, officers, employees and persons or companies related to or controlled by them act, and are perceived to act, in accordance with applicable laws and the highest ethical standards and professional behavior. A copy of the Confidentiality and Insider Trading Policy is available on the Corporation's website (www.o3mining.com).

Board and Executive Officers

The Board is comprised of eight (8) directors, six (6) of whom are considered independent at this time. For more information refer to the section "*Statement of Corporate Governance – Board of Directors*". The members of the Board have diverse backgrounds and expertise, and were selected on the belief that the Corporation and its stakeholders would benefit materially from such a broad range of talent and experience. As the need for new directors or executive officers arises, the Board and the CG&N Committee assess candidates on the basis of knowledge, industry experience, financial literacy, professional ethics and business acumen, among other factors. The Board and the CG&N Committee recognize the potential benefits from new perspectives that could manifest through greater gender diversity and recognizes that diversity can enhance culture and create value for the Corporation and its stakeholders. While the Corporation has not set a target with respect to the appointment of female executive officers, the Corporation is committed to providing an environment in which all employees and directors are treated with fairness and respect, and have equal access to opportunities for advancement based on skills and aptitude.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director, executive officer, or employee of the Corporation or any of its subsidiaries, former director, executive officer, or employee of the Corporation or any of its subsidiaries, proposed nominee for election as director of the Corporation, or any associate of any of the foregoing, (i) has been or is indebted to the Corporation or any of its subsidiaries, at any time during its last completed fiscal year, or (ii) has had any indebtedness to another entity at any time during its last completed fiscal year which has been the subject of a guarantee, support agreement, letter of credit, or other similar arrangement provided by the Corporation or any of its subsidiaries.

AUDIT COMMITTEE

The Audit Committee's Charter

The Board has adopted a Charter for the Audit Committee, which sets out the Audit Committee's mandate, organization, powers and responsibilities. The full text of the Audit Committee Charter is attached hereto as Schedule C.

Composition of the Audit Committee

The members of the Audit Committee are Keith McKay (Chair), Amy Satov, and Murray John. All of the members of the Audit Committee are "independent" and all of the members of the Audit Committee are considered "financially literate" (as such terms are defined in National Instrument 52-110).

Name of Member	Independent⁽¹⁾	Financially Literate⁽²⁾
Keith McKay (Chair)	Yes	Yes
Amy Satov	Yes	Yes
Murray John	Yes	Yes

Notes:

- (1) To be considered independent, a member of the Audit Committee must not have any direct or indirect "**material relationship**" with the Corporation. A "**material relationship**" is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a member's independent judgment.
- (2) To be considered financially literate, a member of the Audit Committee must have 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 issues that can reasonably be expected to be raised by the Corporation's financial statements.

Relevant Education and Experience

Keith McKay (Chair): Mr. McKay brings approximately 30 years of financial management and risk assessment experience to the Audit Committee. Mr. McKay is currently the CFO of Dalradian Resources Inc., and has also been CFO of the following other companies: Continental Gold Limited, Andina Minerals Inc. and Aurelian Resources Inc. Mr. McKay is currently a director of the Corporation and director and chair of the audit committee of O3 Mining, and has also been a director of Noront Resources Ltd. He also previously served in a variety of other financial roles across the mining, engineering, and banking industries. Mr. McKay obtained his Chartered Professional Accountant designation at Coopers & Lybrand (now PricewaterhouseCoopers LLP) and, as a Chartered Professional Accountant, he has experience in preparing, auditing, analyzing and evaluating financial statements; understanding internal controls and procedures for financial reporting; and evaluating the accounting principles used by the Corporation to prepare its financial statements.

Amy Satov: Ms. Satov, B.A., LL.B., M.B.A. is General Counsel of Balcan Innovations Inc., and formerly Senior Legal Counsel of Nuvei Technologies Corp. Ms. Satov was previously the Chief Executive Officer of BL Solutions Inc., a national lighting distributor. Ms. Satov is also currently a director and chair of the compensation committee of Osisko Metals Inc. and O3 Mining Inc., and director and chair of the corporate governance and compensation committee of Brunswick Exploration Inc. Up to 2012, Ms. Satov was the Executive Vice President of Legal, Compliance and Distribution and Corporate Secretary of DundeeWealth, a wealth management company with \$80 billion of assets under management that was acquired by The Bank of Nova Scotia in 2011. Ms. Satov was in charge of all legal and compliance matters, was actively involved in DundeeWealth's expansion into Europe and the U.S. and sat on various subsidiary boards. Ms. Satov advised on all M&A activities as well as securities, regulatory and other corporate commercial matters.

Mr. John currently serves: as a Lead Director of O3 Mining Inc.; Chairman, Director and a member of the Audit Committee of Discovery Metals Corp.; Chairman, Director and a member of the Audit Committee of Prime Mining Corp.; and as a Director of Osisko Gold Royalties Ltd. Prior to his retirement in December 2015, Mr. John was the President and Chief Executive Officer of Dundee Resources Limited, a private resource-focused merchant bank, and as Managing Director and a Portfolio Manager with Goodman & Company, Investment Counsel Inc. a Canadian investment counsel. Mr. John is also the former President and Chief Executive Officer and a former member of the Audit Committee of several other Canadian publicly listed exploration and development companies and producing mining and royalty companies.

Reliance on Exemptions in NI 52-110 regarding *De Minimis* Non-Audit Services or on a Regulatory Order Generally

Since the Corporation's most recently completed financial year, the Corporation has not relied on the exemption in 2.4 of NI 52-110 or on the exemption from requirements of Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

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

The CFO of the Corporation shall maintain a record of non-audit services approved by the Chair of the Audit Committee or the Audit Committee for each financial year, and shall provide a report to the Audit Committee no less frequently than on a quarterly basis.

External Auditor Service Fees

The following table discloses the fees charged to the Corporation by its external auditor during the last two financial years:

Financial Year Ending	Audit Fees ⁽¹⁾	Audit-Related Fees	Tax Fees	All Other Fees
December 31, 2022	\$95,200	\$Nil	\$Nil	\$Nil
December 31, 2021	\$84,000	\$Nil	\$Nil	\$Nil

Note:

(1) The aggregate fees charged for professional services rendered by the auditor for the audit of the Corporation's annual financial statements and interim reviews of the Corporation's quarterly financial statements.

The aggregate fees charged for professional services rendered by the auditor for the audit of the Corporation's annual financial statements and interim reviews of the Corporation's quarterly financial statements.

Exemption

Pursuant to section 6.1 of NI 52-110, the Corporation is exempt from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110 by virtue of it being a venture issuer.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

To the knowledge of the Corporation, after reasonable enquiry, other than as disclosed herein, no informed person of the Corporation, any proposed nominee for election as a director, or any associate or affiliate of any informed person, or proposed nominee for election as a director has or had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or would materially affect the Corporation or its subsidiaries since the commencement of the Corporation's most recently completed fiscal year.

ADDITIONAL INFORMATION

Additional information relating to the Corporation may be found on SEDAR (www.sedar.com) under the Corporation's issuer profile. Inquiries including requests for copies of the Corporation's financial statements and management's discussion and analysis may be directed to the Corporation at 155 University Avenue, Suite 1440, Toronto, Ontario, Canada, M5H 3B7, Attention: José Vizquerra Benavides, President and Chief Executive Officer. Additional financial information is provided in the Corporation's financial statements and management's discussion and analysis for the year ended December 31, 2022 which are also available on SEDAR (www.sedar.com) under the Corporation's issuer profile.

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) "José Vizquerra Benavides"

José Vizquerra Benavides
President, Chief Executive Officer and Director

SCHEDULE A

STOCK OPTION PLAN

Section 1 Purpose

The purpose of this stock option plan (this "**Option Plan**") is to authorize the grant to service providers for O3 Mining Inc. (the "**Corporation**") of options to purchase common shares ("**shares**") of the Corporation's capital and thus benefit the Corporation by enabling it to attract, retain and motivate service providers by providing them with the opportunity, through share options, to acquire an increased proprietary interest in the Corporation.

Section 2 Administration

This Option Plan shall be administered by the board of directors of the Corporation or a committee established by the board of directors for that purpose (the "**Committee**"). Subject to approval of the granting of options by the board of directors or Committee, as applicable, the Corporation shall grant options under this Option Plan.

Section 3 Shares Subject to this Option Plan

Subject to adjustment under the provisions of Section 11 hereof, the aggregate number of shares of the Corporation which may be issued and sold under this Option Plan and pursuant to all other Security Based Compensation Arrangements (as defined herein), will not exceed 10% of the total number of issued and outstanding shares of the Corporation from time to time, unless this Option Plan is amended pursuant to the requirements of the TSXV Corporate Finance Manual and, if applicable, the NEX Policies. The Corporation shall not, upon the exercise of any option, be required to issue or deliver any shares prior to (a) the admission of such shares to listing on any stock exchange on which the Corporation's shares may then be listed, and (b) the completion of such registration or other qualification of such shares under any law, rules or regulation as the Corporation shall determine to be necessary or advisable. If any shares cannot be issued to any optionee for whatever reason, the obligation of the Corporation to issue such shares shall terminate and any option exercise price paid to the Corporation shall be returned to the optionee. Any increase in the issued and outstanding shares will result in an increase in the available number of shares issuable under this Option Plan, and any exercises of options will make new grants available under this Option Plan effectively resulting in a re-loading of the number of options available to grant under this Option Plan.

The maximum number of shares which may be issued to any one optionee under this Option Plan together with any Share Compensation Arrangement in any 12 month period shall not exceed 5% of the number of shares outstanding (on a non-diluted basis) from time to time, unless disinterested shareholder approval is obtained pursuant to the policies of the TSX Venture Exchange ("**TSXV**") or any stock exchange or regulatory authority having jurisdiction over the securities of the Corporation.

The maximum number of shares which may be issuable to all Insiders (as defined herein) at any time under this Option Plan together with any other Share Compensation Arrangement shall not exceed 10% of the shares outstanding (on a non-diluted basis) from time to time. The number of shares issued to Insiders within any one year period pursuant to all of the Corporation's Security Based Compensation Arrangements shall not exceed 10% of the number of outstanding shares on a non-diluted basis.

The maximum number of shares which may be issuable to any one Consultant (as defined herein) within any one year period under this Option Plan together with any other Share Compensation Arrangement shall not exceed 2% of the shares outstanding on a non-diluted basis.

The maximum number of shares which may be issuable to all Investor Relations Employee (as defined herein) within any one year period, under this Option Plan together with any other Share Compensation Arrangement shall not exceed 2% of the shares outstanding on a non-diluted basis.

No options can be granted under the Option Plan if the Corporation is on notice from the TSXV to transfer its listed shares to the NEX (as defined herein) or while the Corporation's shares trade on the NEX.

For the purpose of this Option Plan, "**Insider**" shall have the meaning ascribed to such term in the TSXV Corporate Finance Manual. For the purposes of this Option Plan, "NEX" means separate board of the TSXV for companies previously listed on the TSXV or the Toronto Stock Exchange which have failed to maintain compliance with the ongoing financial listing standards of those markets. For the purposes of this Option Plan "NEX Policies" means the rules and policies of the NEX as amended from time to time. For the purposes of this Option Plan, "Security Based Compensation Arrangements" means a stock option, stock option plan, restricted share unit plan, deferred share unit plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of shares to one or more service providers for the Corporation, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise and any other equity-based compensation plan in effect from time to time. For the purposes of this Option Plan "TSXV Corporate Finance Manual" means the rules and policies of the TSXV as amended from time to time.

Section 4 Eligibility

Options shall be granted only to service providers for the Corporation. The term "service providers" for the Corporation means: (a) any full or part-time employee ("**Employee**") or officer, or insider of the Corporation or any of its subsidiaries; (b) any other person employed by a company or individual providing management services to the Corporation ("**Management Company Employee**"); (c) any other person or company engaged to provide ongoing consulting services for the Corporation or any entity controlled by the Corporation ("**Consultant**"); (d) any individual engaged to provide services that promote the purchase or sale of the issued securities ("**Investor Relations Employee**"); and (e) also includes a corporation, 100% of the share capital of which is beneficially owned by one or more service providers (any person in (a) (b), (c), (d) or (e) hereinafter referred to as an "**Eligible Person**"); and (f) any registered retirement savings plan established by such Eligible Person, or any corporation controlled by such Eligible Person, the issued and outstanding voting shares of which are, and will continue to be, beneficially owned, directly or indirectly, by such Eligible Person and/or the spouse, children and/or grandchildren of such Eligible Person.

For stock options to Employees, Consultants or Management Company Employees, the Corporation must represent that the optionee is a bona fide Employee, Consultant or Management Company Employee as the case may be. The terms "insider", "controlled" and "subsidiaries" shall have the meanings ascribed thereto in the *Securities Act* (Ontario) from time to time. Subject to the foregoing, the board of directors or Committee, as applicable, shall have full and final authority to determine the persons who are to be granted options under this Option Plan and the number of shares subject to each option. In addition, the participation of non-employee directors in this Option Plan shall be subject to the following limitations: (a) grants to any individual non-employee director of the Corporation under this Option Plan, when combined with grants under all of the other security-based compensation arrangements of the Corporation, shall not exceed \$150,000 annually, with no more than \$100,000 in grant date value provided in the form of options under this Option Plan; and (b) the aggregate number of shares made available for issuance from treasury to all non-employee directors under this Option Plan, when combined with grants under all other security-based compensation arrangements of the shares, shall not exceed one percent (1%) of the total issued and outstanding shares of the Corporation.

Section 5 Price

The purchase price (the "**Price**") for the shares of the Corporation under each option shall be determined by the board of directors or Committee, as applicable, on the basis of the market price at the time the option is granted, where "market price" shall mean the closing price of the shares of the Corporation on the TSXV or another stock exchange or dealing network where the majority of the trading volume or value of the shares occurs, on the date immediately preceding the date of the option grant in question, subject to applicable laws and regulations, and where there is no such closing price or trade on the prior trading day, "market price" shall mean the average of the most recent bid and ask of the shares of the Corporation on

any stock exchange on which the shares are listed or dealing network on which the shares of the Corporation trade.

In the event the shares are listed on the TSXV, in no event shall the Price be less than the Discounted Market Price, provided that (except for the exception outlined below) if options are granted within 90 days of a distribution of shares (or shares and other securities) of the Corporation by way of a prospectus, the minimum Price of those options will be the greater of the Discounted Market Price and the per share price paid by the public investors for shares acquired under the distribution. The 90 day period shall be calculated from the date a final receipt is issued for the prospectus unless the prospectus qualifies the distribution of shares underlying special warrants, in which case the 90 day period shall be calculated from the date of closing of the private placement of special warrants. Notwithstanding the foregoing, in certain circumstances, such as when an option is offered to an individual as an inducement to secure employment, the Price may be otherwise determined but only with the prior consent of the TSXV.

