

**BITTERROOT RESOURCES LTD.**

**2024 ANNUAL GENERAL MEETING**

**INFORMATION CIRCULAR**



# BITTERROOT RESOURCES LTD.

## NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

Bitterroot Resources Ltd. (the “Company” or “we”) will be holding its annual meeting of shareholders (the “Meeting”) on Thursday, June 6, 2024 at 11:00 am (Vancouver time) at 700 West Georgia, Suite 2200, Vancouver, British Columbia V7Y 1K8. A notice of meeting and management information circular in respect of the Meeting dated April 24, 2024 (the “Circular”) and the Company’s audited consolidated financial statements for the fiscal year ended October 31, 2023 and management’s discussion and analysis thereon (the “Financial Statements”) have been posted on the Company’s profile on the System for Electronic Document Analysis and Retrieval (“SEDAR+”) at [www.sedarplus.com](http://www.sedarplus.com) and also on the Company’s website at [www.bitterrootresources.com](http://www.bitterrootresources.com).

You are receiving this notification because the Company has decided to use the notice-and-access mechanism for delivery of meeting materials to shareholders under National Instrument 54-101 – Communications with Beneficial Owners of Securities of a Reporting Issuer. Notice-and-access allows issuers to post electronic versions of proxy-related materials (such as proxy circulars and annual financial statements) on-line, via SEDAR+ and the Company’s website, rather than mailing paper copies of such materials to shareholders. Under the notice-and-access procedure, you are still entitled to receive a form of proxy or voting instruction form enabling you to vote at the meeting. However, instead of paper copies of the proxy related materials, you are receiving this notice which contains information about how to access the materials electronically.

### MEETING DATE AND LOCATION

The Meeting of the Company will be held:

**DATE:** Thursday, June 6, 2024                      **PLACE:** 700 West Georgia Street, Suite 2200  
**TIME:** 11:00 a.m.                                      Vancouver, B.C. V7Y 1K8

As a shareholder of the Company, you have the right to vote your shares, either by proxy or in person at the Meeting. The Meeting is being held for shareholders to consider the following matters:

1. To receive and consider the Report of the Directors.
2. To receive and consider the audited consolidated Financial Statements of the Company for the year ended October 31, 2023 together with the Auditors' report thereon.
3. To set the number of directors at 3 [see information in the Circular under the heading “Election of Directors”].
4. To elect Directors for the ensuing year [see information in the Circular under the heading “Election of Directors”].
5. To re-appoint Davidson & Company LLP, as Auditor for the ensuing year and to authorize the Directors to fix the remuneration to be paid to the Auditor [see information in the Circular under the heading “Appointment of Auditors”].
6. To approve the Stock Option Plan [see information in the Circular under the heading “Approval of Stock Option Plan”].
7. To transact such other business as may properly come before the meeting, or any adjournments or postponements thereof.

The Circular and form of proxy or voting instructions form for the Company provide additional information regarding the matters to be dealt with at the Meeting. **Please review the Circular prior to voting.**

### VOTING

Registered shareholders who are unable to attend the Meeting are requested to complete and deposit the proxy **at least 48 hours (excluding Saturdays and holidays) before** the time of the Meeting or adjournment thereof or with the chairman of the Meeting prior to the commencement thereof by:

- (a) completing, dating and signing the enclosed form of proxy and returning it to the Company’s transfer agent Computershare Trust Company of Canada at Proxy Dept., 100 University Avenue, 9<sup>th</sup> Floor, Toronto, Ontario, M5J 2Y1;
- (b) using a touch tone phone to transmit voting choices by calling the number specified on the enclosed form of proxy and following the instructions of the telephone response system; or
- (c) using the internet through the website of the Company’s transfer agent at [www.computershare.com/ca/proxy](http://www.computershare.com/ca/proxy).

Most shareholders do not hold their shares in their own names. Such shares may be beneficially owned by you but registered either: (a) in the name of an intermediary such as a bank, trust company, securities dealer or broker, or the trustee or administrator of a self-administered RRSP, RRIF, RESP, TFSA or similar plan, or (b) in the name of a clearing agency (such as CDS Clearing

and Depository Services Inc.) or its nominee, of which the intermediary is a participant. If your shares are shown in an account statement provided to you by your intermediary, in almost all cases, your shares will not be registered in your name in the records of the Company. Only proxies deposited by registered shareholders can be recognized and acted upon at the Meeting. As a result, if you hold your Shares through a broker or other intermediary, we urge you to complete only the voting instruction form or provide your voting instructions to your broker or other intermediary by other acceptable methods as described on the voting instruction form. Please read the instructions regarding how to vote at, or attend, the Meeting under “Completion and Voting of Proxies — Non-Registered Shareholders” in the Circular.

#### **HOW TO OBTAIN PAPER COPIES OF THE PROXY MATERIALS**

Shareholders who have previously requested to be placed on the Company’s supplemental mailing list will be sent paper copies of the Circular. To be included on the Company’s supplemental mailing list for the upcoming year please complete and return the enclosed Supplemental return card.

Shareholders who are not on the Company’s supplemental mailing list can obtain a paper copy of the Circular or the Financial Statements by calling the Company at 604-922-1351 or by emailing the Company at [infoman@bitterrootresources.com](mailto:infoman@bitterrootresources.com). **Paper copies of the materials for the Meeting must be requested by no later than May 23, 2024**, in order to allow sufficient time to receive and review the materials for the Meeting and return the form of proxy in the prescribed time.

Shareholders who have questions regarding this form of notice and accessing the Information Circular and related material, the shareholder may call the Company at 604-922-1351.

#### **CAUTION CONCERNING COVID-19 PANDEMIC**

Please do not attend the Meeting in person if you are experiencing any cold or flu-like symptoms. The Company reserves the right to take any additional pre-cautionary measures deemed to be appropriate, necessary or advisable in relation to the Meeting in response to further developments in the COVID-19 outbreak, including:

- changing the Meeting date and/or changing the means of holding the Meeting;
- denying access to persons who exhibit cold or flu-like symptoms, or who have, or have been in close contact with someone who has, travelled to/from outside of Canada prior to the Meeting; and
- such other measures as may be recommended by public health authorities in connection with gatherings of persons such as the Meeting.

Should any such changes to the Meeting format occur, the Company will announce any and all of these changes by way of news release, which will be filed under the Company’s profile on SEDAR+ ([www.sedarplus.com](http://www.sedarplus.com)) as well as on our Company website at [www.bitterrootresources.com](http://www.bitterrootresources.com). We strongly recommend you check SEDAR+ and the Company’s website prior to the Meeting for the most current information. In the event of any changes to the Meeting format due to the COVID-19, the Company will not prepare or mail amended Meeting materials.

**DATED** at Vancouver, British Columbia, as of April 24, 2024.

#### **ON BEHALF OF THE BOARD OF DIRECTORS**

*“Michael S. Carr”*

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MICHAEL S. CARR, Director

**BITTERROOT RESOURCES LTD.**  
(the “Company”)

**INFORMATION CIRCULAR**

The Company is providing this management information circular (the “**Circular**”) in connection with management’s solicitation of proxies for use at the annual general meeting (the “**Meeting**”) of the Shareholders to be held on Thursday, June 6, 2024 at 11:00am at 700 West Georgia Street, Suite 2200, Vancouver, B.C. V7Y 1K8, and at any postponements or adjournments thereof for the purposes set forth in the notice of meeting (the “**Notice of Meeting**”).

Information in this Circular is given as at April 24, 2024, unless otherwise indicated.

**COMPLETION AND VOTING OF PROXIES**

As a Shareholder, it is very important that you read this information carefully and then vote your Shares, either by proxy or voting instruction form or by attending the Meeting.

**Date, Time and Place of Meeting**

The Meeting is scheduled to be held at 11:00am on Thursday, June 6, 2024 at 700 West Georgia Street, Suite 2200, Vancouver, B.C. V7Y 1K8 for the purposes set forth in the Notice of Meeting. The Company reserves the right to adjourn or postpone the Meeting if considered appropriate by the Board.

**Record Date**

The Board has established the record date (the “**Record Date**”) for the Meeting as the close of business on April 24, 2024. Only Shareholders of record at the close of business on the Record Date will be entitled to notice of the Meeting, or any adjournments or postponements thereof, and to vote at the Meeting. No Shareholders having become Shareholders of record after that time will be entitled to vote at the Meeting, or any adjournments or postponements thereof.

**Solicitation of Proxies**

The information contained in this Circular is furnished in connection with the solicitation of proxies by and on behalf of the management of the Company to be used at the Meeting and for the purposes set forth in the Notice of Meeting. It is expected that the solicitation will be primarily by mail, but proxies may also be solicited personally by telephone or other electronic means by management of the Company, including directors and officers. The costs of the solicitation will be borne by the Company.

**Notice-and-Access**

The Company is sending out proxy-related materials to Registered Shareholders and Non-Registered Shareholders using the notice-and-access mechanism that came into effect on February 11, 2013 under National Instrument 54-101 – Communications with Beneficial Owners of Securities of a Reporting Issuer (“**NI 54-101**”). Notice-and-access benefits the Company by reducing postage and printing costs. Shareholders will be provided with electronic access to the Notice of Meeting, this Circular, and the Company’s audited consolidated financial statements for the fiscal year ended October 31, 2023 and management’s discussion and analysis thereon (the “**Financial Statements**”) on the Company’s profile on SEDAR+ at [www.sedarplus.com](http://www.sedarplus.com) and also on the Company’s website at [www.bitterrootresources.com](http://www.bitterrootresources.com). Shareholders will receive paper copies of a notice package (the “**Notice Package**”) via pre-paid mail containing a notice with information prescribed by NI 54-101 and a form of proxy (if you are a Registered Shareholder) or a voting instruction form (if you are a Non-Registered Shareholder). The package also

includes a return card for Shareholders to request they be included in the Company's supplementary mailing list to receive annual and interim financial statements for the next fiscal year. Shareholders may obtain paper copies of the Notice of Meeting, this Circular and the Financial Statements by contacting the Company at 604-922-1351 or by emailing the Company at [infoman@bitterrootresources.com](mailto:infoman@bitterrootresources.com) before May 23, 2024.

