



**NOTICE OF  
ANNUAL GENERAL MEETING OF SHAREHOLDERS  
TO BE HELD JUNE 6, 2023**

NOTICE IS HEREBY GIVEN that the Annual General Meeting (the “**Meeting**”) of shareholders of Chesapeake Gold Corp. (the “**Company**”) will be held at Hotel LeSoleil, Les Etoiles Room, 567 Hornby Street, Vancouver, British Columbia on Tuesday, June 6, 2023 at 11:00 a.m. (Vancouver time) for the following purposes:

1. to receive the audited consolidated financial statements of the Company for the year ended December 31, 2022, and the auditor’s report thereon;
2. to elect seven directors for the ensuing year;
3. to appoint the Company’s auditor for the ensuing year;
4. to approve the Company’s “rolling 10%” stock option plan; and
5. to transact such other business as may properly come before the Meeting or any adjournment thereof.

All matters set forth above for consideration at the Meeting are more particularly described in the accompanying management information circular (“Information Circular”).

The Company is using the notice-and-access provisions (“Notice and Access”) under the Canadian Securities Administrators’ National Instrument 54-101 for the delivery of its Information Circular to its shareholders for the Meeting. Under Notice and Access, instead of receiving paper copies of the Information Circular, shareholders will be receiving a Notice and Access notification with information on how they may obtain a copy of the Information Circular electronically or request a paper copy. Registered shareholders will still receive a Proxy form enabling them to vote at the Meeting. The use of the alternative Notice and Access procedures in connection with the Meeting helps reduce paper use, as well as the Company’s printing and mailing costs. The Company will arrange to mail paper copies of the Information Circular to those registered shareholders who have existing instructions on their account to receive paper copies of the Company’s meeting materials.

The Information Circular and other Meeting materials will be available on the Company’s website at <https://chesapeakegold.com/investors/stock/agm-2023/> as of April 27, 2023 and will remain on the website for one full year thereafter. Meeting materials are also available upon request, without charge, by email at [invest@chesapeakegold.com](mailto:invest@chesapeakegold.com) or by calling toll free at +1 888-439-3096 (Canada and U.S.A.) or at +1-778-731-1362, or can be accessed online on SEDAR at [www.sedar.com](http://www.sedar.com), as of April 27, 2023.

Only shareholders of record at the close of business on April 17, 2023 will be entitled to receive notice of, and to vote at, the Meeting or any adjournment thereof. Shareholders who are unable to or who do not wish to attend the Meeting in person are requested to date and sign the enclosed Proxy form promptly and return it in the self-addressed envelope enclosed for that purpose or by any of the other methods indicated on the Proxy form. To be used at the Meeting, proxies must be received by Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1 no later than 48 hours (excluding Saturdays, Sundays or holidays) before the time of the Meeting, or any adjournment thereof, or received by the chairman of the Meeting before the commencement of the Meeting, or any adjournment thereof. If a registered shareholder receives more than one Proxy form because such shareholder owns shares registered in different names or addresses, each Proxy form should be completed and returned.

The Meeting may also be accessed remotely via live conference call and audio webcast as detailed below, and further under the heading “Solicitation of Proxies” on page 1 of the Information Circular.

Dial in: 1-800-319-4610 (Toll-free in Canada and the U.S.)  
1-604-638-5340 (International Toll)

Webcast: <http://services.choruscall.ca/links/chesapeake2023agm.html>

Dated at Vancouver, British Columbia this 24th day of April, 2023.

BY ORDER OF THE BOARD

*“P. Randy Reifel”*

P. RANDY REIFEL  
Executive Chairman



## Chairman's Letter

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During 2022, the financial markets reacted to the forecasted higher global interest rate hikes. The Dow Jones and S&P 500 declined 9% and 19%, respectively, and despite the volatility, gold ended the year steady at US\$1824 per ounce. So far this year gold has shined, trading over US\$2000 per ounce, and the GDX and GDXJ are up 18% and 14%, respectively. As well, Chesapeake's share price has gained 35% this year.