For the purposes of this Option Plan, "Discounted Market Price" means the market price less the following maximum discounts based on closing price (and subject, notwithstanding the application of any such maximum discount, to a minimum price per share of \$0.05):

Closing Price	Discount
Up to \$0.50	25%
\$0.51 to \$2.00	20%
Above \$2.00	15%

Section 6 Period of Option and Rights to Exercise

Subject to the provisions of this Section 6 and Sections 7, 8, 9 and 16 below, options will be exercisable in whole or in part, and from time to time, during the currency thereof. Options shall not be granted for a term exceeding the later of (i) ten years following the date of grant thereof; and (ii) the date which is the tenth business day following the conclusion of a self-imposed blackout period of the Corporation which is in effect on the date which is ten years following the date of grant thereof. The shares to be purchased upon each exercise of any option (the "**optioned shares**") shall be paid for in full at the time of such exercise. Except as provided in Sections 7, 8, 9 and 17 below, no option which is held by a service provider may be exercised unless the optionee is then a service provider for the Corporation.

Section 7 Cessation of Provision of Services

Subject to Section 9 below, if any optionee who is a service provider shall cease to be a service provider for the Corporation for any reason (except as otherwise provided in Sections 8 or 9 below) (whether or not for cause) the optionee may, but only within the period of ninety days, or thirty days if the service provider is an Investor Relations Employee, next succeeding such cessation and in no event after the expiry date of the optionee's option, exercise the optionee's options which have vested as of the date of such cessation, unless such period is extended as provided in Section 9 below or reduced in accordance with any agreement pursuant to which the option is granted. For greater certainty, no options shall vest following the date upon which an optionee who is a service provider shall cease to be a service provider of the Corporation for any reason, unless otherwise approved by the board of directors.

Section 8 Death of Optionee

Subject to Section 9 below, in the event of the death of an optionee during the currency of the optionee's option, the option theretofore granted to the optionee shall be exercisable within, but only within, the period of one year next succeeding the optionee's death and in no event after the expiry date of the option. Before expiry of an option under this Section 8, the board of directors or Committee, as applicable, shall notify the optionee's representative in writing of such expiry.

Section 9 Extension of Option

- (a) In addition to the provisions of Sections 7 and 8, the board of directors or Committee, as applicable, may extend the period of time within which an option held by a deceased optionee may be exercised or within which an option may be exercised by an optionee who has ceased to be a service provider for the Corporation, but such an extension shall not be granted beyond the original expiry date of the option. Any extensions of options granted under this Option Plan are subject to applicable regulatory approval.
- (b) Subject to the approval of the TSXV, if required, the board of directors shall have the right to adjust the exercise period of any portion of any option which remains unvested.

Section 10 Non-Assignability and Non-Transferability of Option

An option granted under this Option Plan shall be non-assignable and non-transferable by an optionee otherwise than by will or by the laws of descent and distribution, and such option shall be exercisable, during an optionee's lifetime, only by the optionee.

Section 11 Adjustments in Shares Subject to Plan

The aggregate number and kind of shares available under this Option Plan shall be appropriately adjusted in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Corporation. The options granted under this Option Plan may contain such provisions as the board of directors, or Committee, as applicable, may determine with respect to adjustments to be made in the number and kind of shares covered by such options and in the option price in the event of any such change. If there is a reduction in the exercise price or an extension of the term of the options of an insider of the Corporation under any circumstances, the Corporation will be required to obtain approval from disinterested shareholders.

Section 12 Amendment and Termination of this Stock Option Plan

- (a) The board of directors or Committee may from time to time amend, suspend or terminate (or re-instate) this Option Plan in whole or in part, and without shareholder approval; provided however, that no such amendment may materially and adversely affect any option previously granted to an optionee without the consent of the optionee, except to the extent required by law. Any such amendment shall be subject to the receipt of requisite regulatory approval including, without limitation, the approval of any stock exchange upon which the shares may trade from time to time; provided, however, that no such amendment may: (i) increase the maximum number of shares that may be optioned under this Option Plan; (ii) change the manner of determining the minimum Price; or (iii) effect a reduction in the exercise price or extension of the term of any options; (iv) remove or exceed the insider participation limit prescribed by the TSXV Corporate Finance Manual; (v) broaden the definition of Eligible Person under this Option Plan; (vi) broaden or increase the annual participation limit of any non-employee director of the Corporation under this Option Plan; (vii) permit an optionee to transfer options granted under this Option Plan to another person that is not under such optionee's ownership or control; or (viii) modify this amendment provision, unless shareholder and regulatory approval is obtained. Any amendments to the terms of an option under this Option Plan shall also require regulatory approval, including without limitation, the approval of any stock exchange upon which the shares may trade from time to time.
- (b) For greater certainty, the board of directors or Committee may make the following amendments without seeking the approval of the shareholders of the Corporation:
 - (i) amendments to this Option Plan to rectify typographical errors and/or to include clarifying provisions for greater certainty;

- (ii) amendments to the vesting provisions of a security or this Option Plan, subject to prior written approval of the TSXV, if applicable;
 - (iii) amendments to the termination provisions of a security or this Option Plan which does not entail an extension beyond the original expiry date thereof, subject to prior written approval of the TSXV, if applicable;
 - (iv) amendments necessary as a result of changes in securities laws and other laws applicable to the Corporation;
 - (v) if the Corporation becomes listed or quoted on a stock exchange or stock market senior to the TSXV, it may make such amendments as may be required by the policies of such senior stock exchange or stock market;
 - (vi) amendments to the exercise price (so long as any reduction does not cause the exercise price to go below the current "**market price**" as defined in Section 5 hereof) unless such amendment would benefit "**insiders**" as defined in the *Securities Act* (Ontario); and
 - (vii) amendments that reduce, and do not increase, the benefits of this Option Plan to service providers.
- (c) Subject to this Section 12 and the rules of the TSXV, the exercise price of an option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the option, the date the shares commenced trading on the TSXV, and the date of the last amendment of the exercise price.
 - (d) An option must be outstanding for at least one year before the Corporation may extend its term, subject to the limits contained in Section 6.
 - (e) Any proposed amendment to the terms of an option is subject to the rules of the TSXV.

Section 13 Terms or Amendments Requiring Disinterested Shareholder Approval

The Corporation shall obtain disinterested shareholder approval prior to any of the following actions becoming effective:

- (a) the Option Plan, together with all of the Corporation's other Security Based Compensation Arrangements, could result at any time in:
 - (i) the number of shares reserved for issuance under options granted to Insiders exceeding 10% of the outstanding shares;
 - (ii) the grant to Insiders within a twelve-month period of a number of options exceeding 10% of the outstanding shares; and
 - (iii) the issuance to any one service provider, within a 12-month period, of a number of shares exceeding 5% of outstanding shares; or
- (b) any reduction in the exercise price of an option previously granted to Insiders.

Section 14 Effective Date of the Plan

This Option Plan becomes effective on the date of its approval by the shareholders of the Corporation.

Section 15 Evidence of Options

Each option granted under this Option Plan shall be embodied in a written option agreement between the Corporation and the optionee which shall give effect to the provisions of this Option Plan.

Section 16 Exercise of Option

Subject to the provisions of this Option Plan and the particular option, an option may be exercised from time to time by delivering to the Corporation at its registered office a written notice of exercise specifying the number of shares with respect to which the option is being exercised and accompanied by payment in cash or certified cheque for the full amount of the purchase price of the shares then being purchased.

Upon receipt of a certificate of an authorized officer directing the issue of shares purchased under this Option Plan, the transfer agent is authorized and directed to issue and countersign share certificates for the optioned shares in the name of such optionee or the optionee's legal personal representative or as may be directed in writing by the optionee's legal personal representative. Such certificate issued will bear a legend stipulating any resale restrictions required under applicable securities laws. Further, if the Corporation is a Tier 2 or NEX Issuer, or the exercise price is set below the then current market price of the shares on the TSXV, the certificate will also bear a legend stipulating that the option shares are subject to a four-month TSXV hold period commencing on the date of the grant of the option.

Notwithstanding any other provision herein, no options may be exercised during any self-imposed blackout period of the Corporation. In the event that the expiry date of an option falls within any such self-imposed blackout period, such expiry date shall be the date which is the tenth business day following the conclusion of such blackout period of the Corporation.

Section 17 Vesting Restrictions

Options issued under this Option Plan may vest at the discretion of the board of directors or Committee, as applicable, provided that the number of shares which may be acquired pursuant to this Option Plan shall not exceed a specified number or percentage during the term of the option, other than in respect of any particular options granted to an Investor Relations Employee, which will vest in stages over twelve months with no more than one quarter (1 / 4) of such option vesting in any three month period.

Section 18 Notice of Sale of all or Substantially all Shares or Assets

If at any time when an option granted under this Option Plan remains unexercised with respect to any optioned shares:

- (a) the Corporation seeks approval from its shareholders for a transaction which, if completed, would constitute an Acceleration Event; or
- (b) a third party makes a bona fide formal offer or proposal to the Corporation or its shareholders which, if accepted, would constitute an Acceleration Event;

the Corporation shall, subject to TSXV approval, if required, notify the optionee in writing of such transaction, offer or proposal as soon as practicable and, provided that the board of directors or Committee, as applicable, has determined that no adjustment shall be made pursuant to Section 11 hereof, (i) the board of directors or Committee, as applicable, may permit the optionee to exercise the option granted under this Option Plan, as to all or any of the optioned shares in respect of which such option has not previously been exercised (regardless of any vesting restrictions), during the period specified in the notice (but in no event later than the expiry date of the option), so that the optionee may participate in such transaction, offer or proposal; and (ii) the board of directors or Committee, as applicable, may require the acceleration of the time for the exercise of the said option and of the time for the fulfilment of any conditions or restrictions on such exercise.

For these purposes, an Acceleration Event means the occurrence of any one or more of the following events:

- (a) the Corporation is not the surviving entity in a merger, amalgamation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Corporation);
- (b) the Corporation sells all or substantially all of its assets to any other person or entity (other than a wholly-owned subsidiary of the Corporation);
- (c) the Corporation is to be dissolved and liquidated;
- (d) any person, entity or group of persons, or entities acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) more than 30% of the Corporation's outstanding voting securities; or
- (e) as a result of or in connection with (A) the contested election of directors or (B) a transaction referred to above whereby the persons who were directors of the Corporation before such election or transaction shall cease to constitute a majority of the board of directors of the Corporation.

Section 19 Rights Prior to Exercise

An optionee shall have no rights whatsoever as a shareholder in respect of any of the optioned shares (including any right to receive dividends or other distributions therefrom or thereon) other than in respect of optioned shares in respect of which the optionee shall have exercised the option to purchase hereunder and which the optionee shall have actually taken up and paid for.

Section 20 Governing Law

This Option Plan shall be construed in accordance with and be governed by the laws of the Province of Ontario and shall be deemed to have been made in said Province, and shall be in accordance with all applicable securities laws.

Section 21 Expiry of Option

On the expiry date of any option granted under this Option Plan, and subject to any extension of such expiry date permitted in accordance with this Option Plan, such option hereby granted shall forthwith expire and terminate and be of no further force or effect whatsoever as to such of the optioned shares in respect of which the option has not been exercised.

Section 22 Options not Exercised

In the event an option granted under the Option Plan expires unexercised or is terminated by reason of dismissal of the optionee for cause or is otherwise lawfully cancelled prior to exercise of the option, the option shares that were issuable thereunder will be returned to the Option Plan and will be eligible for reissuance.

***First Adopted by the Shareholders of O3 Mining Inc. on June 28, 2019.
Adopted by the Board of Directors of O3 Mining Inc. on July 5, 2019.***

SCHEDULE B

BOARD CHARTER

The term "**Corporation**" herein shall refer to O3 Mining Inc. and the term "**Board**" shall refer to the Board of Directors of the Corporation.

1. GENERAL

The Board assumes responsibility for the stewardship of the Corporation.

Although Directors may be nominated by certain persons to bring special expertise or a point of view to Board deliberations, they are not chosen to represent a particular constituency. The best interests of the Corporation must be paramount at all times.

2. RESPONSIBILITIES

As an integral part of that stewardship responsibility, the Board is responsible for the following matters (either itself, or through duly appointed and constituted committees of the Board in accordance with applicable laws):

- (a) The Board has primary responsibility for the development and adoption of the strategic direction of the Corporation. The Board contributes to the development of strategic direction by approving, at least annually, a strategic plan developed and proposed by management. The plan will take into account the business opportunities and business risks of the Corporation. The Board reviews with management from time to time the strategic planning environment, the emergence of new opportunities, trends and risks and the implications of these developments for the strategic direction of the Corporation. The Board reviews and approves the Corporation's financial objectives, plans and actions, including significant capital allocations and expenditures.
- (b) The Board monitors corporate performance against the strategic and business plans, including assessing operating results to evaluate whether the business is being properly managed.
- (c) The Board identifies the principal business risks of the Corporation and ensures that there are appropriate systems put in place to manage these risks.
- (d) The Board monitors and ensures the integrity of the internal controls and procedures (including adequate management information systems) and financial reporting procedures of the Corporation.
- (e) The Board is responsible for ensuring appropriate standards of corporate conduct including, adopting a corporate conduct and ethics policy for all employees and senior management, and monitoring compliance with such policy, if appropriate.
- (f) The Board is responsible for the review and approval of annual financial statements, management's discussion and analysis related to such financial statements, and forecasts.
- (g) The Board is responsible for reviewing the compensation of members of the Board to ensure that the compensation realistically reflects the responsibilities and risks involved in being an effective director and for reviewing the compensation of members of the senior management team to ensure that they are competitive within the industry and that the form of compensation aligns the interests of each such individual with those of the Corporation.

- (h) The Board reviews and approves material transactions not in the ordinary course of business.
- (i) The Board reviews and approves the budget on an annual basis, including the spending limits and authorizations, as recommended by the Audit Committee.
- (j) The Board ensures that appropriate succession planning is in place, including the appointment, training and monitoring of senior management and members of the Board.
- (k) The Board is responsible for assessing its own effectiveness in fulfilling its mandate and evaluating the relevant disclosed relationships of each independent director and shall make an affirmative determination that such relationships do not preclude a determination that the director is independent.
- (l) The Board approves a disclosure policy that includes a framework for investor relations and a public disclosure policy.
- (m) The Board is responsible for satisfying itself as to the integrity of the Chief Executive Officer (the "**CEO**") and other senior officers and that the CEO and other senior officers create a culture of integrity throughout the organization. The Board is responsible for developing and approving goals and objectives, which the CEO is responsible for meeting.
- (n) The Board is responsible for developing the Corporation's approach to corporate governance principles and guidelines that are specifically applicable to the Corporation.
- (o) The Board is responsible for performing such other functions as prescribed by law or assigned to the Board in the Corporation's governing documents.