### **Registered Shareholders**

You are a Registered Shareholder if your name appears on your share certificate. If you are a Registered Shareholder, the applicable proxy form is included in the Notice Package. You can vote in person at the Meeting or by proxy. Voting by proxy means that you are giving the person or people named on your form of proxy (your proxyholder) the authority to vote your Shares for you at the Meeting, or any adjournments or postponements thereof.

#### How to Vote in Person

If you intend to be present and vote in person at the Meeting, you do not need to complete or return your form of proxy. Voting in person at the Meeting will automatically cancel any proxy you completed earlier. At the Meeting, you must notify a representative of Computershare Trust Company of Canada.

#### How to Vote by Proxy

Registered Shareholders electing to submit a proxy may do so by:

- (a) completing, dating and signing the enclosed form of proxy and returning it to the Company's transfer agent Computershare Trust Company of Canada at Proxy Dept., 100 University Avenue, 9<sup>th</sup> Floor, Toronto, Ontario, M5J 2Y1;
- (b) using a touch tone phone to transmit voting choices by calling the number specified on the enclosed form of proxy and following the instructions of the telephone response system;  
or
- (c) using the internet through the website of the Company's transfer agent at [www.computershare.com/ca/proxy](http://www.computershare.com/ca/proxy).

In all cases a Registered Shareholder must ensure that the proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the proxy is to be used. Failure to properly complete or deposit a proxy may result in its invalidation.

If you vote by proxy, the directors and officers who are named on the form of proxy will vote your Shares for you, unless you appoint someone else to be your proxyholder.

**You have the right to appoint a person or company to represent you at the meeting other than the person or company designated in the form of proxy.** If you appoint someone else, he or she must be present at the Meeting to vote your Shares. This person does not have to be a Shareholder. Write the name of the person you are appointing in the space provided. Complete your voting instructions and date and sign the form. Make sure that the person you appoint is aware that he or she has been appointed and attends the Meeting. At the Meeting, he or she should notify a representative of Computershare Trust Company of Canada.

The Shares represented by any proxy received by management will be voted for or against or withheld from voting, as the case may be, by the persons named in the enclosed form of proxy in accordance with the direction of the Shareholder appointing them. In the absence of any direction to the contrary, it is intended

that the Shares represented by proxies received by management will be voted on any ballot “FOR” the matters set out in the Notice.

#### How to Change or Revoke your Vote

A registered Shareholder executing the enclosed form of proxy may revoke it at any time before it has been exercised by:

- (a) completing a form of proxy that is dated later than the form of proxy you are revoking and mailing it to Computershare Trust Company of Canada Company so that it is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the proxy is to be used;
- (b) sending a revocation notice in writing to the corporate secretary of the Company so that it is received at any time up to any including the last business day preceding the day of the Meeting, of any postponement or adjournment thereof. The notice can be from the Shareholder or the authorized attorney of such Shareholder; or
- (c) attending the Meeting and providing a revocation notice to the chair of the meeting before any vote in respect of which the proxy has been given has been taken.

#### **Non-Registered Shareholders**

Most shareholders of the Company are “non-registered” shareholders because the 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 shares. More particularly, a person is not a registered shareholder in respect of shares which are held on behalf of that person (the “**Non-Registered Holder**”) but which are registered either: (a) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited), of which the Intermediary is a participant.

If you are a Non-Registered Shareholder, and the Company or its agent has sent the Notice Package directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding Shares on your behalf. By choosing to send the Notice Package to you directly, the Company (and not the intermediary holding Shares on your behalf) has assumed responsibility for (i) delivering the Notice Package to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions delivered to you.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as non-objecting beneficial owners or “NOBOs”. Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as objecting beneficial owners or “OBOs”.

#### How to Vote by Voting Instruction Form

Intermediaries are required to seek voting instructions from Non-Registered Holders in advance of shareholders’ meetings unless the Non-Registered Holders have waived the right to receive meeting materials. Every Intermediary has its own mailing procedures and provides its own return instructions to clients. The Meeting Materials sent to Non-Registered Holders who have not waived the right to receive meeting materials are accompanied by a request for voting instructions (a “**VIF**”). This form is instead of

a proxy. By returning the VIF in accordance with the instructions noted on it, a Non-Registered Holder is able to instruct the registered shareholder how to vote on behalf of the Non-Registered Holder. VIFs, whether provided by the Company or by an Intermediary, should be completed and returned in accordance with the specific instructions noted on the VIF.

In either case, the purpose of this procedure is to permit Non-Registered Holders to direct the voting of the shares which they beneficially own. Should a Non-Registered Holder who receives a VIF wish to attend the Meeting or have someone else attend on his or her behalf, the Non-Registered Holder may request a legal proxy as set forth in the VIF, which will grant the Non-Registered Holder or his or her nominee the right to attend and vote at the Meeting.

The Company will not be paying for Intermediaries to deliver to OBOs (who have not otherwise waived their right to receive proxy-related materials) copies of the proxy-related materials and related documents. Accordingly, an OBO will not receive copies of the proxy-related materials and related documents unless the OBO's Intermediary assumes the costs of delivery.

Non-Registered Shareholders who receive a voting instruction form in the Notice Package should carefully follow the instructions provided, including those regarding when and where the VIF is to be delivered, to ensure their vote is counted. Subject to the terms of your voting instruction form, if you do not specify how you want your Shares voted, they will be voted "FOR" the matters set out in the Notice.

#### How to Vote in Person

If you are a Non-Registered Shareholder (or beneficial Shareholder) and wish to vote in person at the Meeting, please contact your Intermediary well in advance of the Meeting to determine how you can do so. At the Meeting, you should notify a representative of Computershare Trust Company of Canada.

#### How to Change or Revoke your Vote

Non-Registered Holders who wish to revoke a VIF or a waiver of the right to receive proxy-related materials should contact their Intermediary for instructions

#### **Exercise of Discretion by Proxyholders**

The form of proxy and any voting instructions submitted confer discretionary authority upon the persons named therein with respect to matters not specifically mentioned in the Notice of Meeting but which may properly come before the Meeting, or any adjournments or postponements thereof, and with respect to amendments to or variations of matters identified in the Notice of Meeting. As of the date hereof, management of the Company knows of no such amendments, variations or other matters to come before the Meeting, other than the matters referred to in the Notice of Meeting and routine matters incidental to the conduct of the Meeting. If any further or other business is properly brought before the Meeting, it is intended that the persons appointed as proxyholders will vote on such other business in such manner as such persons then consider to be proper.

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

No director or executive officer of the Company, or any person who beneficially owns, directly or indirectly, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company, or any associate or affiliate of the foregoing persons has any material interest, direct or indirect, in any transaction since the commencement of the Company's last completed financial year or in any proposed matter to be acted upon other than the election of directors.

### VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Company has only one class of shares entitled to be voted at the Meeting, namely, Common shares without par value. All issued shares are entitled to be voted at the Meeting and each has one vote. There were 93,683,556 common shares issued and outstanding on the Record Date.

Only those common shareholders of record on the Record Date, will be entitled to vote at the Meeting or any adjournment thereof.

To the knowledge of the directors and senior officers of the Company, only the following persons beneficially own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company which have the right to vote in all circumstances:

<b>Name</b>	<b>Number of Shares</b>	<b>Percentage of Outstanding Shares</b>
CDS & Co.	77,548,982	82.77%
Stichting Depository Plethora Precious Metals Fund	15,100,000	16.1%
Michael S. Carr	10,198,803	10.9%

### ELECTION OF DIRECTORS

The Board of Directors (the “**Board**”) of the Company presently consists of three (3) directors. The shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company at 3 for the ensuing year.

Management proposes to nominate the persons named in the following table for election as directors of the Company. Each director elected will hold office until the next Annual General Meeting or until his successor is duly elected or appointed, unless his office is earlier vacated in accordance with the Articles of the Company or he becomes disqualified to act as a director.

All of the proposed nominees are incumbent directors. All of the proposed nominees have consented in writing to serve as directors, if elected. All of the proposed nominees are ordinarily resident in Canada, except for Terence S. Ortslan.

The following information concerning the proposed nominees has been furnished by each of them:

<b>Name &amp; Present Position with the Company</b>	<b>Date First Appointed</b>	<b>Present Principal Occupation</b>	<b>Shares Owned<sup>(1)</sup></b>
Michael S. Carr British Columbia, Canada President, Secretary, Chief Executive Officer and Director	Nov. 23, 1992	President, Secretary Chief Executive Officer and Director of the Company and President of M.S. Carr & Associates Ltd.	10,198,803
Terence S. Ortslan Erivan, Armenia Director	June 9, 1997	Director of the Company	124,500

<b>Name &amp; Present Position with the Company</b>	<b>Date First Appointed</b>	<b>Present Principal Occupation</b>	<b>Shares Owned<sup>(1)</sup></b>
George W. Sanders British Columbia, Canada Chief Financial Officer and Director <sup>(2)</sup>	Sept. 4, 2002 <sup>(2)</sup>	Private investor, Chief Financial Officer <sup>(3)</sup> and Director of the Company, President and Director of Goldcliff Resource Corporation	4,012,470

**Notes**

- (1) The number of shares of the Company carrying the right to vote in all circumstances beneficially owned, directly or indirectly, or over which control or direction is exercised by each proposed nominee as of the Record Date.
- (2) George W. Sanders was previously Director of the Company for the period June 15, 1994 to June 6, 1997.
- (3) George W. Sanders was appointed as the Chief Financial Officer on December 21, 2018.