After a prolonged bear market, gold has risen above the important psychological level of US\$2000 per ounce amid heightened financial market stress, recession risk and geo-political tensions. The US Federal Reserve's aggressive monetary policy has slowed the economy leading to financial instability and recent bank failures. Many analysts believe the interest hikes and tightening cycle will soon pause despite elevated levels of inflation.

Looking ahead, the macro fundamentals of stronger demand and tighter supply in my view support a bull market for gold. On the physical side, central banks are adding to their gold reserves at record levels with purchases in 2023 representing the strongest start in more than a decade. Conversely, gold production peaked a few years ago and mining companies are finding themselves challenged to replace reserves.

Silver has the most diverse uses of all metals. The world is becoming more digital and the growth in solar energy has led to an unprecedented demand for silver. Primary silver mines produce less than 30% of the world's silver production with silver production being primarily a by-product of polymetallic mines. Metates is a strategic asset with one of the world's largest open pit gold and silver deposits.<sup>1</sup>

During the past year, Chesapeake completed a drill program to increase the confidence in continuity of gold and silver mineralization and structural controls. The drill results exceeded our expectation with a 15% higher gold grade reflected in the measured and indicated categories in the updated Mineral Resource Estimate ("MRE") reported last Fall.<sup>2</sup> The MRE together with on-going metallurgical test work, hydrology and engineering will form the basis of a new pre-feasibility study for Metates as a sulfide heap leach mine.<sup>3</sup>

As always, I want to thank our shareholders, both new and long-standing, many who have been with Chesapeake since the beginning, for your on-going support and patience. We look forward to an exciting year ahead with more important developments.

**CHESAPEAKE GOLD CORP.**

P. Randy Reifel  
*Executive Chairman*  
April 24, 2023

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<sup>1</sup> Mexico's biggest undeveloped gold deposit as published by Bnamericas November 24, 2020.

<sup>2</sup> See news release dated February 22, 2023 and technical report entitled "Metates Sulphide Heap Leach Project Phase 1 – Amended NI 43-101 Technical Report Preliminary Economic Assessment" with an effective date of December 15, 2022.

<sup>3</sup> Certain statements may constitute forward-looking information within the meaning of applicable securities legislation. Reference is made to the Company's management's discussion and analysis as filed on SEDAR for the year ended December 31, 2022 in respect of the Company's cautionary statement regarding forward-looking information.

**CHESAPEAKE GOLD CORP.**  
**ANNUAL GENERAL MEETING OF SHAREHOLDERS**  
**INFORMATION CIRCULAR**

**GENERAL INFORMATION**

This Information Circular is furnished to the holders (“**shareholders**”) of common shares (“**Common Shares**”) of Chesapeake Gold Corp. (the “**Company**”) by management of the Company in connection with the solicitation of proxies to be voted at the annual general meeting (the “**Meeting**”) of the shareholders to be held at Hotel LeSoleil, Les Etoiles Room, 567 Hornby Street, Vancouver, British Columbia, at 11:00 a.m. (Vancouver time) on Tuesday, June 6, 2023 and at any adjournment thereof, for the purposes set forth in the accompanying Notice of Meeting.

**PROXIES**

**Solicitation of Proxies**

**The enclosed Proxy is solicited by and on behalf of management of the Company. The persons named in the enclosed Proxy form are management-designated proxyholders. A registered shareholder desiring to appoint some other person (who need not be a shareholder) to represent the shareholder at the Meeting may do so either by inserting such other person’s name in the blank space provided in the Proxy form or by completing another form of proxy.** To be used at the Meeting, proxies must be received by Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of the Meeting, or any adjournment thereof, or received by the chairman of the Meeting before the commencement of the Meeting, or any adjournment thereof. Solicitation will be primarily by mail, but some proxies may be solicited personally or by telephone by regular employees or directors of the Company at a nominal cost. The cost of solicitation by management of the Company will be borne by the Company.