3. COMPOSITION AND OPERATION OF THE BOARD

3.1 Election of Directors

- (a) The directors of the Corporation are elected each year by the shareholders at the annual meeting of shareholders. The Board will determine a slate of nominees to be put to the shareholders for election based upon the following considerations and such other factors the Board considers relevant:
 - (i) the competencies and skills which the Board as a whole should possess;
 - (ii) the competencies and skills which each existing director possesses; and
 - (iii) the appropriate size of the Board to facilitate effective decision-making.
- (b) Any shareholder may propose a nominee for election to the Board either by means of a shareholder proposal upon compliance with the requirements of the *Business Corporations Act* (Ontario) ("**OBCA**") and the Corporation's by-laws or at the annual meeting in compliance with the requirements of the OBCA and the Corporation's by-laws.
- (c) The Board also recommends the number of directors on the Board to shareholders for approval, subject to compliance with the requirements of the OBCA and the Corporation's by-laws.
- (d) Between annual meetings, the Board may appoint directors to serve until the next annual meeting, subject to compliance with the requirements of the OBCA.

- (e) Individual Board members are responsible for assisting the Board in identifying and recommending new nominees for election to the Board, as needed or appropriate.

3.2 Nomination of Directors

The Board, the Corporate Governance & Nominating Committee and the individual directors from time to time, will identify and recommend new nominees as directors of the Corporation, based upon the following considerations:

- (a) the competencies and skills necessary for the Board as a whole to possess;
- (b) the competencies and skills necessary for each individual director to possess;
- (c) competencies and skills which each new nominee to the Board is expected to bring; and
- (d) whether the proposed nominees to the Board will be able to devote sufficient time and resources to the Corporation.

3.3 Director Orientation and Continuing Education

The Board, together with the Corporate Governance & Nominating Committee is responsible for providing a comprehensive orientation and education program for new directors which deals with the following matters and such other matters the Board considers relevant:

- (a) the role of the Board and its committees;
- (b) the nature and operation of the business of the Corporation; and
- (c) the contribution individual directors are expected to make to the Board in terms of both time and resource commitments.

In addition, the Board together with the Corporate Governance & Nominating Committee is also responsible for providing continuing education opportunities to existing directors so that individual directors can maintain and enhance their abilities and ensure that their knowledge of the business of the Corporation remains current, at the request of any individual director.

3.4 Meetings

The Board has at least four scheduled meetings a year. The Board is responsible for its agenda. Prior to each Board meeting, a Board member shall circulate an agenda to the Board. Materials for each meeting will be distributed to directors in advance of the meetings. Directors are expected to make reasonable efforts to attend all meetings of the Board held in a given year, and are expected to make reasonable efforts to adequately review meeting materials in advance of all such meetings.

The independent directors or non-management directors shall meet at the end of each Board meeting without management and non-independent directors present. The chairman (the "**Chair**" or "**Chairman**") of the Board shall chair these meetings, unless the Chairman of the Board is not an independent director, in which case the Lead Director shall chair these meetings. If a Lead Director has not been appointed, or is not independent, the independent directors shall appoint a chairman to chair these meetings. The independent directors shall appoint a person to maintain minutes of the meetings or, if no person is so appointed, the chair of the meeting shall maintain minutes of the meeting.

3.5 Committees of the Board

The Board has established the following standing committees to assist the Board in discharging its responsibilities: the Audit Committee, the Corporate Governance & Nominating Committee, the Sustainable Development Committee, and the Compensation Committee. Special committees are established from time to time to assist the Board in connection with specific matters. The Board will appoint the members of each committee and may appoint the chair of each committee annually following the Corporation's annual meeting of shareholders. The chair of each committee reports to the Board following meetings of the committee. The terms of reference of each standing committee are reviewed annually by the Board.

3.6 Evaluation, Compensation and Access to Independent Advisors

The Corporate Governance & Nominating Committee performs an annual evaluation of the effectiveness of the Board as a whole and each committee of the Board.

The Compensation Committee recommends to the Board the compensation and benefits for non-management directors. The Committee seeks to ensure that such compensation and benefits reflect the responsibilities and risks involved in being a director of the Corporation and align the interests of the directors with the best interests of the Corporation.

The Board may at any time retain outside financial, legal or other advisors at the expense of the Corporation. Any director may, subject to the approval of the Corporate Governance & Nominating Committee, retain an outside advisor at the expense of the Corporation.

4. CHAIRMAN OF THE BOARD OF DIRECTORS

- (a) The Chairman of the Board shall be a director who is designated by the full Board to act as the leader of the Board.
- (b) The Chairman will be selected amongst the directors of the Corporation who have a sufficient level of experience with corporate governance issues to ensure the leadership and effectiveness of the Board.
- (c) The Chairman will be selected annually at the first meeting of the Board following the annual general meeting of shareholders.

4.2 Responsibilities

The Chairman shall have the following responsibilities. The Chairman may, where appropriate, delegate to or share with the Corporate Governance and Compensation Committee and/or any other independent committee of the Board, certain of these responsibilities:

- (a) chair all meetings of the Board in a manner that promotes meaningful discussion.
- (b) Provide leadership to the Board to enhance the Board's effectiveness, including:
 - (i) ensure that the responsibilities of the Board are well understood by both management and the Board;
 - (ii) ensure that the Board works as a cohesive team with open communication;
 - (iii) ensure that the resources available to the Board (in particular timely and relevant information) are adequate to support its work;

- (iv) together with the Corporate Governance and Compensation Committee, ensure that a process is in place by which the effectiveness of the Board and its committees (including size and composition) is assessed at least annually; and
 - (v) together with the Corporate Governance and Compensation Committee, ensure that a process is in place by which the contribution of each individual director to the effectiveness of the Board is assessed at least annually.
- (c) Manage the Board, including:
 - (i) prepare the agenda of the Board meetings and ensure pre-meeting material is distributed in a timely manner and is appropriate in terms of relevance, efficient format and detail;
 - (ii) adopt procedures to ensure that the Board can conduct its work effectively and efficiently, including committee structure and composition, scheduling, and management of meetings;
 - (iii) ensure meetings are appropriate in terms of frequency, length and content;
 - (iv) ensure that, where functions are delegated to appropriate committees, the functions are carried out and results are reported to the Board;
 - (v) ensure that a succession planning process is in place to appoint senior members of management and directors when necessary;
 - (vi) ensure procedures are established to identify, assess and recommend new nominees for appointment to the Board and its committees; and
 - (vii) together with any special committee appointed for such purpose, approach potential candidates once potential candidates are identified, to explore their interest in joining the Board and proposing new nominees for appointment to the Board and its committees.
- (d) If the Chairman is an independent director, the Chairman will:
 - (i) in conjunction with the chair of the Corporate Governance & Nominating Committee, provide leadership to ensure that the Board functions independently of management of the Corporation;
 - (ii) chair meetings of independent directors or non-management directors held following Board meetings;
 - (iii) recommend, where necessary, the holding of special meetings of the Board;
 - (iv) review items of importance for consideration by Board with the CEO;
 - (v) consult and meet with any or all of the Corporation's independent directors, at the discretion of either party and represent such directors in discussions with management of the Corporation concerning corporate governance issues and other matters;
 - (vi) ensure that all business required to come before the Board is brought before the Board, such that the Board is able to carry out all of its duties to supervise the

management of the business and affairs of the Corporation, and together with the CEO, formulate an agenda for each Board meeting;

- (vii) together with the chair of the Corporate Governance & Nominating Committee, ensure that the Board, committees of the Board, individual directors and senior management of the Corporation understand and discharge their duties and obligations under the approach to corporate governance adopted by the Board from time to time;
 - (viii) mentor and counsel new members of the Board to assist them in becoming active and effective directors;
 - (ix) facilitate the process of conducting director evaluations; and
 - (x) promote best practices and high standards of corporate governance.
- (e) Act as liaison between the Board and management to ensure that relationships between the Board and management are conducted in a professional and constructive manner. This involves working with the Corporate Governance & Nominating Committee to ensure that the Corporation is building a healthy governance culture.
- (f) At the request of the Board, represent the Corporation to external groups such as shareholders and other stakeholders, including community groups and governments.

5. LEAD DIRECTOR

- (a) The Board will appoint a Lead Director in circumstances in which the Chairman of the Board is not considered independent under applicable securities laws, in order to provide independent leadership to the Board and for the other purposes set forth below.
- (b) When the Chair is independent, the Board may in its sole discretion designate from time to time a Lead Director who is not independent to assist the Board in its functioning.
- (c) The Corporate Governance & Nominating Committee will recommend a candidate for the position of Lead Director from among the independent members of the Board. The Board will be responsible for appointing the Lead Director.
- (d) The Lead Director will hold office at the pleasure of the Board, until a successor has been duly elected or appointed or until the Lead Director resigns or is otherwise removed from the office by the Board.
- (e) The Lead Director will provide independent leadership to the Board and will facilitate the functioning of the Board independently of the Corporation's management. Together with the chair of the Corporate Governance & Nominating Committee, the Lead Director will be responsible for the corporate governance practices of the Corporation.
- (f) The Lead Director will:
 - (i) in conjunction with the chair of the Corporate Governance & Nominating Committee, provide leadership to ensure that the Board functions independently of management of the Corporation;
 - (ii) chair meetings of independent directors or non-management directors held following Board meetings;

- (iii) in the absence of the Chairman, act as chair of meetings of the Board;
- (iv) recommend, where necessary, the holding of special meetings of the Board;
- (v) review with the Chairman and the CEO items of importance for consideration by Board;
- (vi) consult and meet with any or all of the Corporation's independent directors, at the discretion of either party and with or without the attendance of the Chairman, and represent such directors in discussions with management of the Corporation concerning corporate governance issues and other matters;
- (vii) together with the Chairman, ensure that all business required to come before the Board is brought before the Board, such that the Board is able to carry out all of its duties to supervise the management of the business and affairs of the Corporation, and together with the Chairman and the CEO, formulate an agenda for each Board meeting;
- (viii) together with the Chairman and the chair of the Corporate Governance & Nominating Committee, ensure that the Board, committees of the Board, individual directors and senior management of the Corporation understand and discharge their duties and obligations under the approach to corporate governance adopted by the Board from time to time;
- (ix) mentor and counsel new members of the Board to assist them in becoming active and effective directors;
- (x) facilitate the process of conducting director evaluations;
- (xi) promote best practices and high standards of corporate governance; and
- (xii) perform such other duties and responsibilities as may be delegated to the Lead Director by the Board from time to time.

6. ACCOUNTABILITIES OF INDIVIDUAL DIRECTORS

The accountabilities set out below are meant to serve as a framework to guide individual Directors in their participation on the Board, with a view to enabling the Board to meet its duties and responsibilities.

Principal accountabilities include:

- (a) assuming a stewardship role, overseeing the management of the business and affairs of the Corporation;
- (b) maintaining a clear understanding of the Corporation, including its strategic and financial plans and objectives, emerging trends and issues, significant strategic initiatives and capital allocations and expenditures, risks and management of those risks, internal systems, processes and controls, compliance with applicable laws and regulations, governance, audit and accounting principles and practices;
- (c) preparing for each Board and Committee meeting by reviewing materials that have been provided in a timely manner and requesting, where appropriate, information that will allow the Director to properly participate in the Board's deliberations, make informed business judgments, and exercise oversight;

- (d) absent a compelling reason, attending every meeting of the Board and each Committee of which such Director is a member, and actively participating in deliberations and decisions. When attendance is not possible a Director should become familiar with the matters to be covered at the meeting;
- (e) voting on all decisions of the Board or any Committees of which such Director is a member, except when a conflict of interest may exist;
- (f) preventing personal interests from conflicting with, or appearing to conflict with, the interests of the Corporation and disclosing details of such conflicting interests should they arise; and
- (g) acting in the highest ethical manner and with integrity in all professional dealings.

7. MANDATE REVIEW

The Board will annually review and reassess the adequacy of this Board Charter.

SCHEDULE C

AUDIT COMMITTEE CHARTER

The term "**Corporation**" herein shall refer to O3 Mining Inc. and the term "**Committee**" shall refer to the Audit Committee of the Corporation.

1. PURPOSE

The Committee is a committee of the Board of Directors (the "**Board**"). Its primary function shall be to assist the Board in fulfilling its oversight responsibilities with respect to financial reporting and disclosure requirements, the overall maintenance of the systems of internal controls that management has established and the overall responsibility for the Corporation's external and internal audit processes. The Committee's primary duties and responsibilities are to:

- (a) conduct such reviews and discussions with management and the external auditors relating to audit and financial reporting as are deemed appropriate by the Committee;
- (b) assess the integrity of internal controls and financial reporting procedures of the Corporation and ensure implementation of such controls and procedures;
- (c) review the quarterly and annual financial statements and management's discussion and analysis of the Corporation's financial position and operating results and in the case of the annual financial statements and related management's discussion and analysis, report thereon to the Board for approval of same;
- (d) select and monitor the independence and performance of the Corporation's external auditors, including attending private meetings with the external auditors and reviewing and approving all renewals or dismissals of the external auditors and their remuneration; and
- (e) provide oversight of all disclosure relating to, and information derived from, financial statements, management's discussion and analysis and information.

The Committee shall have the power to conduct or authorize investigations appropriate to its responsibilities, and it may request the external auditors, as well as any officer or employee of the Corporation, its external legal counsel or external auditor to attend a meeting of the Committee or to meet with any member(s) or advisors of the Committee.

The Committee shall have unrestricted access to the books and records of the Corporation and has the authority to retain, at the expense of the Corporation, special legal, accounting, or other consultants or experts to assist in the performance of the Committee's duties.

The Committee shall be accountable to the Board. In the course of fulfilling its specific responsibilities hereunder, the Committee shall maintain an open communication between the Corporation's outside auditor and the Board. The responsibilities of a member of the Committee shall be in addition to such member's duties as a member of the Board.

The Committee has the duty to determine whether the Corporation's financial disclosures are complete, accurate, are in accordance with international financial reporting standards ("**IFRS**") and fairly present the financial position and risks of the organization. The Committee should, where it deems appropriate, resolve disagreements, if any, between management and the external auditor, and review compliance with laws and regulations and the Corporation's own policies.

The Committee will provide the Board with such recommendations and reports with respect to the financial disclosures of the Corporation, as it deems advisable.

The Committee shall review and assess the adequacy of this Charter annually and submit any proposed revisions to the Board for approval.

In fulfilling its responsibilities, the Committee will carry out the specific duties set out in this Charter.