The Company does not have an Executive Committee.

The Company's Audit Committee currently consists of Michael S. Carr, Terence S. Ortslan and George W. Sanders, each of whom are Directors of the Company. Please refer to the "Audit Committee" section for further information.

### **Further Director Nominations Closed - Advance Notice Policy**

Any nominations must be made in accordance with the Company's Advance Notice Policy which requires nominations to be made no more than 10 days after the Company or its transfer agent provides notice of an annual meeting of shareholders or a special meeting of shareholders called for the purpose of election of directors. As notice was made more than 10 days ago, further nominations for elections to the board of directors are closed and will not be considered for the Meeting. The full text of the Advance Notice Policy is available via SEDAR+ at [www.sedarplus.com](http://www.sedarplus.com) or upon request by contacting the Company at (604) 922-1351 or by e-mail at [infoman@bitterrootresources.com](mailto:infoman@bitterrootresources.com).

## **AUDIT COMMITTEE**

### **Audit Committee Charter**

The Audit Committee operates under the guidelines of the Audit Committee Charter, which states that each of the members of the Audit Committee is to be considered financially literate. A copy of the Audit Committee Charter is attached as Schedule "A" to this Circular. The Audit Committee reviews the annual and quarterly financial statements of the Company, oversees the annual audit process, the Company's internal accounting controls and the resolution of issues identified by the Company's auditors, and recommends to the Board the firm of independent auditors to be nominated for appointment by the shareholders at the next annual general meeting. In addition, the Audit Committee meets annually with the external auditors of the Company.

### **Composition of the Audit Committee**

The Audit Committee currently is comprised of Michael S. Carr, Terence S. Ortslan and George Sanders, of which Terence S. Ortslan is an independent director. Michael S. Carr and George Sanders are not independent directors as they are also officers of the Company. Each member of the Audit Committee is financially literate for the understanding of the accounting principles used by the Company to prepare its financial statements.

### **Relevant Education and Experience**

Michael S. Carr has been a director and the President of the Company since 1992, the Chief Executive Officer since April 4, 2012 and the Secretary since November 19, 2014. During this time he has been

primarily responsible for the preparation, in conjunction with the auditors, of the Company's quarterly and annual financial statements as well as dealing with the Company's day-to-day finances and operations.

George W. Sanders is a director of one other public company and has more than 40 years of experience in financing mineral exploration. He was also an investment advisor for more than 12 years.

Terence S. Ortslan was the Managing Director of TSO & Associates, a firm focusing on mining, metals and fertilizer research from 2005 to 2022. He has been an independent financial advisor in the mining sector since 1995. Mr. Ortslan has an MBA with a finance specialization.

### **Audit Committee Oversight**

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

### **Reliance on Certain Exemptions**

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

### **Pre-Approval of Policies and Procedures**

The Audit Committee must pre-approve all non-audit services. Other than the requirement to pre-approve, the Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Audit Committee on a case-by-case basis.

### **External Auditor Service Fees**

As a matter of policy, all non-audit related services are pre-approved by the Audit Committee. The following table summarizes fees billed by the Company's external auditors during the last two fiscal years.

<b>Fee in dollars (Cdn)</b>	<b>Fiscal year ended Oct. 31, 2022</b>	<b>Fiscal year ended Oct. 31, 2023</b>
Audit Fees	\$26,570.25	\$26,570.25
Audit Related Fees	\$0	\$0
Tax Fees	\$0	\$0
All Other Fees	\$0	\$0
<b>Total</b>	<b>\$ 26,570.25</b>	<b>\$ 26,570.25</b>

### **Exemption**

The Company is relying upon the exemption available to Venture issues contained in section 6.1 of National Instrument 52-110.

## **STATEMENT OF CORPORATE GOVERNANCE**

National Instrument 58-101, *Disclosure of Corporate Governance Practices*, requires all companies to provide certain annual disclosure of their corporate governance practices with respect to the corporate

governance guidelines (the “**Guidelines**”) adopted in National Policy 58-201. These Guidelines are not prescriptive, but have been used by the Company in adopting its corporate governance practices. The Company’s approach to corporate governance is set out below.

### **Board of Directors**

The Board currently consists of three (3) Directors: Michael S. Carr (President, Secretary and Chief Executive Officer), Terence S. Ortslan and George W. Sanders (Chief Financial Officer). The shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company at 3 for the ensuing year.

The Guidelines suggest that the Board of Directors of every listed company should be constituted with a majority of individuals who qualify as “independent” directors. A director is “independent” if the individual has no direct or indirect material relationship with the Company which could, in the view of the Company’s Board, be reasonably expected to interfere with the exercise of a director’s independent judgment whether on the Board or a committee of the Board. Notwithstanding the foregoing, an individual who is, or has been within the last three years, an employee or executive officer of the Company is considered to have a material relationship with the Company. Notwithstanding the recommendations set out in the Guidelines, of the current Board, Terence S. Ortslan is independent and shall be designated as the lead director.

### **Directorships**

The following table sets forth the directors of the Company who currently serve as directors of other reporting issuers:

<b>Name of Director</b>	<b>Other Reporting Issuers</b>
George W. Sanders	Goldcliff Resource Corporation

### **Orientation and Continuing Education**

The Company does not provide a formal orientation and education program for new directors; however, any new directors will be given the opportunity to familiarize themselves with the Company, the current directors and members of management.

### **Ethical Business Conduct**

The Board has not, to date, adopted a formal written Code of Business Conduct and Ethics. The current limited size of the Company’s operations, and the small number of officers and employees, allow the Board to monitor, on an ongoing basis, the activities of management and to ensure that the highest standard of ethical conduct is maintained.

### **Nomination of Directors**

The Board selects new nominees to the Board, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members and the President. The Board monitors, but does not formally assess, the performance of individual Board members or committee members or their contributions.

### **Compensation Committee**

The Board has not, to date, constituted a compensation committee. However, all employment, consulting or other compensation arrangements between the Company and any director or senior officer of the

Company or between any subsidiary of the Company and any director or senior officer must be considered and approved by the Company's independent directors.

### **Other Board Committees**

The Company has one standing committee, the Audit Committee. Please refer to the "Audit Committee" section.

### **Assessments**

The Board does not, at present, have a formal process in place for assessing the effectiveness of the Board as a whole, its committees or individual directors. Based on the Company's size, its stage of development and the limited number of individuals on the Board, the Board considers a formal assessment process to be inappropriate at this time. The entire Board is responsible for selecting new directors and assessing current directors. A proposed director's credentials are reviewed in advance of a Board meeting by one or more members of the Board prior to the proposed director's nomination.

## **STATEMENT OF EXECUTIVE COMPENSATION**

### **Definitions**

For the purposes of this Statement of Executive Compensation:

- (a) "Chief Executive Officer" means each individual who served as chief executive officer of the Company or acted in a similar capacity during the most recently completed financial year;
- (b) "Chief Financial Officer" means each individual who served as chief financial officer of the Company or acted in a similar capacity during the most recently completed financial year;
- (c) "Named Executive Officers" means each of the following individuals:
  - (i) a Chief Executive Officer;
  - (ii) a Chief Financial Officer;
  - (iii) each of the Company's three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the Chief Executive Officer and Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was, individual, more than \$150,000.00 for that financial year; and
  - (iv) each individual who would be a Name Executive Officer under paragraph (iii) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

### **Director and Named Executive Officer Compensation**

The table below sets forth all compensation for each Named Executive Officer and Director of the Company for the Company's two most recently completed financial years.

Table of compensation excluding compensation securities							
Name and position	Year Ended Oct 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Michael S. Carr, Chief Executive Officer, President, and Secretary	2022	Nil	Nil	Nil	Nil	120,000.00 <sup>(1)</sup>	120,000.00
	2023	Nil	Nil	Nil	Nil	120,000.00 <sup>(1)</sup>	120,000.00
George W. Sanders, Director and Chief Financial Officer	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
Terence S. Ortslan, Director	2022	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil

**Notes:**

(1) See "Management Contracts".

**Stock Options and Other Compensation Securities**

The table below sets forth all compensation securities granted or issued to each Named Executive Officer and Director of the Company in the most recently completed financial year.

Compensation Securities <sup>(1)</sup>							
Name and position	Type of compensation security	Number of compensation securities, (number of underlying securities), and percentage of class <sup>(2)</sup>	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
Michael S. Carr, President, Secretary and Chief Executive Officer <sup>(3)</sup>	Stock Option	1,000,000 (1,000,000) 13.33%	March 6, 2023	0.05	0.04	0.03	March 5, 2028
George W. Sanders, Director and Chief Financial Officer <sup>(4)</sup>	Stock Option	200,000 (200,000) 2.67%	March 6, 2023	0.05	0.04	0.03	March 5, 2028
Terence S. Ortslan, Director <sup>(5)</sup>	Stock Option	200,000 (200,000) 2.67%	March 6, 2023	0.05	0.04	0.03	March 5, 2028

**Notes:**

- (1) There are no vesting provisions nor restrictions or conditions for converting, exercising or exchanging the compensation securities. No compensation security has been re-priced, cancelled and replaced, had its term extended, or otherwise been materially modified, in the most recently completed financial year.
- (2) Percentage indicates the percentage of stock options relative to total issued stock options.

No Named Executive Officer or Director of the Company exercised any compensation securities during the most recently completed financial year.

### **Stock Option Plans and Other Incentive Plans**

Incentive stock options may be granted to directors, consultants, officers and employees of the Company in accordance with the Company's stock option plan previously approved by the shareholders of the Company at the last annual general meeting and the policies of the TSX Venture Exchange. The Company is requesting renewed approval of its stock option plan at the Meeting (see "Approval of Stock Option Plan" below).

### **Employment, Consulting and Management Agreements**

Management services for the Company are performed pursuant to an agreement among the Company, Michael S. Carr and M.S. Carr & Associates Ltd. whereby M.S. Carr & Associates Ltd. provides management, administrative and other services to the Company (see "Management Contracts" below).

The Company is not a party to any contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in a Named Executive Officer's responsibilities.

### **Oversight and Description of Director and Named Executive Officer Compensation**

The compensation paid by the Company is designed to compensate its Directors and executive officers for contributions to the Company and to reward management performance by aligning a component of the compensation with the Company's business performance and share value.

The Company does not have a formal compensation committee. The Company's board of directors informally discusses and approves compensation to be paid by the Company, ensuring that total compensation paid is fair and reasonable and is consistent with the Company's compensation philosophy, however, all employment, consulting or other compensation arrangements between the Company and any director or senior officer of the Company or between any subsidiary of the Company and any director or senior officer must be considered and approved by the Company's independent directors. Compensation paid by the Company can be broken into three key elements: (i) base salary, fees and benefits; (ii) cash bonuses; and (iii) stock options. A description each element of compensation is set forth below.

#### **Base Salary**

Base salary compensation levels are designed to compensate and reward Named Executive Officers for the services they provide to the Company. In setting base compensation levels, consideration is given to such factors as level of responsibility, experience, expertise, the amount of time devoted to the affairs of the Company and the amount comparable businesses pay to their Named Executive Officers.

#### **Bonus Plan**

Bonus levels, if any, will be established by the board of directors of the Company. Bonus awards for executive officers are discretionary and bonuses are not foreseen to be paid until the Company grows significantly.

#### **Stock Options**

The Company's stock option plan provides for the grant of stock options to directors, executive officers and key employees and consultants of the Company and its subsidiaries for the purpose of advancing the interests of the Company and its shareholders through the motivation, attraction and retention of these individuals.

The board of directors of the Company determines the size of stock option grants and the terms and conditions of the options forming part of such grants. The existing number and terms of the outstanding options are taken into account when granting new options.

Details of the Company's Stock Option Plan are provided below under "Approval of Stock Option Plan".

### **Pension Disclosure**

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

### **SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS**

The only equity compensation plan which the Company has in place is its stock option plan which was previously approved by the shareholders of the Company at the last annual general meeting of the Company. The stock option plan provides that the number of shares issuable under the plan, together with all other shares issuable under previously issued stock options may not exceed 10% of the total number of issued and outstanding shares at the date of grant. The following table sets forth securities of the Company that are authorized for issuance under equity compensation plans as at the end of the Company's most recently completed financial year:

<b>Plan Category</b>	<b>Number of securities to be issued upon exercise of outstanding options, warrants and rights</b>	<b>Weighted-average exercise price of outstanding options, warrants and rights</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
Equity compensation plans approved by securityholders	7,800,000	\$0.106	1,568,355
Equity compensation plans not approved by securityholders	NIL	N/A	N/A
Total	7,800,000	\$0.106	1,568,355

### **INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS**

None of the directors or senior officers of the Company, or associates or affiliates of such persons are indebted to the Company as at the Record Date.

### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Except as disclosed herein, since the commencement of the Company's last completed financial year, no "informed person" of the Company, nominee for election as a director of the Company, or any associate or affiliate of an "informed person" or nominee has or had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or which will materially affect the Company or any of its subsidiaries. An "informed person" means a director or executive officer of the Company, a director or executive officer or a person or company that is itself an informed person or a subsidiary of the Company, any person who beneficially owns, directly or indirectly, voting shares of the Company or who exercises control or direction over shares of the Company or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company.

As at the Record Date, the Company was indebted to a director of the Company in the amount of \$118,883.00 payable on demand with interest at a rate of 6% per annum. This debt is secured pursuant to

a share pledge agreement whereby the Company's shares of Perseverance Metals Inc. have been pledged as security for the repayment of the debt.

### MANAGEMENT CONTRACTS

Management services for the Company are performed pursuant to an agreement among the Company, Michael S. Carr and M.S. Carr & Associates Ltd. whereby M.S. Carr & Associates Ltd. provides management, administrative and other services to the Company. Pursuant to this agreement the Company had agreed to pay M.S. Carr & Associates Ltd. a management fee of \$10,000.00 per month plus GST. Payment of management fees has been deferred since November 2022.

The Company also pays all administrative expenses which may be incurred on behalf of the Company by M.S. Carr & Associates Ltd. Michael S. Carr is the sole director and shareholder of M.S. Carr & Associates Ltd.

### APPOINTMENT OF AUDITORS

The shareholders will be asked to pass an ordinary resolution appointing Davidson & Company LLP of 1200-609 Granville Street, Vancouver, British Columbia, as Auditor for the Company to hold office until the next Annual General Meeting of the shareholders. Davidson & Company LLP was first appointed auditor of the Company on October 22, 2010.

The *Business Corporations Act* (British Columbia) requires that the remuneration of the auditor of a company be fixed by ordinary resolution of the shareholders (a resolution passed by a simple majority of the votes cast in person or by proxy at a general meeting of shareholders) or, if the shareholders so resolve, by the directors. The shareholders will be asked, by way of an ordinary resolution, to authorize the directors to fix the remuneration for the auditors, which authorization will expire at the next Annual General Meeting of the Company.

### APPROVAL OF STOCK OPTION PLAN

The Board has approved the Company's current form of 10% "rolling" stock option plan (the "**Stock Option Plan**" or the "**Plan**"). The Stock Option Plan incorporates certain requirements of Exchange Policy 4.4 – Security Based Compensation ("**Policy 4.4**"), which was amended on November 24, 2021. The information below should be read in conjunction with the Stock Option Plan. Any definitions or capitalized terms used or referenced below have the same meaning attributed to them in the Stock Option Plan which is attached to this Information Circular as Schedule B and will be accessible on the Company's SEDAR+ profile at [www.sedarplus.com](http://www.sedarplus.com).

The purpose of the Plan is to give to Eligible Persons (as defined herein) additional compensation, the opportunity to participate in the success of the Company by granting to such individuals Stock Options, exercisable over periods of up to ten (10) years as determined by the Board, to buy shares of the Company at a price not less than the Market Price (as defined herein) prevailing on the date the Stock Option is granted less applicable discount, if any, permitted by the policies of the Exchange and approved by the Board. The general terms and conditions of the Stock Option Plan are reflected in the disclosure below.

Key Terms	Summary
<b>Administration</b>	The Board shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Stock Option Plan, to interpret the Stock Option Plan, to prescribe, amend and rescind rules and regulations relating to the Stock Option Plan and to make all other

**Key Terms****Summary**

determinations deemed necessary or advisable in respect of the Stock Option Plan. Except as set forth in certain sections of the Stock Option Plan and subject to any required prior Exchange approval, the interpretation and construction of any provision of the Stock Option Plan by the Board shall be final and conclusive. Administration of the Stock Option Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

**Number of Shares**

The maximum aggregate number of Shares that are issuable pursuant to security-based compensation granted or issued under the Stock Option Plan and all of the Company's other previously established or proposed security-based compensation plans (to which the following limits apply under Exchange policies):

(a) to all Eligible Persons granted a Stock Option pursuant to the Stock Option Plan and their heirs, executors, and administrators (“**Optionees**”) as a group (including for greater certainty Insiders (as a group) shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis at any point in time;

(b) to Insiders (as a group) in any 12-month period shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis on the date specified in an agreement whereby the Company grants an Optionee a Stock Option (an “**Option Agreement**”) as the date on which a Stock Option is granted (the “**Grant Date**”), unless the Company has obtained the requisite disinterested shareholder approval pursuant to applicable Exchange policies;

(c) to any one Optionee (including, where permitted under applicable policies of the Exchanges, any companies that are wholly owned by such Optionee) in any 12-month period shall not exceed 5% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date, unless the Company has obtained the requisite disinterested shareholder approval pursuant to applicable Exchange policies.