2. AUTHORITY OF THE AUDIT COMMITTEE

The Committee shall have the authority to:

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

3. MEMBERSHIP AND COMPOSITION

The Committee and its membership shall meet all applicable legal, regulatory and listing requirements, including, without limitation, those of the Ontario Securities Commission ("**OSC**"), the Toronto Stock Exchange ("**TSX**"), the *Ontario Business Corporations Act* ("**OBCA**") and all applicable securities regulatory authorities.

- (a) The Committee shall be composed of three or more directors as shall be designated by the Board from time to time. Unless a chair (the "**Chair**") is elected by the Board, the members of the Committee shall designate from amongst themselves by an affirmative vote of the majority of the full Committee a member who shall serve as Chair. The position description and responsibilities of the Chair are set out in Schedule A attached hereto.
- (b) Each member of the Committee shall be "**independent**" and "**financially literate**", except as otherwise permitted under the limited exceptions as set out in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"). An "**independent**" director is a director who has no direct or indirect material relationship with the Corporation. A "**material relationship**" is a relationship which, in the view of the Board, could be reasonably expected to interfere with the exercise of the director's independent judgement or a relationship deemed to be a material relationship pursuant to Sections 1.4 and 1.5 of NI 52-110, as set out in Schedule B hereto. A "**financially literate**" director is a director who has 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 accounting issues that can be reasonably expected to be raised in the Corporation's financial statements.
- (c) Each member of the Committee shall sit at the pleasure of the Board, and in any event, only so long as he or she shall be independent. The Committee shall report to the Board.

4. MEETINGS OF THE COMMITTEE

- (a) The Committee shall meet at least quarterly, at the discretion of the Chair or a majority of its members, as circumstances dictate or as may be required by applicable legal or listing requirements. The quorum shall be reached when at least 50% of the members of the Committee are present, either in person or by telephone.
- (b) If within one hour of the time planned for a meeting of the Committee, a quorum is not present, the meeting shall stand adjourned to the same hour on the next business day following the date of such meeting and shall be at the same place. If at the adjourned

meeting a quorum as hereinbefore specified is not present within one hour of the time appointed for such adjourned meeting, such meeting shall stand adjourned to the same hour on the second business day following the date of such meeting and shall be at the same place. If at the second adjourned meeting a quorum as hereinbefore specified is not present, the quorum for the adjourned meeting shall consist of the members then present (a "**Reduced Quorum**").

- (c) If, and whenever a vacancy shall exist, the remaining members of the Committee may exercise all of its powers and responsibilities so long as a quorum remains in office or, if applicable, a Reduced Quorum is present in respect of a specific Committee meeting.
- (d) The time and place at which meetings of the Committee shall be held, and procedures at such meetings, shall be determined from time to time by the Committee. A meeting of the Committee may be called by letter, telephone, facsimile, email or other communication equipment, by giving at least 48 hours' notice, provided that no notice of a meeting shall be necessary if all of the members are present either in person or by means of conference telephone or if those absent have waived notice or otherwise signified their consent to the holding of such meeting.
- (e) Any member of the Committee may participate in the meeting of the Committee by means of conference telephone or other communication equipment, and the member participating in a meeting pursuant to this paragraph shall be deemed, for purposes hereof, to be present in person at the meeting.
- (f) The Committee shall keep minutes of its meetings, which shall be available for review by the Board at any time. The Committee may, from time to time, appoint any person who need not be a member, to act as a secretary at any meeting.
- (g) Any director of the Corporation may attend meetings of the Committee, and the Committee may invite such officers and employees of the Corporation and its subsidiaries as the Committee may see fit, from time to time, to attend at meetings of the Committee.
- (h) Any matters to be determined by the Committee shall be decided by a majority of votes cast at a meeting of the Committee called for such purpose. Actions of the Committee may be taken by an instrument or instruments in writing signed by all of the members of the Committee, and such actions shall be effective as though they had been decided by a majority of votes cast at a meeting of the Committee called for such purpose. The Committee shall report its determinations to the Board at the next scheduled meeting of the Board, or earlier as the Committee deems necessary. All decisions or recommendations of the Committee shall require the approval of the Board prior to implementation, other than those relating to non-audit services and annual audit fees which do not require the approval of the Board.
- (i) The Committee members will be elected annually at the first meeting of the Board following the annual general meeting of shareholders.
- (j) The Board may at any time amend or rescind any of the provisions hereof, or cancel them entirely, with or without substitution.

5. RESPONSIBILITIES

5.1 Financial Accounting and Reporting Processes and Internal Controls

- (a) The Committee shall review the annual audited and interim financial statements and related management's discussion and analysis before the Corporation publicly discloses

this information to satisfy itself that the financial statements are presented in accordance with applicable accounting principles and in the case of the annual audited financial statements and related management's discussion and analysis, report thereon and recommend to the Board whether or not same should be approved prior to their being filed with the appropriate regulatory authorities. With respect to the annual audited financial statements, the Committee shall discuss significant issues regarding accounting principles, practices, and judgments of management with management and the external auditors as and when the Committee deems it appropriate to do so. The Committee shall consider whether the Corporation's financial disclosures are complete, accurate, prepared in accordance with International Financial Reporting Standards and fairly present the financial position of the Corporation. The Committee shall also satisfy itself that, in the case of the annual financial statements, the audit function has been effectively carried out by the auditors and, in the case of the interim financial statements that the review function has been effectively carried out.

- (b) The Committee shall ensure internal control procedures are reviewed at least twice annually.
- (c) The Committee shall be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, management's discussion and analysis and annual and interim earnings press releases, and periodically assess the adequacy of these procedures in consultation with any disclosure committee of the Corporation.
- (d) The Committee shall review any press releases containing disclosure regarding financial information that are required to be reviewed by the Committee under any applicable laws or otherwise pursuant to the policies of the Corporation (including before the Corporation publicly discloses this information).
- (e) The Committee shall meet no less than annually with the external auditors and the Chief Financial Officer (the "**CFO**") or, in the absence of a CFO, with the officer of the Corporation in charge of financial matters, to review accounting practices, internal controls and such other matters as the Committee, CFO or, in the absence of a CFO, the officer of the Corporation in charge of financial matters, deem appropriate.
- (f) The Committee shall inquire of management and the external auditors about significant financial and internal control risks or exposures and assess the steps management has taken to minimize such risks.
- (g) The Committee shall review the post-audit or management letter, if any, containing the recommendations of the external auditors and management's response and subsequent follow-up to any identified weaknesses.
- (h) The Committee shall periodically review and make recommendations regarding the Business Conduct and Ethics Policy adopted by the Board;
- (i) The Committee shall follow procedures established as set out in the Whistleblower Policy of the Corporation, for:
 - (i) the receipt, retention, and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, auditing matters or violations to the Corporation's Business Conduct and Ethics Policy; and
 - (ii) the submission by employees, consultants, contractors, directors or officers of the Corporation, on a confidential and anonymous basis, of concerns regarding

questionable accounting, auditing matters or violations to the Corporation's Business Conduct and Ethics Policy.

- (j) The Committee shall ensure that management establishes and maintains an appropriate budget process, which shall include the preparation and delivery of periodic reports from the CFO to the Committee comparing actual spending to the budget. The budget shall include assumptions regarding economic parameters that are well supported and shall take into account the risks facing the Corporation.
- (k) The Committee shall provide oversight of the Corporation's policies, procedures and practices with respect to compliance with the *Extractive Sector Transparency Measures Act* (Canada) (the "**ESTMA**") and similar applicable legislation, and shall ensure compliance with such legislation. This shall include confirming that management has established and maintains appropriate record-keeping procedures with respect to payments made to all levels of government in Canada and abroad in connection with its exploration and development activities as prescribed by the ESTMA and similar applicable legislation, including the timely filing of requisite annual reports and ensuring the public accessibility of such reports. The Committee shall be responsible for monitoring and obtaining regular updates from management to ensure the maintenance of the Corporation's report filings under the ESTMA and similar applicable legislation.
- (l) The Committee shall have the authority to adopt such policies and procedures, as it deems appropriate to operate effectively.

6. INDEPENDENT AUDITORS

- (a) The Committee shall recommend to the Board the external auditors to be nominated for the purpose of preparing or issuing an auditors' report or performing other audit, review or attest services for the Corporation, shall set the compensation for the external auditors, provide oversight of the external auditors and shall ensure that the external auditors report directly to the Committee.
- (b) The Committee shall ensure that procedures are in place to assess the audit activities of the independent auditors and the internal audit functions.
- (c) The pre-approval of the Committee shall be required as further set out in Schedule C prior to the undertaking of any non-audit services not prohibited by law to be provided by the external auditors in accordance with this Charter.
- (d) The Committee shall monitor and assess the relationship between management and the external auditors and monitor, support and assure the independence and objectivity of the external auditors and attempt to resolve disagreements between management and the external auditors regarding financial reporting.
- (e) The Committee shall review the external auditors' audit plan, including the scope, procedures and timing of the audit.
- (f) The Committee shall review the results of the annual audit with the external auditors, including matters related to the conduct of the audit.
- (g) The Committee shall obtain timely reports from the external auditors describing critical accounting policies and practices, alternative treatments of information within International Financial Reporting Standards that were discussed with management, their ramifications, and the external auditors' preferred treatment and material written communications between the Corporation and the external auditors.

- (h) The Committee shall review fees paid by the Corporation to the external auditors and other professionals in respect of audit and non-audit services on an annual basis.
- (i) The Committee shall review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former auditors of the Corporation.
- (j) The Committee shall have the authority to engage the external auditors to perform a review of the interim financial statements.
- (k) Develop an annual work plan that ensure that the Committee carries out its responsibilities.

6.2 Other Responsibilities

The Committee shall perform any other activities consistent with this Charter and governing law, as the Committee or the Board deems necessary or appropriate.

SCHEDULE "A"
POSITION DESCRIPTION FOR THE CHAIRMAN OF THE AUDIT COMMITTEE

7. PURPOSE

The chairman (the "**Chairman**") of the Audit Committee (the "**Committee**") shall be an independent director who is elected by the board of directors (the "**Board**") or designated by majority vote of the Committee to act as the leader of the Committee in assisting the Board in fulfilling its financial reporting and control responsibilities to the shareholders of O3 Mining Inc. (the "**Corporation**").

8. WHO MAY BE CHAIRMAN

The Chairman will be selected from amongst the independent directors of the Corporation who have a sufficient level of financial sophistication and experience in dealing with financial issues to ensure the leadership and effectiveness of the Committee.

The Chairman will be selected annually at the first meeting of the Board following the annual general meeting of shareholders or designated by majority vote of the Committee.

9. RESPONSIBILITIES

The following are the primary responsibilities of the Chairman:

- (a) chair all meetings of the Committee in a manner that promotes meaningful discussion;
- (b) ensure adherence to the Committee's Charter and that the adequacy of the Committee's Charter is reviewed annually;
- (c) provide leadership to the Committee to enhance the Committee's effectiveness, including:
 - (i) act as liaison and maintain communication with the Board to optimize and co-ordinate input from directors, and to optimize the effectiveness of the Committee. This includes ensuring that Committee materials are available to any director upon request and reporting to the Board on all decisions of the Committee at the first meeting of the Board after each Committee meeting and at such other times and in such manner as the Committee considers advisable;
 - (ii) ensure that the Committee works as a cohesive team with open communication, as well as to ensure open lines of communication among the independent auditors, financial and senior management and the Board for financial and control matters;
 - (iii) ensure that the resources available to the Committee are adequate to support its work and to resolve issues in a timely manner;
 - (iv) ensure that the Committee serves as an independent and objective party to monitor the Corporation's financial reporting process and internal control systems, as well as to monitor the relationship between the Corporation and the independent auditors to ensure independence;
 - (v) ensure that procedures as determined by the Committee are in place to assess the audit activities of the independent auditors and the internal audit functions; and
 - (vi) ensure that procedures as determined by the Committee are in place to review the Corporation's public disclosure of financial information and assess the adequacy

of such procedures periodically, in consultation with any disclosure committee of the Corporation;

- (d) ensure that procedures as determined by the Committee are in place for dealing with complaints received by the Corporation regarding accounting, internal controls and auditing matters, and for employees to submit confidential anonymous concerns;
- (e) manage the Committee, including:
 - (i) adopt procedures to ensure that the Committee can conduct its work effectively and efficiently, including committee structure and composition, scheduling, and management of meetings;
 - (ii) prepare the agenda of the Committee meetings and ensure pre-meeting material is distributed in a timely manner and is appropriate in terms of relevance, efficient format and detail;
 - (iii) ensure meetings are appropriate in terms of frequency, length and content;
 - (iv) obtain a report from the independent auditors on an annual basis, review the report with the Committee and arrange meetings with the auditors and financial management to review the scope of the proposed audit for the current year, its staffing and the audit procedures to be used;
 - (v) oversee the Committee's participation in the Corporation's accounting and financial reporting process and the audits of its financial statements;
 - (vi) ensure that the auditor's report directly to the Committee, as representatives of the Corporation's shareholders;
 - (vii) annually review with the Committee its own performance, report annually to the Board on the role of the Committee and the effectiveness of the Committee in contributing to the effectiveness of the Board;
 - (viii) together with the Board, oversee the structure, composition and membership of, and activities delegated to, the Committee from time to time; and
- (f) perform such other duties as may be delegated from time to time to the Chairman by the Board.