(d) to any one Consultant (as defined under the policies of the Exchange) in any 12-month period shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date;

(e) to Investor Relations Service Providers (as defined under the policies of the Exchange) (as a group) in any 12-month period shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date, and Investor Relations Service Providers shall not be eligible to receive any security-based compensation other than Stock Options if the Shares are listed on the Exchange at the time of any issuance or grant; and

Key Terms	Summary
	(f) to Eligible Charitable Organizations (as defined under the policies of the Exchange) (as a group) shall not exceed 1% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date.
<b>Securities</b>	Each Stock Option entitles the holder thereof to purchase one Share (subject to adjustment in certain circumstances) at an exercise price determined by the Board.
<b>Participation</b>	Any directors, officers, Employees (as defined under the policies of the Exchange), Management Company Employees (as defined under the policies of the Exchange), Consultants and Eligible Charitable Organizations (as defined under the policies of the Exchange) of the Company and its subsidiaries (collectively " <b>Eligible Persons</b> ").
<b>Stock Option Price</b>	The price per Share specified in an Option Agreement, adjusted from time to time, (the "Option Price") under each Stock Option shall be not less than the Market Price on the Grant Date less the applicable discount permitted under the policies of the Exchanges or, if the Shares are not listed on any Exchange, less 25%.
<b>Exercise Period</b>	The exercise period of a Stock Option will be the period from and including the Grant Date up to 4:00 p.m. Pacific Time on the expiry date that will be determined by the Board at the time of grant (the " <b>Expiry Date</b> "), provided that the Expiry Date of a Stock Option will be no later than the tenth anniversary of the Grant Date of the Stock Option. In the event that the Expiry Date of a Stock Option falls during, or within five (5) trading days of, a trading blackout period imposed by the Company (the " <b>Blackout Period</b> "), the Expiry Date of such Stock Option shall automatically be extended to a date which is ten (10) trading days following the end of such Blackout Period (the "Extension Period"), subject to no cease trade order being in place under applicable securities laws; provided that if an additional Blackout Period is subsequently imposed by the Company during the Extension Period, then such Extension Period shall be deemed to commence following the end of such additional Blackout Period to enable the exercise of such Stock Option within ten (10) trading days following the end of the last imposed Blackout Period.
<b>Ceasing to be an Eligible Person</b>	If an Optionee ceases to be an Eligible Person, his or her Option shall be exercisable as follows:
	(a) Death or Disability
	If the Optionee ceases to be an Eligible Person, due to his or her death or disability or, in the case of an Optionee that is a company, the death or disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Stock

**Key Terms****Summary**

Option then held by the Optionee shall be exercisable to acquire the number of Shares, at a particular time, which have been reserved for issuance upon the exercise of a Stock Option but which have not been issued, as adjusted from time to time (“**Unissued Option Shares**”) that have become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement (“**Vested**”) at any time up to but not after the earlier of:

- (i) 365 days after the date of death or disability; and
  - (ii) the Expiry Date;
- (b) Termination For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company (as defined under the policies of the Exchange), the Optionee’s employer, ceases to be an Eligible Person as a result of termination for cause as that term is interpreted by the courts of the jurisdiction in which the Optionee, or, in the case of a Management Company Employee or a Consultant Company, of the Optionee’s employer, is employed or engaged; any outstanding Stock Option held by such Optionee on the date of such termination, whether in respect of Option Shares that are Vested or not, shall be cancelled as of that date.

- (c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee’s employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company’s retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, the Stock Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days (30 days if the Optionee was engaged in Investor Relations Activities) after the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee’s employer, ceases to be an Eligible Person.

- (d) Spin-Out Transactions

If pursuant to the operation of section 5.3(c) of the Stock Option Plan (in connection with a corporate reorganization) an Optionee receives options (the “**New Options**”) to purchase securities of another company (the “**New Company**”) in respect of the Optionee’s Stock Options (the “**Subject Options**”), subject to the prior approval of the Exchanges, the New Options shall expire on the earlier of: (i) the Expiry Date of the Subject

**Key Terms****Summary**

Options; (ii) if the Optionee does not become an Eligible Person in respect of the New Company, the date that the Subject Options expire pursuant to paragraph (a), (b) or (c) above, as applicable; (iii) if the Optionee becomes an Eligible Person in respect of the New Company, the date that the New Options expire pursuant to the terms of the New Company's stock option plan that correspond to section (a), (b) or (c) above; and (iv) the date that is one (1) year after the Optionee ceases to be an Eligible Person in respect of the New Company or such shorter period as determined by the Board.

**(e) Eligible Charitable Organizations**

If the Optionee ceases to be an Eligible Person due to no longer being an Eligible Charitable Organization, the Stock Options then held by that Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days after the date the Optionee ceases to be an Eligible Person.

Notwithstanding the foregoing, the Board may, in its sole discretion if it determines such is in the best interests of the Company and subject to the policies of the Exchanges, extend the early Expiry Date (as set out above in paragraphs (a) to (e)) of any Stock Option held by an Optionee who ceases to be an Eligible Person to a later date within a reasonable period, subject to such period not exceeding 12 months from the date the Optionee ceases to be an Eligible Person.

**Vesting**

The Board shall determine the terms upon which each Stock Option shall vest at the time of grant, subject to the policies of the Exchanges. Unless otherwise specified by the Board at the time of granting an Stock Option, all Stock Options shall vest and become exercisable in full upon grant, except Stock Options granted to Investor Relations Service Providers, which Stock Options must vest in stages over twelve months with no more than one-quarter of the Stock Options vesting in any three month period.

**Acceleration Events  
(Take-Over Bid and  
Change of Control)**

If at any time when a Stock Option granted under the Stock Option Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Board may, upon notifying each Optionee of full particulars of the Offer and subject to the approval of the Exchanges with respect to Investor Relations Service Providers, declare all Option Shares issuable upon the exercise of Stock Options granted under the Stock Option Plan, Vested, and declare that the Expiry Date for the exercise of all unexercised Stock Options granted under the Stock Option Plan is accelerated so that all Stock Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer.

If a Change of Control occurs, all Option Shares subject to each outstanding Stock Option will become Vested, whereupon such Stock

Key Terms	Summary
<b>Amendments</b>	Option may be exercised in whole or in part by the Optionee, subject to the approval of the Exchanges with respect to Investor Relations Service Providers or if otherwise necessary.
<b>Shares Not Acquired</b>	The Board may from time to time, subject to applicable law and to the prior approval, if required, of the shareholders (or disinterested shareholders, if required), Exchanges or any other regulatory body having authority over the Company or the Stock Option Plan, suspend, terminate or discontinue the Stock Option Plan at any time, or amend or revise the terms of the Stock Option Plan or of any Stock Option granted under the Stock Option Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any Stock Option previously granted to an Optionee under the Stock Option Plan without the consent of that Optionee.
<b>Adjustments</b>	Any Unissued Option Shares not acquired by an Optionee under a Stock Option which has been settled in cash, cancelled, terminated, surrendered, forfeited or expired without being exercised may be made the subject of a further Stock Option pursuant to the provisions of the Stock Option Plan.
<b>Rights of Optionees</b>	The Stock Option Plan provides for certain standard adjustments to the Option Price and the number of Unissued Option Shares in the event of a share reorganization, special dividend distribution or corporate reorganization. Any adjustment is subject to the prior approval of the Exchange, other than adjustments due to a share subdivision, combination or consolidation.
<b>Previously Granted Stock Options</b>	An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).
<b>Previously Granted Stock Options</b>	Stock Options which are outstanding under pre-existing stock option plan(s) of the Company as of the effective date of the Stock Option Plan shall continue to be exercisable and shall be deemed to be governed by and be subject to the terms and conditions of the Stock Option Plan except to the extent that the terms of the Stock Option Plan are more restrictive than the terms of such pre-existing plan(s) under which such stock options were originally granted, in which case the applicable pre-existing plan(s) shall govern, provided that any stock options granted, issued or amended after November 23, 2021 must comply with TSXV Policy 4.4 - Incentive Stock Options (as at November 24, 2021).

Shareholders will be asked at the Meeting to approve, with or without variation, the following ordinary resolution (the “**Stock Option Resolution**”):

**“BE IT RESOLVED THAT:**

- (a) the Company's Stock Option Plan be confirmed and approved, and that in connection therewith a maximum of 10% of the issued and outstanding common shares of the Company at the time of each grant be approved for granting as options; and
- (b) any director or officer of the Company be authorized and directed to do all acts and things and to execute and deliver all documents required, as in the opinion of such director or officer may be necessary or appropriate in order to give effect to this resolution."

The Board unanimously recommends that each Shareholder vote FOR the Stock Option Resolution.

**In the absence of instructions to the contrary, Shares represented by proxies in favour of management will be voted FOR the Stock Option Resolution. In order to be effective, the Stock Option Resolution must be passed by majority of the votes cast on the matter at the Meeting in person or by proxy.**

#### **OTHER BUSINESS**

The Board and Management are not aware of any other matters that will be brought before the Meeting. If other matters are properly brought before the Meeting, it is the intention of the persons named in the enclosed proxy to vote the proxy on such matters in accordance with their judgment.

#### **ADDITIONAL INFORMATION**

Additional information concerning the Company can be found on SEDAR+ at [www.sedarplus.com](http://www.sedarplus.com). Financial information relating to the Company is provided in the Company's comparative financial statements for the financial year ended October 31, 2023. Copies of the Company's financial statements may be obtained by a shareholder on SEDAR+ or upon request without charge by contacting the Company at Bitterroot Resources Ltd., c/o 700 West Georgia Street, Suite 2200, Vancouver, B.C. V7Y 1K8.

**DATED** at Vancouver, British Columbia, as of April 24, 2024.

#### **ON BEHALF OF THE BOARD OF DIRECTORS**

*"Michael S. Carr"*

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MICHAEL S. CARR, Director and CEO

## **SCHEDULE "A"**

### **Audit Committee Charter**

#### **BITTERROOT RESOURCES LTD.**

#### **AUDIT COMMITTEE CHARTER**

*(adopted by the Board of Directors of Bitterroot Resources Ltd.)*

#### **A. MANDATE**

The Audit Committee of the Board of Directors (the "Committee") is responsible for oversight of the quality and integrity of the accounting, auditing and reporting practices of Bitterroot Resources Ltd. (the "Company"). The Committee's purpose is to oversee the accounting and financial reporting processes of the Company and the audits of the Company's financial statements.

#### **B. COMPOSITION AND PROCEDURES**

The Committee shall consist of at least three members of the Board of Directors (the "Board"). If the Board consists of 3 directors, the directors of the Board shall be the members of the Committee. If the Board consists of more than 3 directors, the Board, at its first meeting following the annual general meeting of the shareholders, shall appoint the members of the Committee for the ensuing year. The Board may at any time remove or replace any member of the Committee and may fill any vacancy in the Committee. Unless the Board shall have appointed a chair of the Committee, the members of the Committee shall elect a chair from among their number.