SCHEDULE "B"
NATIONAL INSTRUMENT 52-110 AUDIT COMMITTEES ("NI 52-110")

E.1. Section 1.4 – Meaning of Independence

1. An audit committee member is independent if he or she has no direct or indirect material relationship with the issuer.
2. For the purposes of subsection (1), a **"material relationship"** is a relationship, which could, in the view of the issuer's board of directors, be reasonably expected to interfere with the exercise of a member's independent judgment.
3. Despite subsection (2), the following individuals are considered to have a material relationship with an issuer:
 - (a) an individual who is, or has been within the last three years, an employee or executive officer of the issuer;
 - (b) an individual whose immediate family member is, or has been within the last three years, an executive officer of the issuer;
 - (c) an individual who:
 - (i) is a partner of a firm that is the issuer's internal or external auditor,
 - (ii) is an employee of that firm, or
 - (iii) was within the last three years a partner or employee of that firm and personally worked on the issuer's audit within that time;
 - (d) an individual whose spouse, minor child or stepchild, or child or stepchild who shares a home with the individual:
 - (e) is a partner of a firm that is the issuer's internal or external auditor,
 - (f) is an employee of that firm and participates in its audit, assurance or tax compliance (but not tax planning) practice, or
 - (g) was within the last three years a partner or employee of that firm and personally worked on the issuer's audit within that time;
 - (h) an individual who, or whose immediate family member, is or has been within the last three years, an executive officer of an entity if any of the issuer's current executive officers serves or served at that same time on the entity's compensation committee; and
 - (i) an individual who received, or whose immediate family member who is employed as an executive officer of the issuer received, more than \$75,000 in direct compensation from the issuer during any 12 month period within the last three years.
4. Despite subsection (3), an individual will not be considered to have a material relationship with the issuer solely because:
 - (a) he or she had a relationship identified in subsection (3) if that relationship ended before March 30, 2004; or
 - (b) he or she had a relationship identified in subsection (3) by virtue of subsection (8) if that relationship ended before June 30, 2005.
5. For the purposes of clauses (3)(c) and (3)(d), a partner does not include a fixed income partner whose interest in the firm that is the internal or external auditor is limited to the receipt of fixed amounts of compensation (including deferred compensation) for prior service with that firm if the compensation is not contingent in any way on continued service.
6. For the purposes of clause (3)(f), direct compensation does not include:

- (a) remuneration for acting as a member of the board of directors or of any board committee of the issuer, and
 - (b) the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the issuer if the compensation is not contingent in any way on continued service.
 - 7. Despite subsection (3), an individual will not be considered to have a material relationship with the issuer solely because the individual or his or her immediate family member
 - (a) has previously acted as an interim chief executive officer of the issuer, or
 - (b) acts, or has previously acted, as a chair or vice-chair of the board of directors or of any board committee of the issuer on a part-time basis.
 - 8. For the purpose of section 1.4, an issuer includes a subsidiary entity of the issuer and a parent of the issuer.
- E.2. Section 1.5 – Additional Independence Requirements for Audit Committee Members**
- 9. Despite any determination made under section 1.4 of NI 52-110, an individual who
 - (a) accepts, directly or indirectly, any consulting, advisory or other compensatory fee from the issuer or any subsidiary entity of the issuer, other than as remuneration for acting in his or her capacity as a member of the board of directors or any board committee, or as a part-time chair or vice- chair of the board or any board committee; or
 - (b) is an affiliated entity of the issuer or any of its subsidiary entities, is considered to have a material relationship with the issuer.
 - 10. For the purposes of subsection (1), the indirect acceptance by an individual of any consulting, advisory or other compensatory fee includes acceptance of a fee by
 - (a) an individual's spouse, minor child or stepchild, or a child or stepchild who shares the individual's home; or
 - (b) an entity in which such individual is a partner, member, an officer such as a managing director occupying a comparable position or executive officer, or occupies a similar position (except limited partners, non-managing members and those occupying similar positions who, in each case, have no active role in providing services to the entity) and which provides accounting, consulting, legal, investment banking or financial advisory services to the issuer or any subsidiary entity of the issuer.
 - 11. For the purposes of subsection (1), compensatory fees do not include the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the issuer if the compensation is not contingent in any way on continued service.

SCHEDULE "C"
PROCEDURES FOR APPROVAL OF NON-AUDIT SERVICES

12. The Corporation's external auditors shall be prohibited from performing for the Corporation the following categories of non-audit services:
- (a) bookkeeping or other services related to the Corporation's accounting records or financial statements;
 - (b) appraisal or valuation services, fairness opinion or contributions-in-kind reports;
 - (c) actuarial services;
 - (d) internal audit outsourcing services;
 - (e) management functions;
 - (f) human resources;
 - (g) broker or dealer, investment adviser or investment banking services;
 - (h) legal services; and
 - (i) any other service that the Canadian Public Accountability Board or International Accounting Standards Board or other analogous board which may govern the Corporation's accounting standards, from time to time determines is impermissible.
13. In the event that the Corporation wishes to retain the services of the Corporation's external auditors for tax compliance, tax advice or tax planning, the Chief Financial Officer of the Corporation shall consult with the Chair of the Committee, who shall have the authority, subject to confirmation that such services will not compromise the independence of the Corporation's external auditors, to approve or disapprove on behalf of the Committee, such non-audit services. All other non-audit services shall be approved or disapproved by the Committee as a whole.

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

SCHEDULE D
EMPLOYEE SHARE PURCHASE PLAN

Section 1 Purpose of this ESP Plan

This ESP Plan provides Eligible Employees of the Corporation and its Designated Affiliates with a cost efficient vehicle to acquire Common Shares and participate in the equity of the Corporation through payroll deductions for the purposes of: (i) advancing the interests of the Corporation through the motivation, attraction and retention of employees and officers of the Corporation and its Designated Affiliates; and (ii) aligning the interests of the employees of the Corporation with those of the shareholders of the Corporation.

Section 2 Definitions; Construction and Interpretation

2.1 Definitions

For purposes of this ESP Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the words and terms contained in this Section 2.1 with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) **"Aggregate Contribution"** means, for any Eligible Employee, the aggregate of the Employee Contribution and the Corporation Contribution.
- (b) **"Base Annual Salary"** means the basic annual remuneration of an Eligible Employee from the Corporation and its Designated Affiliates exclusive of any overtime pay, bonuses or allowances of any kind whatsoever.
- (c) **"Board"** means the board of directors of the Corporation.
- (d) **"Change of Control"** means the occurrence of any one or more of the following events:
 - (i) the Corporation is not the surviving entity in a merger, amalgamation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Corporation); (ii) the Corporation sells all or substantially all of its assets to any other person or entity (other than a wholly-owned subsidiary of the Corporation); (iii) the Corporation is to be dissolved and liquidated; (iv) any person, entity or group of persons, or entities acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) more than 30% of the Corporation's outstanding voting securities; or (v) as a result of or in connection with (A) the contested election of directors or (B) a transaction referred to above whereby the persons who were directors of the Corporation before such election or transaction shall cease to constitute a majority of the Board.
- (e) **"Committee"** means the Directors or, if the Directors so determine in accordance with Section 3.1, the committee of the Directors authorized to oversee this ESP Plan which includes any compensation committee of the Board.
- (f) **"Common Share"** means a common share in the capital of the Corporation as presently constituted, as adjusted in accordance with Section 8.5.
- (g) **"Contribution Adjustment Form"** means the contribution adjustment form, in the form attached to this ESP Plan as Schedule B.

- (h) **"Corporation"** means O3 Mining Inc., a corporation existing under the *Business Corporations Act* (Ontario), or a successor thereto.
- (i) **"Corporation Contribution"** means, for any Eligible Employee, the amount that the Corporation credits (or notionally credits) to such Eligible Employee under this ESP Plan pursuant Section 5.2.
- (j) **"Designated Affiliates"** means the affiliates of the Corporation designated by the Committee for purposes of this ESP Plan from time to time.
- (k) **"Directors"** means the members of the Board from time to time.
- (l) **"Eligible Employees"** means permanent employees, and including both full-time and part-time salaried employees, of the Corporation or any Designated Affiliates of the Corporation; for purposes hereof, a "permanent" employee is an employee who has an Employment Contract with the Corporation or any Designated Affiliates for a term of at least a year.
- (m) **"Employee Contribution"** means, for any Eligible Employee, the amount that such Eligible Employee contributes under this ESP Plan pursuant Section 5.1(a) and Section 5.1(d), as applicable.
- (n) **"Employment Contract"** means any contract between the Corporation or any Designated Affiliates of the Corporation and any Eligible Employee relating to, or entered into in connection with, the employment of the Eligible Employee.
- (o) **"Enrolment and Contribution Election Form"** means the enrolment and contribution election form, in the form attached to this ESP Plan as Schedule A.
- (p) **"ESP Account"** means the account maintained by the Corporation for each Eligible Employee participating in this ESP Plan to be credited with notional grants of Common Shares for each Quarterly Period.
- (q) **"ESP Plan"** means this Employee Share Purchase Plan of the Corporation as set out herein, as it may be amended and varied from time to time.
- (r) **"Exchange"** means the TSX Venture Exchange.
- (s) **"Holding Period"** means a holding period applicable to the Common Shares issuable under this ESP Plan, as the Committee deems appropriate or as required under applicable securities laws.
- (t) **"Insider"** means an "insider" as defined in the Corporate Finance Manual of the Exchange, as amended from time to time.
- (u) **"Market Value"** means, on any date, the volume weighted average price of the Common Shares traded on the Exchange for the five (5) consecutive trading days prior to such date or, if the Common Shares are not then listed on the Exchange, on such other stock exchange as determined for that purpose by the Committee in its discretion.
- (v) **"NI 45-106"** means National Instrument 45-106 – *Prospectus Exemptions*.

- (w) **"Person"** means, unless the context otherwise requires or unless and to the extent otherwise limited or required by applicable law or rules of a stock exchange, any natural person, firm, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.
- (x) **"Quarterly Period"** means a quarterly three-month period during the Corporation's fiscal year as determined by the Corporation from time to time, with the first Quarterly Period in each fiscal year commencing on the first day of the fiscal year and continuing for three months thereafter, and each subsequent Quarterly Period in that fiscal year running for consecutive three month periods thereafter.
- (y) **"Retirement"** means, in respect of any Eligible Employee, such Eligible Employee ceasing to be eligible to participate in this ESP Plan after attaining the Retirement Age.
- (z) **"Retirement Age"** means 65 years of age, or as otherwise stipulated from time to time in the Corporation's retirement policy (as such policy may be established or revised from time to time at the discretion of Corporation and subject to applicable laws), or as otherwise determined by the Committee.
- (aa) **"Retirement Date"** means the date that an Eligible Employee ceases to be eligible to participate in this ESP Plan by reason of Retirement.
- (bb) **"Subsidiary"** shall mean any subsidiary of the Corporation from time to time.
- (cc) **"Termination"** or **"Terminated"** means (i) the termination of the employment of an Eligible Employee by the Corporation or a Designated Affiliate (with or without cause), or (ii) the cessation of the employment of an Eligible Employee with the Corporation or a Designated Affiliate as a result of the resignation, death or otherwise of an Eligible Employee other than in connection with the Retirement of an Eligible Employee.
- (dd) **"Withdrawal Form"** means the withdrawal form, in the form attached to this ESP Plan as Schedule C.

2.2 Construction and Interpretation

- (a) *Headings.* The headings of all Articles, Sections and Paragraphs in this ESP Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this ESP Plan. References to "Article", "Section" or "Paragraph" in this ESP Plan refer to an Article, Section or Paragraph in this ESP Plan unless expressly stated otherwise.
- (b) *Context and Construction.* Whenever the singular or masculine are used in this ESP Plan, the same shall be construed as being the plural or feminine or neuter or *vice versa* where the context so requires.
- (c) *References to this ESP Plan.* The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this ESP Plan as a whole and not to any particular Article, Section, Paragraph or other part hereof. In this ESP Plan, "including" and "includes" means including or includes, as the case may be, without limitation.

- (d) *Discretion.* Whenever the Committee has discretion to administer this ESP Plan, the term "discretion" means the sole and absolute discretion of the Committee.
- (e) *Unenforceability.* If any Article, Section, Paragraph or provision of this ESP Plan is determined to be void or unenforceable (in whole or in part), then such determination shall not affect the validity or enforceability of any other Article, Section, Paragraph or provision of this ESP Plan.
- (f) *Canadian Funds.* Unless otherwise specifically provided, all references to dollar amounts in this ESP Plan are references to lawful money of Canada.

Section 3 Administration of this ESP Plan

3.1 Delegation to Committee

All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by a resolution of the Board, be exercised by a committee of the Board comprised of not less than three (3) Directors, including any compensation committee of the Board.

3.2 Administration of this ESP Plan

- (a) This ESP Plan shall be administered by the Committee, provided, however, that the Committee shall be entitled to delegate administrative duties relating to this ESP Plan to a third-party administrator as may from time to time be appointed by the Committee.
- (b) The Committee shall have full authority to administer this ESP Plan, including the authority to interpret and construe any provision of this ESP Plan and to adopt, amend and rescind such rules and regulations for administering this ESP Plan as the Committee may deem necessary or appropriate in order to comply with the requirements of this ESP Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Eligible Employees and the Corporation.
- (c) No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with this ESP Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made.
- (d) The appropriate officers of the Corporation are hereby authorized and empowered to do all things, and to execute and deliver all instruments, undertakings, applications and writings as they, in their absolute discretion, consider necessary or appropriate for the implementation of this ESP Plan and of the rules and regulations established for administering this ESP Plan.
- (e) All costs incurred in connection with this ESP Plan shall be for the account of the Corporation.
- (f) The Corporation and the Eligible Employee are responsible for ensuring and confirming that the Eligible Employee is eligible to participate in this Plan as a *bona fide* employee of the Corporation and/or Designated Affiliates or Subsidiaries.

3.3 Maximum Number of Common Shares

- (a) The aggregate number of Common Shares made available for issuance from treasury under this ESP Plan, subject to adjustment pursuant to Section 8.5, shall not exceed 3,000,000 Common Shares, provided, however, that the number of Common Shares reserved for issuance from treasury under this ESP Plan and pursuant to all other security-based compensation arrangements of the Corporation and its Subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding. The Corporation reserves the right to allocate Common Shares to Eligible Employees participating under this ESP Plan on a *pro-rata* basis should the number of Common Shares to be issued from treasury under this ESP Plan otherwise exceeds this threshold.
- (b) The aggregate number of Common Shares that may be issued under this ESP Plan is subject to a number of restrictions including the following (i) the aggregate number of Common Shares issuable to Insiders, at any time, under this ESP Plan and all other security-based compensation arrangements of the Corporation and its Subsidiaries shall not, in the aggregate, exceed ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis; (ii) within any one-year period, the Corporation shall not issue Insiders under this ESP Plan and all other security-based compensation arrangements of the Corporation and its Subsidiaries, in the aggregate, a number of Common Shares exceeding ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis and (iii) within any one-year period, the Corporation shall not issue to any one Person (and companies wholly-owned by that Person) under this Plan and all other Security Based Compensation Arrangements of the Corporation and its Subsidiaries, in the aggregate, a number of Common Shares exceeding five percent (5%) of the issued and outstanding Common Shares, calculated on a non-diluted basis.

Section 4 Eligibility

- (a) The Corporation is establishing this ESP Plan for all Eligible Employees.
- (b) Eligible Employees shall, from time to time, be entitled to participate in this ESP Plan. Notwithstanding the foregoing, the Committee shall have the right, in its absolute discretion, to determine that any employee that is otherwise an Eligible Employee is not entitled to participate in this ESP Plan.
- (c) Participation in this ESP Plan shall be entirely voluntary and shall not be construed to give any Eligible Employee the right to be employed or to continue to be employed by the Corporation or any Designated Affiliates.

Section 5 Participation and Contributions

5.1 Election to Participate in this ESP Plan; Employee Contribution

- (a) Any Eligible Employee may elect to participate in this ESP Plan by delivering a completed and executed "Enrolment and Contribution Election Form" to the Corporation, which sets forth, among other things, the amount of the Employee Contribution and the registration and delivery instructions for the Common Shares issuable under this ESP Plan. The "Enrolment and Contribution Election Form" shall also authorize the Corporation to deduct from the amount of the Base Annual Salary payable to such Eligible Employee the amount

of the Employee Contribution, in equal instalments, beginning in the first Quarterly Period in which such Eligible Employee enrolls in this ESP Plan.

- (b) The ability of any Eligible Employee to participate in this ESP Plan shall be determined by the Corporation for each Quarterly Period. To be eligible to participate in this ESP Plan for any Quarterly Period, an Eligible Employee must either (i) already have a current "Enrolment and Contribution Election Form" on record with the Corporation in respect of a prior Quarterly Period, or (ii) deliver a new completed and executed "Enrolment and Contribution Election Form" to the Corporation at least ten (10) business days before the beginning of any such Quarterly Period.
- (c) If an Eligible Employee delivers a completed and executed "Enrolment and Contribution Election Form" to the Corporation less than (10) business days before the beginning of any Quarterly Period, then such Eligible Employee shall not be eligible to participate in this ESP Plan for such Quarterly Period. However, the "Enrolment and Contribution Election Form" shall remain on record with the Corporation for the ensuing Quarterly Period for purposes of determining the eligibility of such Eligible Employee to participate in this ESP Plan for the ensuing Quarterly Period.
- (d) The amount of the Employee Contribution shall be a minimum of \$250 per month and a maximum of 15% of the Base Annual Salary (before deductions) of such Eligible Employee, subject to the discretion of the Committee. The Employee Contribution shall be subject to the limits set out in Section 3.3 hereto.
- (e) Any Eligible Employee participating in this ESP Plan may, once each calendar year, elect to change the amount of the Employee Contribution or the registration and delivery instructions for the Common Shares issuable under this ESP Plan by delivering a completed and executed "Contribution Adjustment Form" to the Corporation at least ten (10) business days before the beginning of any Quarterly Period. If an Eligible Employee delivers a completed and executed "Contribution Adjustment Form" to the Corporation less than (10) business days before the beginning of any Quarterly Period, then there shall be no adjustment to the amount of the Employee Contribution for such Quarterly Period. However, the "Contribution Adjustment Form" shall remain on record with the Corporation for the ensuing Quarterly Period for purposes of determining the Employee Contribution for the ensuing Quarterly Period, or the registration and delivery instructions for the Common Shares issuable under this ESP Plan.
- (f) The Chief Financial Officer shall have discretion to waive, from time to time in circumstances deemed appropriate by the Chief Financial Officer, the timing requirements under this ESP Plan for the delivery of the "Enrolment and Contribution Election Form" and the "Contribution Adjustment Form".
- (g) Any Eligible Employee delivering a completed and executed "Enrolment and Contribution Election Form" or "Contribution Adjustment Form" shall be deemed to have authorized and accepted the terms of this ESP Plan, as it may be amended and varied from time to time.

5.2 Corporation Contribution

For each Quarterly Period during a calendar year (i.e., March 31st, June 30th, September 30th and December 31st), the Corporation shall credit (or notionally credit) the "*ESP Account*" of each Eligible Employee

participating in the ESP Plan with the Corporation Contribution in an amount equal to 60% of the amount of the Employee Contribution of such Eligible Employee.

5.3 Aggregate Contribution

The Corporation shall not be required to segregate the Aggregate Contribution from its own corporate funds or to pay interest thereon.

Section 6 Vesting and Settlement

6.1 ESP Accounts

- (a) An *"ESP Account"* shall be maintained by the Corporation for each Eligible Employee participating in this ESP Plan and will be credited with notional grants of Common Shares for each Quarterly Period.
- (b) The *"ESP Account"* of each Eligible Employee shall be credited with notional grants of Common Shares for each Quarterly Period during a calendar year (i.e., March 31st, June 30th, September 30th and December 31st) in an amount equal to the quotient obtained when (i) the Aggregate Contribution then held by the Corporation in trust for an Eligible Employee as of the end of each Quarterly Period, is divided by (ii) the Market Value of the Common Shares as of the end of each Quarterly Period.
- (c) In the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee to the number of notional Common Shares then credited to the *"ESP Account"* of an Eligible Employee.
- (d) Whenever cash or other dividends are paid on the Common Shares, additional notional Common Shares will be credited to the *"ESP Account"* of an Eligible Employee in respect of the notional Common Shares then credited to the *"ESP Account"* of an Eligible Employee. The number of such additional notional Common Shares to be credited to the *"ESP Account"* of an Eligible Employee shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such Eligible Employee if the notional Common Shares then credited to the *"ESP Account"* of such Eligible Employee as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares.
- (e) The *"ESP Account"* being maintained by the Corporation for each Eligible Employee participating in this ESP Plan shall, at all times, include: (i) the name and address of each Eligible Employee participating in this ESP Plan; (ii) the Aggregate Contribution of each such Eligible Employee, including a breakdown of the Employee Contribution and the Corporation Contribution; and (iii) the number of notional Common Shares then credited to the *"ESP Account"* of each Eligible Employee participating in this ESP Plan.
- (f) The notional Common Shares recorded in the *"ESP Account"* maintained by the Corporation for each Eligible Employee participating in this ESP Plan are not Common Shares or other securities of the Corporation and, except as specifically provided herein, shall not entitle an Eligible Employee to any rights of shareholders of the Corporation,

including, without limitation, voting rights, distribution entitlements or rights on liquidation.

- (g) The Eligible Employee shall only be entitled to receive Common Shares upon the notional Common Shares recorded in his or her *"ESP Account"* becoming vested in accordance with Section 6.2.

6.2 Vesting

- (a) The notional Common Shares credited to the *"ESP Account"* of an Eligible Employee shall vest, in respect of the Employee Contribution, immediately upon the earlier of (i) a Change of Control of the Corporation, (ii) the Retirement of the Eligible Employee, (iii) the commencement of the total disability of the Eligible Employee, (iv) the death of the Eligible Employee, and (v) December 31st of any calendar year.
- (b) The notional Common Shares credited to the *"ESP Account"* of an Eligible Employee shall vest, in respect of the Corporation Contribution, immediately upon the earlier of (i) a Change of Control of the Corporation, (ii) the Retirement of the Eligible Employee, (iii) the commencement of the total disability of the Eligible Employee, (iv) the death of the Eligible Employee, and (v) December 31st of any calendar year, provided that such Eligible Employee has not been Terminated prior to such date.
- (c) If any notional Common Shares granted in respect of the Corporation Contribution do not vest on or prior to December 31st of any calendar year, then the amount of the Corporation Contribution shall be credited (or notionally credited) back to the Corporation. For greater certainty, if an Eligible Employee is Terminated prior to the notional Common Shares credited to his or her *"ESP Account"* becoming vested, then the amount of the Corporation Contribution shall be credited (or notionally credited) back to the Corporation.

6.3 Settlement of Vested Common Shares

- (a) The Corporation, in its sole discretion, shall either:
 - (i) within ten (10) days from the end of each calendar year (i.e., by January 10th of the ensuing calendar year), issue for the account of each Eligible Employee, fully paid and non-assessable Common Shares equal to the number of notional Common Shares credited to the *"ESP Account"* of such Eligible Employee as at December 31st of such calendar year;
 - (ii) within ten (10) days from the end of each calendar year (i.e., by January 10th of the ensuing calendar year), purchase or arrange for the purchase on the market, on behalf of each Eligible Employee, such number of Common Shares equal to the number of notional Common Shares credited to the *"ESP Account"* of such Eligible Employee as at December 31st of such calendar year; or
 - (iii) within ten (10) days from the end of each calendar year (i.e., by January 10th of the ensuing calendar year), issue to each Eligible Employee in accordance with Paragraph 6.3(a)(i), or purchase on behalf of such Eligible Employee in accordance with Paragraph 6.3(a)(ii), in any combination of the foregoing, such number of Common Shares equal to the number of notional Common Shares credited to the

"ESP Account" of such Eligible Employee as at December 31st of such calendar year.

- (b) No fractional Common Shares are authorized to be issued, purchased or otherwise awarded under this ESP Plan. For greater certainty, the Corporation will only issue, purchase or otherwise award whole Common Shares under this ESP Plan, and shall hold any unused balance of the Aggregate Contribution in trust for an Eligible Employee until used in accordance with this ESP Plan (without accruing interest).

6.4 Holding Period

- (a) The Committee may make Common Shares issued to Eligible Employees under this ESP Plan subject to any Holding Period as deemed appropriate or as required under applicable securities laws.
- (b) The Common Shares issuable under this ESP Plan shall only be issued where: (i) an exemption is available from the prospectus requirement to a distribution pursuant to section 2.24 of NI 45-106, and (ii) the Eligible Employee establishes that the conditions in subsection 2.6(3) of National Instrument 45-102 – *Prospectus Exempt Distributions* are satisfied.

6.5 Termination or Retirement

- (a) In the event of the Termination or Retirement of an Eligible Employee, the Eligible Employee shall automatically and immediately cease to be entitled to participate in this ESP Plan.
- (b) In the event that an employee is an Eligible Employee at the beginning of a Quarterly Period, but, for any reason, including Termination or Retirement, is not an Eligible Employee at the end of a Quarterly Period, then the *"ESP Account"* of such employee shall not be credited with a notional grant of Common Shares in respect of such Quarterly Period pursuant to Section 6.1(b). Instead, any amount deducted by the Corporation from the amount of the Base Annual Salary in respect of such Quarterly Period, if any, (which, for greater certainty, would have represented the Employee Contribution) less any withholding taxes, shall be payable to such employee in cash by the Corporation within a reasonable period of time.

6.6 Election to Withdraw from this ESP Plan

- (a) Any Eligible Employee may elect to withdraw from this ESP Plan by delivering a completed and executed "Withdrawal Form" to the Corporation at least ten (10) business days before the beginning of any Quarterly Period. If an Eligible Employee delivers a completed and executed "Withdrawal Form" to the Corporation less than ten (10) business days before the beginning of any Quarterly Period, then such Eligible Employee may continue to be deemed a participant in this ESP Plan for such Quarterly Period. However, the "Withdrawal Form" shall remain on record with the Corporation for the ensuing Quarterly Period for purposes of processing the withdrawal of such participant from this ESP Plan.
- (b) Any Eligible Employee who withdraws from this ESP Plan pursuant to Section 6.6(a) shall be deemed, for the ensuing four (4) Quarterly Periods, to not be an Eligible Employee for

purposes of this ESP Plan and, for greater certainty, shall not be allowed to participate in this ESP Plan for the ensuing four (4) Quarterly Periods.

- (c) The Chief Financial Officer shall have discretion to waive, from time to time in circumstances deemed appropriate by the Chief Financial Officer, the timing requirements set forth in Section 6.6(a) and Section 6.6(b).

6.7 Necessary Approvals

The obligation of the Corporation to issue and deliver any Common Shares in accordance with this ESP Plan shall be subject to any necessary approval of any stock exchange or regulatory authority having jurisdiction over the securities of the Corporation, including the Exchange. If any Common Shares cannot be issued to any Eligible Employee for whatever reason, then the obligation of the Corporation to issue such Common Shares shall terminate and any Employee Contribution held in trust for an Eligible Employee shall be returned to the Eligible Employee without interest.

Section 7 Withholding Taxes

The tax ramifications for Eligible Employees participating in this ESP Plan will depend on a number of factors. Eligible Employees should note that income tax laws are subject to change and such changes may affect the tax treatment of this ESP Plan and the Eligible Employee's individual tax treatment. Eligible Employees should consult their tax advisors to determine their individual tax treatment in connection with their participation in this ESP Plan. The Corporation and any Designated Affiliates may withhold appropriate income taxes and other required withholdings on the basis of each Eligible Employee's actual salary and Common Shares issued under this ESP Plan.

Section 8 General

8.1 Change of Control

Notwithstanding any provisions to the contrary contained in this ESP Plan, all unvested notional Common Shares in an Eligible Employee's "*ESP Account*" that are outstanding at the time of a "Change of Control" shall vest immediately upon such Change of Control (or such earlier date as may be necessary or appropriate to facilitate the Change of Control transaction).

In addition, each Eligible Employee shall, upon a Change of Control, be entitled to a cash payment in respect of any amounts deducted by the Corporation from the amount of the Base Annual Salary of such Eligible Employee, if any, during the Quarterly Period in which such Change of Control occurred (which, for greater certainty, would have represented the Employee Contribution at the end of such Quarterly Period) plus an amount equal to 60% of such amount (which, for greater certainty, would have represented the Corporation Contribution at the end of such Quarterly Period) less any withholding taxes.

8.2 Suspension, Termination or Amendments of this ESP Plan

The Committee may from time to time amend, suspend or terminate (and re-instate) this ESP Plan in whole or in part without approval of the shareholders of the Corporation, but subject to the receipt of all required regulatory approvals including, without limitation, the approval of the Exchange. Notwithstanding the foregoing, this ESP Plan shall not be amended to (i) increase the maximum number of Common Shares made available for issuance from treasury under this ESP Plan, or (ii) change the amount of the Corporation Contribution, or (iii) modify this amendment provision, without approval of the shareholders of the Corporation.

8.3 Non-Assignable

Except as otherwise may be expressly provided for under this ESP Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of an Eligible Employee under this ESP Plan is assignable or transferable.

8.4 No Contract of Employment

Nothing contained in this ESP Plan shall confer or be deemed to confer upon any Eligible Employee the right to continue in the employment of, or to provide services to, the Corporation or any Designated Affiliates nor interfere or be deemed to interfere in any way with any right of the Corporation or any Designated Affiliates to discharge any Eligible Employee at any time for any reason whatsoever, with or without cause. Participation in this ESP Plan by an Eligible Employee shall be voluntary.

8.5 Adjustment in Number of Shares Subject to this ESP Plan

In the event there is any change in the Common Shares, whether by reason of a stock dividend, consolidation, subdivision, reclassification or otherwise, an appropriate adjustment shall be made by the Committee in the number of Common Shares available under this ESP Plan. If such an adjustment shall result in a fractional Common Share, the fraction shall be disregarded. All such adjustments shall be conclusive, final and binding for all purposes of this ESP Plan.

8.6 Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of this ESP Plan.

8.7 Governing Law

This ESP Plan and the Common Shares granted under this ESP Plan shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Adopted by the Board of Directors of O3 Mining Inc. on May 3, 2022.

Approved by the Shareholders of O3 Mining Inc. on June 23, 2022.

SCHEDULE E

AMENDED RSU PLAN

Section 1 Purpose of the RSU Plan

The purpose of this RSU Plan is to advance the interests of the Corporation and its Subsidiaries by: (i) assisting the Corporation and its Subsidiaries in attracting and retaining executive officers and key employees with experience and ability; (ii) allowing certain executive officers, key employees and Consultants of the Corporation and its Subsidiaries to participate in the long-term success of the Corporation; and (iii) promoting a greater alignment of interests between the executive officers, Consultants and key employees designated under this RSU Plan and the Shareholders.