The quorum for meetings shall be a majority of the members of the Committee, present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak and to hear each other. The Committee shall meet at such times and at such locations as may be requested by the chair of the Committee. The auditors or any member of the Committee may request a meeting of the Committee.

The Committee shall be entitled to engage independent counsel and other advisors as it considers necessary to carry out its duties and to set and pay the compensation for any such advisors. Any decision by the Committee to engage independent counsel or other advisors and to set compensation for such advisors shall be made by a majority vote of the Committee.

#### **C. DUTIES AND RESPONSIBILITIES**

1. The overall duties and responsibilities of the Committee shall be as follows:
  - (a) to assist the Board in the discharge of its responsibilities relating to the Company's accounting principles, reporting practices and internal controls and its approval of the Company's annual and quarterly consolidated financial statements;
  - (b) to establish and maintain a direct line of communication with the Company's auditors and to assess the auditor's performance; and
  - (c) to ensure that the management of the Company has designed, implemented and is maintaining an effective system of internal financial controls.
2. The duties and responsibilities of the Committee as they relate to the auditors shall be as follows:
  - (a) to recommend to the Board a firm of auditors to be engaged by the Company, and to verify the independence of such auditors;

- (b) to recommend to the Board the compensation to be paid to the auditors;
  - (c) to oversee the work of the auditors, including the resolution of disagreements between management and the auditors regarding financial reporting;
  - (d) to pre-approve all non-audit services to be provided to the Company by the auditors unless otherwise provided for in National Instrument 52-110;
  - (e) to review the Company's financial statements, MD&A and press releases announcing annual and interim earnings before the Company publicly discloses the information;
  - (f) to ensure that procedures are in place for the review of the Company's disclosure of financial information extracted or derived from the Company's financial statements, other than the public disclosure referred to in subsection (e) above, and periodically assess the adequacy of the procedures;
  - (g) to establish procedures for:
    - (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and
    - (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters; and
  - (h) to review and approve the Company's hiring policies regarding partners, employees or former partners and employees of the present and former auditors of the Company.
3. The Committee is also charged with the responsibility to:
- (a) review the Company's quarterly statements of earnings, including the impact of unusual items and changes in accounting principles and estimates and report to the Board with respect thereto;
  - (b) review and approve the financial sections of:
    - (i) the annual report to shareholders;
    - (ii) any annual information form;
    - (iii) any prospectuses; and
    - (iv) any other public reports requiring approval by the Board,and report to the Board with respect thereto;
  - (c) review with management, the auditors and, if necessary, with legal counsel, any litigation, claim or other contingency, including tax assessments that could have a material effect upon the financial position or operating results of the Company and the manner in which such matters have been disclosed in the consolidated financial statements; and
  - (d) review the Company's compliance with regulatory and statutory requirements as they relate to financial statements, tax matters and disclosure of financial information.

**SCHEDULE "B"**  
STOCK OPTION PLAN  
**ATTACHED**

**BITTERROOT RESOURCES LTD.**

**June 6, 2024**

**10% ROLLING STOCK OPTION PLAN**

**1. PURPOSE OF THE PLAN**

The Company hereby establishes a stock option plan for Directors, Officers, Employees, Management Company Employees, Consultants and Eligible Charitable Organizations (as such terms are defined below) of the Company and its subsidiaries (collectively “**Eligible Persons**”), to be known as the “Bitterroot Resources Ltd. Stock Option Plan” (the “**Plan**”). The purpose of the Plan is to give to Eligible Persons as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals Options, exercisable over periods of up to ten (10) years as determined by the board of directors of the Company, to buy shares of the Company at a price not less than the Market Price prevailing on the date the Option is granted less applicable discount, if any, permitted by the policies of the Exchanges and approved by the Board.

**2. DEFINITIONS**

In this Plan, the following terms shall have the following meanings:

- 2.1 “**Board**” means the Board of Directors of the Company.
- 2.2 “**Change of Control**” means the occurrence of any one or more of the following events:
  - (i) a consolidation, reorganization, amalgamation, merger, acquisition or other business combination (or a plan of arrangement in connection with any of the foregoing), other than solely involving the Company and any one or more of its affiliates, with respect to which all or substantially all of the persons who were the beneficial owners of the Shares and other securities of the Company immediately prior to such consolidation, reorganization, amalgamation, merger, acquisition, business combination or plan of arrangement do not, following the completion of such consolidation, reorganization, amalgamation, merger, acquisition, business combination or plan of arrangement, beneficially own, directly or indirectly, more than 50% of the resulting voting rights (on a fully-diluted basis) of the Company or its successor;
  - (ii) the sale, exchange or other disposition to a person other than an affiliate of the Company of all, or substantially all of the Company’s assets;
  - (iii) a resolution is adopted to wind-up, dissolve or liquidate the Company;
  - (iv) a change in the composition of the Board, which occurs at a single meeting of the shareholders of the Company or upon the execution of a shareholders’ resolution, such that individuals who are members of the Board immediately prior to such meeting or resolution cease to constitute a majority of the Board, without the Board, as constituted immediately prior to such meeting or resolution, having approved of such change; or
  - (v) any person, entity or group of persons or entities acting jointly or in concert (an “**Acquiror**”) acquires or acquires control (including, without limitation, the right to vote or direct the voting) of Voting Securities of the Company which, when added to the Voting Securities owned of record or beneficially by the Acquiror or which the Acquiror has the right to vote or in respect of which the Acquiror has the right to direct the voting, would entitle the Acquiror and/or associates and/or affiliates of the Acquiror to cast or to direct the casting of 20% or more of the votes attached to all of the Company’s outstanding Voting Securities which may be cast to elect directors of the Company or the successor Company (regardless of whether a meeting has been called to elect directors);

For the purposes of the foregoing, “**Voting Securities**” means Shares and any other shares entitled to vote for the election of directors and shall include any security, whether or not issued by the Company, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors including any options or rights to purchase such shares or securities;

- 2.3 “**Company**” means Bitterroot Resources Ltd. and its successors.
- 2.4 “**Consultant**” means a “Consultant” as defined in the TSXV Policies.
- 2.5 “**Consultant Company**” means a “Consultant Company” as defined in the TSXV Policies.
- 2.6 “**Director**” means a “Director” as defined in the TSXV Policies.
- 2.7 “**Disability**” means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
  - a. being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
  - b. acting as a director or officer of the Company or its subsidiaries.
- 2.8 “**Eligible Charitable Organization**” means an “Eligible Charitable Organization” as defined in TSXV Policies.
- 2.9 “**Eligible Persons**” has the meaning given to that term in section 1 hereof.
- 2.10 “**Employee**” means an “Employee” as defined in the TSXV Policies.
- 2.11 “**Exchanges**” means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed.
- 2.12 “**Exchange Hold Period**” means “Exchange Hold Period” as defined in TSXV Policies.
- 2.13 “**Expiry Date**” means the date set by the Board under section 3.1 of the Plan, as the last date on which an Option may be exercised.
- 2.14 “**Grant Date**” means the date specified in an Option Agreement as the date on which an Option is granted.
- 2.15 “**Insider**” means an “Insider” as defined in the TSXV Policies.
- 2.16 “**Investor Relations Activities**” means “Investor Relations Activities” as defined in the TSXV Policies.
- 2.17 “**Investor Relations Service Provider**” means “Investor Relations Service Provider” as defined in the TSXV Policies.
- 2.18 “**Joint Actor**” means a person acting “jointly or in concert with” another person as that phrase is interpreted in National Instrument 62-104 – *Take-Over Bids and Issuer Bids*.
- 2.19 “**Management Company Employee**” means a “Management Company Employee” as defined in the TSXV Policies.
- 2.20 “**Market Price**” of Shares at any Grant Date means the market price per Share as determined by the Board, provided that if the Company is listed on an Exchange, such price shall not be less than the market price determined in accordance with the rules of such Exchange.

- 2.21 “**Officer**” means an “Officer” as defined in the TSXV Policies.
- 2.22 “**Option**” means an option to purchase Shares granted pursuant to, or governed by, this Plan and any pre-existing stock option plan of the Company.
- 2.23 “**Option Agreement**” means an agreement, in the form attached hereto as Schedule “A”, whereby the Company grants to an Optionee an Option.
- 2.24 “**Optionee**” means each of the Eligible Persons granted an Option pursuant to this Plan and their heirs, executors and administrators.
- 2.25 “**Option Price**” means the price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 5.
- 2.26 “**Option Shares**” means the aggregate number of Shares which an Optionee may purchase under an Option.
- 2.27 “**Plan**” means this Bitterroot Resources Ltd. Stock Option Plan.
- 2.28 “**Securities Act**” means the Securities Act (British Columbia), R.S.B.C. 1996, c.418, as amended, as at the date hereof.
- 2.29 “**Security Based Compensation**” means “Security Based Compensation” as defined in the TSXV Policies.
- 2.30 “**Shares**” means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, “Shares” shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.
- 2.31 “**TSXV Policies**” means the policies included in the TSX Venture Exchange Corporate Finance Manual and “**TSXV Policy**” means any one of them.
- 2.32 “**Unissued Option Shares**” means the number of Shares, at a particular time, which have been reserved for issuance upon the exercise of an Option but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.
- 2.33 “**Vested**” means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

### **3. GRANT OF OPTIONS**

#### **3.1 Option Terms**

The Board may from time to time authorize the issue of Options to Eligible Persons. Where permitted under applicable policies of the Exchanges, companies that are wholly owned by Eligible Persons may also be issued Options. The Option Price under each Option shall be not less than the Market Price on the Grant Date less the applicable discount permitted under the policies of the Exchanges or, if the Shares are not listed on any Exchange, less 25%. The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than ten years after the Grant Date, subject to the operation of section 4.1. Options shall not be assignable or transferable by the Optionee.