Section 2 Definitions; Construction and Interpretation

2.1 Definitions

For purposes of this RSU Plan, unless such word or term is otherwise defined herein or the context in which such word or term is used herein otherwise requires, the words and terms contained in this Section 2.1 with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) **"Benefits Extension Period"** means any additional period of time allocated to a terminated Participant, as the case may be, during which certain benefits of employment are contractually maintained.
- (b) **"Blackout Period"** means any blackout period imposed by the Corporation applicable to a Participant, during which specified individuals, including Insiders of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specific individuals are restricted from trading because they possess material non-public information).
- (c) **"Board"** means the board of directors of the Corporation.
- (d) **"Change of Control"** means the occurrence of any one or more of the following events: (i) the Corporation is not the surviving entity in a merger, amalgamation or other reorganization (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Corporation); (ii) the Corporation sells all or substantially all of its assets to any other Person (other than a wholly-owned subsidiary of the Corporation); (iii) the Corporation is to be dissolved and liquidated; (iv) any Person or group of Persons, acting jointly or in concert acquires or gains ownership or control (including, without limitation, the power to vote) more than 30% of the Corporation's outstanding voting securities; or (v) as a result of or in connection with (A) the contested election of directors or (B) a transaction referred to above whereby the Persons who were directors of the Corporation before such election or transaction shall cease to constitute a majority of the Board.
- (e) **"Committee"** means the Directors or, if the Directors so determine in accordance with Section 3.1, the committee of the Directors authorized to oversee this RSU Plan which includes any compensation committee of the Board.
- (f) **"Common Share"** means a common share in the capital of the Corporation as presently constituted, as adjusted in accordance with Section 9.
- (g) **"Consultant"** means, other than an individual engaged to provide services that promote the purchase or sale of the issued securities, a Person that (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or to an affiliate of the Corporation, (ii) provides the services under a written

contract between the Corporation or the affiliate such the Person, (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an affiliate of the Corporation, and (iv) has a relationship with the Corporation or an affiliate of the Corporation that enables such Person to be knowledgeable about the business and affairs of the Corporation.

- (h) **"Corporation"** means O3 Mining Inc., a corporation existing under the *Business Corporations Act* (Ontario), or a successor thereto.
- (i) **"Directors"** means the members of the Board from time to time.
- (j) **"Grant Date"** means the effective date that a RSU is awarded to a Participant under this RSU Plan, as evidenced by a "RSU Award Agreement".
- (k) **"Insider"** means an "insider" as defined in the TSXV Corporate Finance Manual, as amended from time to time.
- (l) **"Long-Term Disability"** means a total permanent disability for a continuous period of more than four (4) months.
- (m) **"Market Value"** means, on any date, the volume weighted average price of the Common Shares traded on the TSXV for the five (5) consecutive trading days prior to such date or, if the Common Shares are not then listed on the TSXV, on such other stock exchange as determined for that purpose by the Committee in its discretion.
- (n) **"Participant"** means a Consultant or employee of the Corporation and/or a Subsidiary who has been granted RSUs under this RSU Plan which have not all been cancelled or redeemed.
- (o) **"Participation Agreement"** means the participation agreement to be delivered by each Participant, in the form attached to this RSU Plan as Schedule "A".
- (p) **"Person"** shall mean, unless the context otherwise requires or unless and to the extent otherwise limited or required by applicable law or rules of a stock exchange, any natural person, firm, partnership, limited liability company, association, corporation, company, trust, business trust, governmental authority or other entity.
- (q) **"Retirement"** means, in respect of any Participant, such Participant attaining the Retirement Age.
- (r) **"Retirement Age"** means 65 years of age, or as otherwise stipulated from time to time in the Corporation's retirement policy (as such policy may be established or revised from time to time at the discretion of Corporation and subject to applicable laws), or as otherwise determined by the Committee.
- (s) **"RSU"** means a notional unit credited to a Participant's account in accordance with the terms and conditions of this RSU Plan.
- (t) **"RSU Account"** means the account maintained by the Corporation for each Participant participating in this RSU Plan to be credited with notional grants of RSUs from time to time.
- (u) **"RSU Award Agreement"** means an award agreement evidencing an award of RSUs, in the form attached to this RSU Plan as Schedule "B".
- (v) **"RSU Plan"** means this Restricted Share Unit Plan of the Corporation as set out herein, as it may be amended and varied from time to time.

- (w) **"Security Based Compensation Arrangements"** means the RSU Plan, the Corporation's stock option plan and the Corporation's deferred share unit plan and any other equity-based compensation plan in effect from time to time.
- (x) **"Settlement Date"** means the day on which the Corporation pays to a Participant the Market Value of the RSUs that have become vested and payable.
- (y) **"Shareholder"** means a shareholder of the Corporation.
- (z) **"Subsidiaries"** means the subsidiaries of the Corporation from time to time, and **"Subsidiary"** means any one of them.
- (aa) **"TSXV"** means the TSX Venture Exchange.

2.2 Construction and Interpretation

- (a) *Headings.* The headings of all Articles, Sections and Paragraphs in this RSU Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of this RSU Plan. References to "Article", "Section" or "Paragraph" in this RSU Plan refer to an Article, Section or Paragraph in this RSU Plan unless expressly stated otherwise.
- (b) *Context and Construction.* Whenever the singular or masculine are used in this RSU Plan, the same shall be construed as being the plural or feminine or neuter or *vice versa* where the context so requires.
- (c) *References to this RSU Plan.* The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this RSU Plan as a whole and not to any particular Article, Section, Paragraph or other part hereof. In this RSU Plan, "including" and "includes" means including or includes, as the case may be, without limitation.
- (d) *Discretion.* Whenever the Committee has discretion to administer this RSU Plan, the term "discretion" means the sole and absolute discretion of the Committee.
- (e) *Unenforceability.* If any Article, Section, Paragraph or provision of this RSU Plan is determined to be void or unenforceable (in whole or in part), then such determination shall not affect the validity or enforceability of any other Article, Section, Paragraph or provision of this RSU Plan.
- (f) *Canadian Funds.* Unless otherwise specifically provided, all references to dollar amounts in this RSU Plan are references to lawful money of Canada.

Section 3 Administration of this RSU Plan

3.1 Delegation to Committee

All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by a resolution of the Board, be exercised by a committee of the Board comprised of not less than three (3) Directors, including any compensation committee of the Board.

3.2 Administration of this RSU Plan

- (a) This RSU Plan shall be administered by the Committee, provided, however, that the Committee shall be entitled to delegate administrative duties relating to this RSU Plan to a third-party administrator as may from time to time be appointed by the Committee.

- (b) The Committee shall have full authority to administer this RSU Plan, including the authority to interpret and construe any provision of this RSU Plan and to adopt, amend and rescind such rules and regulations for administering this RSU Plan as the Committee may deem necessary or appropriate in order to comply with the requirements of this RSU Plan. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and conclusive and shall be binding on the Participants and the Corporation.
- (c) No member of the Committee shall be personally liable for any action taken or determination or interpretation made in good faith in connection with this RSU Plan and all members of the Committee shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Corporation with respect to any such action taken or determination or interpretation made.
- (d) The appropriate officers of the Corporation are hereby authorized and empowered to do all things, and to execute and deliver all instruments, undertakings, applications and writings as they, in their absolute discretion, consider necessary or appropriate for the implementation of this RSU Plan and of the rules and regulations established for administering this RSU Plan.
- (e) All costs incurred in connection with this RSU Plan shall be for the account of the Corporation.

3.3 Maximum Number of Shares

- (a) The maximum number of Common Shares made available for issuance from treasury under this RSU Plan, subject to adjustments pursuant to Section 9 and Section 11.5, shall not exceed 3,500,000 Common Shares, provided, however, the number of Common Shares reserved for issuance from treasury under this RSU Plan and pursuant to all other Security Based Compensation Arrangements of the Corporation and its Subsidiaries shall, in the aggregate, not exceed 10% of the number of Common Shares then issued and outstanding. Any Common Shares subject to a RSU which has been cancelled or terminated in accordance with the terms of this RSU Plan without settlement will again be available under this RSU Plan. The number of Common Shares reserved for issuance from treasury under this RSU Plan may be amended subject to the policies and approval of the TSXV and the approval of the disinterested holders of Common Shares by way of ordinary resolution at a meeting of the holders of Common Shares.
- (b) The grant of RSUs under this RSU Plan is subject to a number of restrictions including the following: (i) the aggregate number of Common Shares which may be reserved for issuance to Insiders under this RSU Plan and all other Security Based Compensation Arrangements of the Corporation and its Subsidiaries shall not, in the aggregate, exceed ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis, at any point in time, unless the Corporation has obtained the requisite disinterested Shareholder Approval; (ii) within any twelve (12) month period, the Corporation shall not issue Insiders under this RSU Plan and all other Security Based Compensation Arrangements of the Corporation and its Subsidiaries, in the aggregate, a number of Common Shares exceeding ten percent (10%) of the issued and outstanding Common Shares, calculated on a non-diluted basis; (iii) within any twelve (12) month period, the Corporation shall not issue to any one Person (and companies wholly-owned by that Person) under this RSU Plan and all other Security Based Compensation Arrangements of the Corporation and its Subsidiaries, in the aggregate, a number of Common Shares exceeding five percent (5%) of the issued and outstanding Common Shares, calculated on a non-diluted basis; and (v) within any twelve (12) month period the Corporation shall not issue to a Consultant under this RSU Plan and all other Security Based Compensation Arrangements of the Corporation and its Subsidiaries, in the

aggregate, a number of Common Shares exceeding two percent (2%) of the issued and outstanding Common Shares, calculated on a non-diluted basis.

- (c) In addition, the participation of non-employee Directors in this RSU Plan shall be subject to the following limitations: (i) the aggregate number of Common Shares made available for issuance from treasury to all non-employee Directors of the Corporation under this RSU Plan, or when combined with all of the other Security Based Compensation Arrangements of the Corporation and its Subsidiaries, shall not exceed one percent (1%) of the Corporation's total issued and outstanding Common Shares, and (ii) the value of Common Shares associated with grants to any individual non-employee Director of the Corporation under this RSU Plan, or when combined with grants under all of the other Security Based Compensation Arrangements of the Corporation and its Subsidiaries, shall not exceed \$150,000 annually. For greater certainty, the number of Common Shares outstanding shall mean the number of Common Shares outstanding on a non-diluted basis on the date immediately prior to the proposed Grant Date. However, the yearly limitation set forth herein shall not apply to the initial grant of securities under the Security Based Compensation Arrangements to new non-employee Directors.
- (d) A RSU award granted to a Participant for services rendered will entitle the Participant, subject to the Participant's satisfaction of any conditions, vesting periods, restrictions or limitations imposed pursuant to this RSU Plan or as set out in the "RSU Award Agreement", to receive payment following the applicable Settlement Date in accordance with Section 8(e) of this RSU Plan.
- (e) The maximum aggregate number of Listed Shares issuable pursuant to this RSU Plan granted to any one Consultant in any 12 month period must not exceed 2% of the issued and outstanding shares, calculated on the date of the RSUs being granted.

Section 4 Eligibility

- (a) The Committee designates, upon recommendation from the President and/or Chief Executive Officer, from time to time and at his/her/their sole discretion, the executives, key employees and Consultants of the Corporation and/or a Subsidiary who are entitled to participate in this RSU Plan.
- (b) The Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* employee, consultant or management company employee.
- (c) The participation of an executive officers and/or key employee or Consultant in this RSU Plan shall be evidenced by the delivery to the Corporation of a "Participation Agreement".
- (d) Each Participant's "Participation Agreement" shall specify, for purposes of Section 8(e), the elected form of payment to be received for each vested RSU, being either: (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing. A Participant may only update their election by delivering a new "Participation Agreement" to the Corporation (which, for greater certainty, shall supersede any previously delivered "Participation Agreement") during a period that such Participant is not subject to a Blackout Period imposed by the Corporation applicable to a Participant, during which specified individuals, including "insiders" of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information).

Section 5 Grant of Restricted Share Units

- (a) The Committee will periodically, in its sole discretion, make determinations on RSU grants, including the number of RSUs to be granted to a Participant, and the vesting conditions

applicable to such RSUs, including time and performance vesting conditions (as applicable).

- (b) Subject to the discretion of the Committee, RSUs will vest in their entirety over three (3) years from the Grant Date (one-third on each of the first, second and third anniversary of the Grant Date).
- (c) The Corporation shall, within a reasonable period of time, notify each Participant in writing, by way of a "RSU Award Agreement", of the number of RSUs granted to him/her and the vesting conditions applicable to such RSUs, including time and performance vesting conditions (as applicable).
- (d) Investor Relation Service Providers (as such term is defined in the policies of the Exchange) are not eligible to participate in this RSU Plan.

Section 6 Credits for Dividends

- (a) Whenever cash or other dividends are paid on Common Shares, additional RSUs will be automatically granted to each Participant who holds RSUs on the record date for such dividends. The number of such RSUs (rounded to the nearest whole RSU) to be credited to such Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such Participant if the Participant's RSUs as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares. RSUs granted to a Participant under this Section E-6(a), shall be subject to the same vesting conditions (time and performance (as applicable)) as the RSUs to which they relate.
- (b) Notwithstanding Section E-6(a), nothing in this RSU Plan shall permit the Corporation to grant RSUs in excess of the maximum number of Common Shares reserved for issuance from treasury under this RSU Plan, as set out in Section 3.3(a).

Section 7 Termination of Employment

Unless otherwise determined by the Board, the following provisions shall apply in the event that a Participant ceases to be employed by the Corporation or a Subsidiary:

- (a) Termination for Cause and Voluntary Resignation. If a Participant ceases to be an employee as a result of (I) termination for cause, then effective as of the date notice is given to the Participant of such termination all outstanding RSUs shall be terminated, or (II) a voluntary termination, then effective as of the date on which the Corporation or the Subsidiary receives communication of such voluntary resignation, all outstanding RSUs shall be terminated.
- (b) Death, Termination not for Cause, Retirement or Long-Term Disability. If a Participant ceases to be an employee of the Corporation or a Subsidiary as a result of death, termination not for cause, Retirement or Long-Term Disability, then the vesting of RSUs shall be subject to the following:
 - (i) For Each Outstanding RSUs Granted – Time Vesting Component:
 - (A) in the event the Participant is not entitled to a Benefits Extension Period, then the time vesting component of each RSU grant will be *pro-rated* based on the number of days actually worked from the Grant Date of such

RSUs until the date of death, termination not for cause, Retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such RSU grant; or

- (B) in the event the Participant is entitled to a Benefits Extension Period, then the time vesting component of each RSU grant will be *pro-rated* based on the sum of (I) the number of days actually worked from the Grant Date up until the date of death, termination not for cause, Retirement or Long-Term Disability, and (II) the number of days included in the Benefits Extension Period, over the number of days in the original vesting schedule in relation to such grant; and

(ii) For Each Outstanding RSUs Granted – Performance Vesting Component:

- (A) in the event the Participant is not entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be *pro-rated* based on the number of days actually worked from the Grant Date of such RSUs until the date of death, termination not for cause, Retirement or Long-Term Disability, over the number of days in the original vesting schedule in relation to such grant; the number of vested RSUs resulting from such *pro-rated* calculation will be multiplied by the performance percentage determined by the Committee.
- (B) in the event the Participant is entitled to a Benefits Extension Period, then the performance vesting component of each RSU grant will be *pro-rated* based on the sum of (I) the number of days actually worked from the Grant Date up until the date of death, termination not for cause, Retirement or Long-Term Disability, and (II) the number of days included in the Benefits Extension Period, over the number of days of the original vesting schedule set forth in relation to such grant; and

For greater certainty, a voluntary resignation will be considered as Retirement if the Participant has reached 65 years of age, or as otherwise stipulated from time to time in the Corporation's retirement policy (as such policy may be established or revised from time to time at the discretion of Corporation and subject to applicable laws), or as otherwise determined by the Committee.

Any RSUs granted under Section 5(a) will expire 12 months after the Participant ceases to be eligible for the RSU Plan.

If the Termination Date occurs because of the death of the Participant, the Participant's legal representative shall have up to one year from the Participant's death to make a claim for the entitlement.

Section 8 Vesting and Settlement of Restricted Share Units

- (a) Subject to the discretion of the Committee, RSUs will vest in their entirety over three (3) years from the Grant Date (one-third on each of the first, second and third anniversary of the Grant Date).
- (b) The RSUs may vest according to time and/or performance vesting conditions. The RSUs that are subject to the time vesting condition shall be deemed to have been 100% satisfied if the Participant is employed by the Corporation and/or a Subsidiary on the date specified in the "RSU Award Agreement". The RSUs that are subject to the performance vesting condition(s) (as applicable) shall also vest on the date specified in the "RSU Award Agreement", provided that such number of vested RSUs shall be multiplied by the

performance percentage determined by the Committee, all in accordance with the "RSU Award Agreement".

- (c) However, the Committee may, in its entire discretion, accelerate the terms of vesting of any RSUs in circumstances deemed appropriate by the Committee, so long as no RSU vests before the one year anniversary of being granted.
- (d) Upon a Change of Control, all outstanding RSUs shall vest, irrespective of any time or performance vesting conditions.
- (e) Within ten (10) days from the date on which RSUs vest to the Participant (or his or her succession), the Participant (or his or her succession) shall be entitled to receive, subject to Section 8(f), and the Corporation shall issue or pay, a payout with respect to the vested RSUs in the Participant's *"RSU Account"* in one of the following forms, in accordance with the election in such Participant's "Participation Agreement":
 - (i) Common Shares issued from treasury equal in number to the vested RSUs in the Participant's *"RSU Account"* on the Settlement Date;
 - (ii) a lump sum payment in cash equal to the number of vested RSUs recorded in the Participant's *"RSU Account"* multiplied by the Market Value of a Common Share on the Settlement Date; or
 - (iii) any combination of the foregoing,in each case, less any applicable withholding taxes and other deductions required by law to be withheld by the Corporation in connection with the satisfaction of the Participant's RSUs.
- (f) Notwithstanding the election of the Participant (or his or her succession) in Section 8(e), the Committee, in its sole discretion, shall be entitled to settle the Participant's *"RSU Account"* in any alternative form provided for in Section 8(e)(i)-(iii).
- (g) If, on the date that RSUs vest to a Participant, there is a Blackout Period imposed by the Corporation during which specified individuals, including "insiders" of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information), then the Settlement Date for such RSUs shall be the tenth (10th) day following the date on which the RSUs vest to such Participant (or the immediately ensuing business day if such date is not a business day).
- (h) Once vested RSUs have settled, the Participant shall have no further entitlement in connection with such vested RSUs under this RSU Plan.
- (i) Shares issued by the Corporation under this RSU Plan shall be considered fully paid in consideration of past services that is no less in value than the fair equivalent of the money the Corporation would have received if the Common Shares had been issued for money.

Section 9 Adjustments to the Number of Restricted Share Units

In the event of any stock dividend, stock split, combination or exchange of shares, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin-off or other distribution (other than normal cash dividends) of the Corporation's assets to Shareholders or any other change affecting the Common Shares, such adjustments as are required to reflect such change shall be made with respect to the number of RSUs in the accounts maintained for each Participant, provided that no fractional RSUs shall

be issued to Participants and the number of RSUs to be issued in such event shall be rounded down to the next whole number of RSUs.

Section 10 Participant Accounts

An "*RSU Account*" shall be maintained by the Corporation for each Participant participating in this RSU Plan. The Corporation shall record in the "*RSU Account*" of each Participant, at all times, the number of RSUs notionally credited to such Participant. Upon payment in satisfaction of RSUs pursuant to Section 8 hereof, such RSUs shall be cancelled. A written notification of the balance in the account maintained for each Participant shall be mailed by the Corporation or by an administrator on behalf of the Corporation to each Participant at least annually. A Participant shall not be entitled to any certificate or other document evidencing the amount of RSUs in his or her account.

Section 11 General

11.1 Change of Control

Notwithstanding any provisions to the contrary contained in this RSU Plan, all unvested RSUs outstanding at the time of a "Change of Control" shall vest immediately upon such Change of Control.

11.2 Non-Assignable

Except as otherwise may be expressly provided for under this RSU Plan or pursuant to a will or by the laws of descent and distribution, no right or interest of a Participant under this RSU Plan is assignable or transferable.

11.3 No Contract of Employment

Neither participation in this RSU Plan nor any action taken under this RSU Plan shall give or be deemed to give any Participant a right to continued employment with the Corporation and shall not interfere with any right of the Corporation to dismiss any Participant. The payment of any sum of money in cash *in lieu* of notice of the termination of employment shall not be considered as extending the period of employment for the purposes of this RSU Plan.

11.4 No Shareholder Rights

No Participant shall have any claim or right to any Common Shares pursuant to this RSU Plan. Under no circumstances shall RSUs be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership or control of Common Shares, nor shall any Participant be considered the owner of any Common Shares pursuant to this RSU Plan.

11.5 Reorganization of the Corporation

The existence of any RSUs shall not affect in any way the right or power of the Corporation or its Shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

In the case of an adjustment to the Common Shares following a dividend of shares, an amalgamation, a combination, merger or consolidation, a share-for-share exchange or any other similar change in the capital structure of the Corporation, an adjustment shall be made by the Corporation to the number of RSUs or to the kind of shares that are subject to the issued RSUs, as the case may be. The Committee shall make such adjustment, which shall be final and binding for purposes of this RSU Plan.

11.6 Suspension, Termination or Amendments of this RSU Plan

The Committee may from time to time amend, suspend or terminate this RSU Plan in whole or in part or amend the terms of RSUs credited in accordance with this RSU Plan. If any such amendment, suspension or termination will materially or adversely affect the rights of a Participant with respect to RSUs credited to such Participant, the written consent of such Participant to such amendment, suspension or termination shall be obtained. Notwithstanding the foregoing, the obtaining of the written consent of any Participant to an amendment, suspension or termination which materially or adversely affects the rights of such Participant with respect to any credited RSUs shall not be required if such amendment, suspension or termination is required in order to comply with applicable laws, regulations, rules, orders of government or regulatory authorities or the requirements of any stock exchange on which shares of the Corporation are listed.

If the Committee terminates this RSU Plan, RSUs previously credited to Participants shall remain outstanding and in effect and be settled in due course in accordance with the terms of this RSU Plan (which shall continue to have effect, but only for such purposes) on the Settlement Date.

Notwithstanding the foregoing, any amendment to this RSU Plan shall be subject to the receipt of all required regulatory approvals including, without limitation, the approval of the TSXV.

11.7 Representation or Warranty

The Corporation makes no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of this RSU Plan

11.8 Governing Law

This RSU Plan and the RSUs granted under this RSU Plan shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Initially adopted by the Shareholders of O3 Mining Inc. on June 28, 2019.

Initially adopted by the Board of Directors of O3 Mining Inc. on July 5, 2019.

Amendment adopted by the Board of Directors of O3 Mining Inc. on May 3, 2022.

Amendment adopted by the Shareholders of O3 Mining Inc. on June 23, 2022.

Amendment adopted by the Board of Directors of O3 Mining Inc. on April 14, 2023.

SCHEDULE "A"
FORM OF PARTICIPATION AGREEMENT
* * * * *
O3 MINING INC.

RESTRICTED SHARE UNIT PLAN
PARTICIPATION AGREEMENT

I hereby confirm that, as of the date written below, I am an executive officer and/or a key employee or Consultant of O3 Mining Inc. (the "**Corporation**") and acknowledge that I may be granted restricted share units of the Corporation ("**RSUs**") under the Restricted Share Unit Plan of the Corporation (the "**RSU Plan**"), from time to time, subject to and in accordance with the terms of the RSU Plan.

All capitalized expressions used herein shall have the same meaning as in the RSU Plan unless otherwise defined herein.

I also confirm and acknowledge that:

1. I have received and reviewed a copy of the RSU Plan and agree to be bound by the terms of the RSU Plan.
2. The Committee may periodically, in its sole discretion, make determinations on RSU grants, including the number of RSUs to be granted to a Participant, and the vesting conditions applicable to such RSUs, including time and performance vesting conditions (as applicable).
3. RSUs are notionally credited to a Participant's "*RSU Account*" and, as such, there is no guarantee that any of the vesting conditions will be satisfied or that any RSUs will vest to any Participant.
4. A Participant shall not be entitled to any certificate or other document evidencing the amount of RSUs in his or her account.
5. Each RSU is exchangeable for (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing.
6. In accordance with Section 4(d) of the RSU Plan, I hereby elect to receive the following payout with respect to any RSUs that vest in my "*RSU Account*": {CHECK ONE}
 - ☐ Common Shares issued from treasury equal in number to the vested RSUs in the my "*RSU Account*" on the Settlement Date
 - ☐ a lump sum payment in cash equal to the number of vested RSUs recorded in my "*RSU Account*" multiplied by the Market Value of a Common Share on the Settlement Date
 - ☐ _____% in Common Shares issued from treasury equal in number to the vested RSUs in the my "*RSU Account*" on the Settlement Date, and _____% as a lump sum payment in cash equal to the number of vested RSUs recorded in my "*RSU Account*" multiplied by the Market Value of a Common Share on the Settlement Date

in each case, less any applicable withholding taxes and other deductions required by law to be withheld by the Corporation in connection with the satisfaction of the Participant's RSUs.

7. Notwithstanding your election, the Committee, in its sole discretion, shall be entitled to settle your "*RSU Account*" in any alternative form provided for in the RSU Plan.

8. I am not currently subject to a Blackout Period imposed by the Corporation applicable to a Participant, during which specified individuals, including "insiders" of the Corporation, may not trade in the securities of the Corporation (including, for greater certainty, any period during which specified individuals are restricted from trading because they possess material non-public information).
9. The Common Shares issuable under this RSU Plan shall only be issued where: (i) an exemption is available from the prospectus requirement to a distribution pursuant to section 2.24 of National Instrument 45-106 – *Prospectus Exemptions*, and (ii) the Participant establishes that the conditions in subsection 2.6(3) of National Instrument 45-102 – *Prospectus Exempt Distributions* are satisfied. I shall notify the Corporation if, at any time, any of the conditions in subsection 2.6(3) of National Instrument 45-102 – *Prospectus Exempt Distributions* are not satisfied.
10. The value of RSUs are based on the value of Common Shares from time to time and therefore are not guaranteed.
11. The Corporation has made no representation or warranty as to the future market value of any Common Shares issued in accordance with the provisions of the RSU Plan.

The foregoing is only a brief outline of certain key provisions of the RSU Plan. For more complete information, reference should be made to the RSU Plan text which governs in the case of conflict or inconsistency with this Participation Agreement.

(Date)

(Name of Participant)

(Signature of Participant)

SCHEDULE "B"
FORM OF RSU AWARD AGREEMENT

* * * * *

O3 MINING INC.
RESTRICTED SHARE UNIT PLAN

AWARD AGREEMENT

PERSONAL & CONFIDENTIAL

- {Name}
- {Address}

Dear {NAME}:

Grant of Restricted Share Units

You have been designated as a Participant of the RSU Plan (as defined herein) as of ■ {GRANT DATE} (your "**Grant Date**").

I am pleased to advise you that the Board of Directors of O3 Mining Inc. (the "**Corporation**") has granted you restricted share units of the Corporation ("**RSUs**" or "**Restricted Share Units**"), which entitle you to acquire common shares of the Corporation ("**Common Shares**").

These RSUs were granted on the basis set out in this "RSU Award Agreement", and are subject to the Restricted Share Unit Plan of the Corporation (the "**RSU Plan**"). The terms and expressions used in this "RSU Award Agreement" and which are defined under this RSU Plan have the meaning assigned to them under this RSU Plan, unless the context requires otherwise.

In accordance with the rules of this RSU Plan, this is a description of the terms of vesting of the RSUs:

- A. ■ {Number of RSUs} Restricted Share Units of O3 Mining Inc. are granted to you
- B. the Restricted Share Units granted to you shall vest according to the following schedule:

Date	Total Number of RSUs Vesting (A + B)	Total Number of Time Vesting RSUs (A)	Total Number of Performance Vesting RSUs (B)
■	■ { $\frac{1}{3}$ }	■	■ ⁽¹⁾
■	■ { $\frac{1}{3}$ }	■	■ ⁽²⁾
■	■ { $\frac{1}{3}$ }	■	■ ⁽³⁾

Note: {IF ANY RSUs VEST BASED ON PERFORMANCE VESTING CONDITION(S), THEN PLEASE (I) DESCRIBE THOSE PERFORMANCE VESTING CONDITION(S) WITH PARTICULARITY, AND (II) ASSIGN A PERCENTAGE (OUT OF 100%) TO EACH SUCH PERFORMANCE VESTING CONDITION(S)}

- (1) ■.
- (2) ■.
- (3) ■.

- C. each RSU is exchangeable, on the Settlement Date, for (i) one (1) Common Share, (ii) a lump sum payment in cash equal to the Market Value of one (1) Common Share on the Settlement Date, or (iii) any combination of the foregoing.

Your "Participation Agreement" shall, at any time, specify your settlement election in respect of (C)(i)-(iii) above. However, notwithstanding your election, the Committee, in its sole discretion, shall be entitled to settle your *"RSU Account"* in any alternative form provided for in the RSU Plan.

O3 MINING INC.

Per: _____

Name: ■

Title: ■