### 3.2 Limits on Shares Issuable on Exercise of Options

The maximum aggregate number of Shares that are issuable pursuant to Security Based Compensation granted or issued under the Plan and all of the Company's other previously established or proposed Security Based Compensation plans (to which the following limits apply under Exchange policies):

- (a) to all Optionees as a group (including for greater certainty Insiders (as a group)) shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis at any point in time unless the Company has obtained the requisite disinterested shareholder approval pursuant to applicable Exchange policies;
- (b) to Insiders (as a group) in any 12-month period shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date, unless the Company has obtained the requisite disinterested shareholder approval pursuant to applicable Exchange policies;
- (c) to any one Optionee (including, where permitted under applicable policies of the Exchanges, any companies that are wholly owned by such Optionee) in any 12-month period shall not exceed 5% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date, unless the Company has obtained the requisite disinterested shareholder approval pursuant to applicable Exchange policies.
- (d) to any one Consultant in any 12-month period shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date;
- (e) to Investor Relations Service Providers (as a group) in any 12-month period shall not exceed 2% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date, and Investor Relations Service Providers shall not be eligible to receive any Security Based Compensation other than Options if the Shares are listed on the TSX Venture Exchange at the time of any issuance or grant; and
- (f) to Eligible Charitable Organizations (as a group) shall not exceed 1% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date.

### 3.3 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. In respect of Options granted to Employees, Consultants, Consultant Companies or Management Company Employees, the Company and the Optionee is representing herein and in the applicable Option Agreement that the Optionee is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan. All Options shall be subject to any applicable resale restrictions pursuant to applicable securities laws. In addition, Options and Option Shares that are subject to the Exchange Hold Period pursuant to TSXV Policy 1.1 must be legended with the Exchange Hold Period commencing on the Grant Date, and the Option Agreement shall contain any applicable resale restriction or Exchange Hold Period.

## 4. EXERCISE OF OPTION

### 4.1 When Options May be Exercised

Subject to sections 4.3, 4.4 and 4.5, an Option may be exercised to purchase any number of Shares up to the number of Vested Unissued Option Shares at any time after the Grant Date up to 4:00 p.m. Pacific Time on the Expiry Date and shall not be exercisable thereafter. In the event that the Expiry Date of an Option falls during a trading blackout period imposed by the Company (the "**Blackout Period**"), the Expiry Date of such Option shall automatically be extended to a date which is ten (10) trading days following the end of such Blackout Period (the "**Extension Period**"), subject to no cease trade order being in place under applicable securities laws; provided that if an additional Blackout Period is subsequently imposed by the Company during the Extension Period, then such Extension Period shall be

deemed to commence following the end of such additional Blackout Period to enable the exercise of such Option within ten (10) trading days following the end of the last imposed Blackout Period.

#### **4.2 Manner of Exercise**

The Option shall be exercisable by delivering to the Company a notice specifying the number of Option Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Option Share. Upon notice and payment there will be a binding contract for the issue of the Option Shares in respect of which the Option is exercised, upon and subject to the provisions of the Plan. Delivery of the Optionee's cheque payable to the Company or such other method of cash payment as is acceptable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque or other method of cash payment, as the case may be, is not honoured upon presentation in which case the Option shall not have been validly exercised.

#### **4.3 Vesting of Option Shares**

The Board, subject to the policies of the Exchanges, may determine and impose terms upon which each Option shall become Vested in respect of Option Shares. Unless otherwise specified by the Board at the time of granting an Option, and subject to the other limits on Option grants set out in Section 3.2 hereof, all Options granted under the Plan shall vest and become exercisable in full upon grant, except Options granted to Investor Relations Service Providers, which Options must vest in stages over twelve months with no more than one-quarter of the Options vesting in any three month period.

#### **4.4 Termination of Employment**

If an Optionee ceases to be an Eligible Person, his or her Option shall be exercisable as follows:

(a) Death or Disability

If the Optionee ceases to be an Eligible Person, due to his or her death or Disability or, in the case of an Optionee that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of:

- (i) 365 days after the date of death or Disability; and
- (ii) the Expiry Date;

(b) Termination For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person as a result of termination for cause as that term is interpreted by the courts of the jurisdiction in which the Optionee, or, in the case of a Management Company Employee or a Consultant Company, of the Optionee's employer, is employed or engaged; any outstanding Option held by such Optionee on the date of such termination, whether in respect of Option Shares that are Vested or not, shall be cancelled as of that date.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days (30 days if the Optionee was engaged in Investor Relations Activities) after the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person.

(d) Spin-Out Transactions

If pursuant to the operation of sub-section 5.3(c) an Optionee receives options (the “**New Options**”) to purchase securities of another company (the “**New Company**”) in respect of the Optionee’s Options (the “**Subject Options**”), subject to the prior approval of the Exchanges, the New Options shall expire on the earlier of: (i) the Expiry Date of the Subject Options; (ii) if the Optionee does not become an Eligible Person in respect of the New Company, the date that the Subject Options expire pursuant to sub-section 4.4(a), (b) or (c), as applicable; (iii) if the Optionee becomes an Eligible Person in respect of the New Company, the date that the New Options expire pursuant to the terms of the New Company’s stock option plan that correspond to sub-section 4.4(a), (b) or (c) hereof; and (iv) the date that is one (1) year after the Optionee ceases to be an Eligible Person in respect of the New Company or such shorter period as determined by the Board.

(e) Eligible Charitable Organizations

If the Optionee ceases to be an Eligible Person due to no longer being an Eligible Charitable Organization, the Options then held by that Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days after the date the Optionee ceases to be an Eligible Person.

Notwithstanding the foregoing, the Board may, in its sole discretion if it determines such is in the best interests of the Company and subject to the policies of the Exchanges, extend the early Expiry Date (as set out above in this section 4.4) of any Option held by an Optionee who ceases to be an Eligible Person to a later date within a reasonable period, subject to such period not exceeding 12 months from the date the Optionee ceases to be an Eligible Person.

For purposes of this section 4.4, the dates of death, Disability, termination, retirement, voluntary resignation, ceasing to be an Eligible Person and incapacity shall be interpreted to be without regard to any period of notice (statutory or otherwise) or whether the Optionee or his or her estate continues thereafter to receive any compensatory payments from the Company or is paid salary by the Company in lieu of notice of termination.

For greater certainty, an Option that had not become Vested in respect of certain Unissued Option Shares at the time that the relevant event referred to in this section 4.4 occurred, shall not be or become vested or exercisable in respect of such Unissued Option Shares and shall be cancelled.

#### 4.5 Effect of a Take-Over Bid

If a *bona fide* offer ( an “**Offer**”) for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the Securities Act, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon (subject to the approval of the Exchanges with respect to Investor Relations Service Providers) all Option Shares subject to such Offer will become Vested and the Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become Vested pursuant to section 4.3 shall be reinstated. If any Option Shares are returned to the Company under this section 4.5, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

#### **4.6 Acceleration of Expiry Date**

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Board may, upon notifying each Optionee of full particulars of the Offer and subject to the approval of the Exchanges with respect to Investor Relations Service Providers, declare all Option Shares issuable upon the exercise of Options granted under the Plan, Vested, and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer. The Board shall give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days of notice is required and more than 30 days of notice is not required.

#### **4.7 Compulsory Acquisition or Going Private Transaction**

If and whenever, following a take-over bid or issuer bid, there shall be a compulsory acquisition of the Shares pursuant to Division 6 of the *Business Corporations Act* (British Columbia) or any successor or similar legislation, or any amalgamation, merger or arrangement in which securities acquired in a formal take-over bid may be voted under the conditions described in Section 8.2 of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*, then following the date upon which such compulsory acquisition, amalgamation, merger or arrangement is effective, an Optionee shall be entitled to receive, and shall accept, for the same exercise price, in lieu of the number of Option Shares to which such Optionee was theretofore entitled to purchase upon the exercise of his or her Options, the aggregate amount of cash, shares, other securities or other property which such Optionee would have been entitled to receive as a result of such bid if he or she had tendered such number of Option Shares to the take-over bid.

#### **4.8 Effect of a Change of Control**

If a Change of Control occurs, all Option Shares subject to each outstanding Option will become Vested, whereupon such Option may be exercised in whole or in part by the Optionee, subject to the approval of the Exchanges with respect to Investor Relations Service Providers or if otherwise necessary.

#### **4.9 Exclusion from Severance Allowance, Retirement Allowance or Termination Settlement**

If the Optionee, or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares which were not Vested at that time or which, if Vested, were cancelled, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

#### **4.10 Shares Not Acquired**

Any Unissued Option Shares not acquired by an Optionee under an Option which has been settled in cash, cancelled, terminated, surrendered, forfeited or expired without being exercised may be made the subject of a further Option pursuant to the provisions of the Plan.

### **5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES**

#### **5.1 Share Reorganization**

Subject to the prior approval of the Exchanges (other than in the case of a Share subdivision or consolidation), whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a "**Share Reorganization**")

then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
  - (i) the Option Price in effect immediately before that effective date or record date; and
  - (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and
- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in subsection 5.1 (a)(ii).

Any increase in the number of Unissued Option Shares as a result of the adjustment provisions provided in this section 5.1 is subject to compliance with the limits set out in section 3.2 and, if any increase in the number of Unissued Option Shares as a result of the adjustment provisions provided in this section 5.1 would result in any limit set out in section 3.2 being exceeded, then the Company may, if determined by the Board in its sole and unfettered discretion (subject to the prior approval of the Exchanges), make payment in cash to the Optionee in lieu of increasing the number of Unissued Option Shares in order to properly reflect any diminution in value of the Option Shares as a result of such Share Reorganization.

## 5.2 Special Distribution

Subject to the prior approval of the Exchanges, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares;

- (a) shares of the Company, other than the Shares;
- (b) evidences of indebtedness;
- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board has determined to be outside the normal course); or
- (d) rights, options or warrants;

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a “**Special Distribution**”), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

Any increase in the number of Unissued Option Shares as a result of the adjustment provisions provided in this section 5.2 is subject to compliance with the limits set out in section 3.2 and, if any increase in the number of Unissued Option Shares as a result of the adjustment provisions provided in this section 5.2 would result in any limit set out in section 3.2 being exceeded, then the Company may, if determined by the Board in its sole and unfettered discretion (subject to the prior approval of the Exchanges), make payment in cash to the Optionee in lieu of increasing the number of Unissued Option Shares in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

## 5.3 Corporate Organization

Subject to the prior approval of the Exchanges, whenever there is:

- (a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in sections 5.1 or 5.2;
- (b) a consolidation, merger or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities;
- (c) an arrangement or other transaction under which, among other things, the business or assets of the Company become, collectively, the business and assets of two or more companies with the same shareholder group upon the distribution to the Company's shareholders, or the exchange with the Company's shareholders, of securities of the Company, or securities of another company, or both; or
- (d) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another corporation,

(any such event being herein called a “**Corporate Reorganization**”) the Optionee will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which he/she would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that he/she would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, he/she had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Board.

#### **5.4 Determination of Option Price and Number of Unissued Option Shares**

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia, that the Board may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

#### **5.5 Regulatory Approval**

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of sections 5.1, 5.2 or 5.3 is subject to the prior approval of the Exchanges and any other governmental authority having jurisdiction. Notwithstanding the foregoing, adjustments pursuant to section 5.1 due to a Share subdivision or consolidation do not require prior TSX Venture Exchange approval.

### **6. MISCELLANEOUS**

#### **6.1 Right to Employment**

Neither this Plan nor any of the provisions hereof shall confer upon any Optionee any right with respect to employment or continued employment with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company to terminate such employment.

#### **6.2 Necessary Approvals**

The Plan shall be effective upon the approval of the Plan by the Board and the Exchange or any regulatory authority having jurisdiction over the securities of the Company and shall be ratified thereafter by the shareholders of the Company by way of an ordinary resolution at the next duly convened meeting of the shareholders of the Company. Disinterested shareholder approval (as required by the Exchanges) will be obtained for any reduction in the exercise price, or any extension of the term, of any Option granted under this Plan if the Optionee is an Insider of the Company at the time of the proposed amendment. In addition, any amendment to an Option (including any cancellation of an Option and subsequent grant of a new Option to the same Person within one year) that results in a benefit to an Insider of the Company at the time of amendment will be subject to disinterested shareholder approval (as required by the Exchanges). The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to the approval of the Exchanges and any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to obtain such approval, then the obligation of the

Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

### **6.3 Administration of the Plan**

The Board shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in section 5.4 and subject to any required prior Exchange approval, the interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

### **6.4 Withholding Taxes**

The exercise of each Option granted under the Plan is subject to the condition that if at any time the Company determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such exercise, such exercise is not effective unless such withholding has been effected to the satisfaction of the Company. In such circumstances, the Company may require that the Optionee pay to the Company, in addition to and in the same manner as the exercise price for the Shares, such amount as the Company is obliged to remit to the relevant tax authority in respect of the exercise of the Option. Alternatively, the Company shall have the right in its discretion to satisfy any such liability for withholding or other required deduction amounts by retaining or acquiring any Shares acquired upon exercise of any Option, or retaining any amount payable, which would otherwise be issued or delivered, provided or paid to an Optionee by the Company, whether or not such amounts are payable under the Plan. For greater certainty, the application of this section 6.4 to any exercise of an Option shall not conflict with the policies of the Exchanges that are in effect at the relevant time and the Company will obtain prior Exchange acceptance and/or shareholder approval of any application of this section 6.4 if required pursuant to such policies.

### **6.5 Amendments to the Plan**

The Board may from time to time, subject to applicable law and to the prior approval, if required, of the shareholders (or disinterested shareholders, if required), Exchanges or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any Option previously granted to an Optionee under the Plan without the consent of that Optionee.

### **6.6 Form of Notice**

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the head business office of the Company.

### **6.7 No Representation or Warranty**

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

### **6.8 Compliance with Applicable Law**

If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

### **6.9 No Assignment or Transfer**

No Optionee may assign or transfer any of his or her rights under the Plan or any option granted thereunder. Notwithstanding the foregoing, where permitted under applicable policies of the Exchanges, companies that are wholly owned by Eligible Persons may be issued Options.

#### **6.10 Rights of Optionees**

An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).

#### **6.11 Previously Granted Options**

Stock options which are outstanding under pre-existing stock option plan(s) of the Company as of the effective date of this Plan shall continue to be exercisable and shall be deemed to be governed by and be subject to the terms and conditions of this Plan except to the extent that the terms of this Plan are more restrictive than the terms of such pre-existing plan(s) under which such stock options were originally granted, in which case the applicable pre-existing plan(s) shall govern, provided that any stock options granted, issued or amended after November 23, 2021 must comply with TSXV Policy 4.4 - *Incentive Stock Options (as at November 24, 2021)*.

#### **6.12 Conflict**

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

#### **6.13 Governing Law**

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the province of British Columbia.

#### **6.14 Time of Essence**

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

#### **6.15 Entire Agreement**

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

**Approved by the Board of Directors of the Company effective April 24, 2024.**

**Approved by the shareholders of the Company on June 6, 2024.**

SCHEDULE "A"

**BITTERROOT RESOURCES LTD.**

**STOCK OPTION PLAN - OPTION AGREEMENT**

[If the Company is listed on the TSXV at the time of the option grant, the following legend is required in respect of: (i) Options with an Option Price at a discount to the Market Price; or (ii) Options granted to directors, officers, promoters, consultants of the Company or persons holding securities carrying more than 10% of the voting rights and who have elected or appointed or have the right to elect or appoint one or more directors or senior officers of the Company: *Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ●, 20● (being four months and one day after the date of grant).*]

This Option Agreement is entered into between **BITTERROOT RESOURCES LTD.** (the "Company") and the **OPTIONEE** named below pursuant to the Company Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on ●, 20● (the "Grant Date");
2. ● (the "Optionee");
3. was granted the option (the "Option") to purchase ● common shares (the "Option Shares") of the Company;
4. for the price (the "Option Price") of \$● per share;
5. which rights to purchase the Option Shares under the Option may be exercised and will vest on the Grant Date [OR set forth applicable vesting schedule – **NOT LESS THAN QUARTERLY VESTING OVER A MINIMUM OF 1 YEAR FOR INVESTOR RELATIONS SERVICE PROVIDERS**]; and
6. the Option will terminate on ● (the "Expiry Date");

all on the terms and subject to the conditions set out in the Plan. For greater certainty, Option Shares continue to be exercisable until the termination or cancellation thereof as provided in this Option Agreement and the Plan.

Where the Optionee is resident in or otherwise subject to the securities laws of the United States, the Optionee acknowledges that any Option Shares received by him/her upon exercise of the Option have not been registered under the United States *Securities Act of 1933*, as amended, or the Blue Sky laws of any state (collectively, the "Securities Acts"). The Optionee acknowledges and understands that the Company is under no obligation to register, under the Securities Acts, the Option Shares received by him/her or to assist him/her in complying with any exemption from such registration if he/she should at a later date wish to dispose of the Option Shares. The Optionee acknowledges that the Option Shares shall bear a legend restricting the transferability thereof, such legend to be substantially in the following form:

*"The shares represented by this certificate have not been registered or qualified under the United States Securities Act of 1933, as amended or state securities laws. The shares may not be offered for sale, sold, pledged or otherwise disposed of unless so registered or qualified, unless an exemption exists or unless such disposition is not subject to U.S. federal or state securities laws, and the Company may require that the availability of any exemption or the inapplicability of such securities laws be established by an opinion of counsel, which opinion of counsel shall be reasonably satisfactory to the Company."*

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement (including without limitation all representations set out therein with respect to the Optionee).

**Acknowledgement – Personal Information**

The undersigned hereby acknowledges and consents to:

- (a) the disclosure to the TSX Venture Exchange and all other regulatory authorities of all personal information of the undersigned obtained by the Company; and
- (b) the collection, use and disclosure of such personal information by the TSX Venture Exchange and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

**IN WITNESS WHEREOF** the parties hereto have executed this Option Agreement as of the ● day of ●, 20●.

\_\_\_\_\_  
Signature

**BITTERROOT RESOURCES LTD.**

\_\_\_\_\_  
Print Name

Per: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Address

**BITTERROOT RESOURCES LTD.  
STOCK OPTION PLAN  
NOTICE OF EXERCISE OF OPTION**

**TO: Bitterroot Resources Ltd. (the “Company”)**

The undersigned hereby irrevocably gives notice, pursuant to the stock option plan of the Company (the of the exercise of stock options (“Options”) to acquire and hereby subscribes for (cross out inapplicable item):

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

which are the subject of the Option Agreement attached hereto.

The undersigned tenders herewith payment to “**Bitterroot Resources Ltd.**”, or such other payee as directed by the Company, in an amount equal to the aggregate exercise price of the aforesaid Option Shares and directs the Company to issue the certificate evidencing said Option Shares in the name of the undersigned and mail a copy of that certificate to the undersigned at the following address:

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

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

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