A live teleconference line and audio webcast will be made available to the Company’s shareholders in order to enable the participation and engagement of shareholders. To access the teleconference or audio webcast, shareholders may call one of the following numbers (**callers should dial in 5 to 10 minutes prior to the scheduled start time and simply ask to join the call**) or follow the URL listed below:

**Live audio conference call and audio webcast details:**

Dial in: 1-800-319-4610 (Toll-free in Canada and the U.S.)  
1-604-638-5340 (International Toll)

Webcast: <http://services.choruscall.ca/links/chesapeake2023agm.html>

The Company will accept and address questions during a formal question-and-answer session that will take place at the conclusion of business of the Meeting. Questions can be asked both via the teleconference line and live audio webcast provided by Chorus Call. Instructions for asking questions via the teleconference line and audio webcast will be provided by the teleconference operator, and instructions for submitting written questions utilizing the audio webcast will be available on the webcast site shortly before and during the Meeting. Chorus Call will provide details for technical assistance should help be required.

For attendance and voting to be counted at the Meeting, shareholders accessing the Meeting by telephone or audio webcast must still deposit a completed proxy as described above. Shareholders with questions about the teleconference or audio webcast and the information contained in this Information Circular or requiring assistance in completing the Proxy form may contact the Company at [invest@chesapeakegold.com](mailto:invest@chesapeakegold.com) or at 778-731-1362.

**Notice and Access Process**

The Company has decided to take advantage of the notice-and-access provisions (“**Notice and Access**”) under the Canadian Securities Administrators’ National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”)

for the delivery of the Information Circular to its shareholders for the Meeting. The use of the alternative Notice and Access procedures in connection with the Meeting helps reduce paper use, as well as the Company's printing and mailing costs.

Under Notice and Access, instead of receiving printed copies of the Information Circular, shareholders receive a notice ("**Notice and Access Notification**") with information on the Meeting date, location and purpose, as well as information on how they may access the Information Circular electronically or request a paper copy. The Company will arrange to mail paper copies of the Information Circular to those registered and beneficial shareholders who have existing instructions on their account to receive paper copies of the Company's proxy-related materials.

### **Non-Registered Holders**

Only registered holders of Common Shares or the persons they appoint as their proxyholders are permitted to vote at the Meeting. In many cases, however, Common Shares beneficially owned by a holder (a "**Non-Registered Holder**") are registered either:

- (a) in the name of an Intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the Common Shares. Intermediaries include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIAs, RESPs and similar plans, or
- (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited (CDS)) of which the Intermediary is a participant.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as "**NOBOs**". Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as "**OBOs**".

In accordance with the requirements of NI 54-101, the Company has elected to send the Notice and Access Notification in connection with the Meeting indirectly to Non-Registered Holders.

Intermediaries which receive the Notice and Access Notification are required to forward the Notice and Access Notification to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive it. Intermediaries often use service companies to forward the proxy-related materials to Non-Registered Holders.

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 (including the Notice and Access Notification). 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.

Generally, Non-Registered Holders who have not waived the right to receive proxy-related materials (including OBOs who have made the necessary arrangements with their Intermediary for the payment of delivery and receipt of such proxy-related materials) will be sent a voting instruction form which must be completed, signed and returned by the Non-Registered Holder in accordance with the Intermediary's directions on the voting instruction form. In some cases, such Non-Registered Holders will instead be given a proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature) which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. This form of proxy does not need to be signed by the Non-Registered Holder, but, to be used at the Meeting, needs to be properly completed and deposited with Computershare Investor Services Inc. as described under "Solicitation of Proxies".

The purpose of these procedures is to permit Non-Registered Holders to direct the voting of the Common Shares that they beneficially own. Should a Non-Registered Holder wish to attend and vote at the Meeting in person (or have another person attend and vote on behalf of the Non-Registered Holder), the Non-Registered Holder should insert the Non-Registered Holder's (or such other person's) name in the blank space provided or, in the case of a voting instruction form, follow the corresponding instructions on the form.

**Non-Registered Holders should carefully follow the instructions of their Intermediaries and their service companies, including instructions regarding when and where the voting instruction form or Proxy form is to be delivered.**

### **Revocability of Proxies**

A registered shareholder who has given a Proxy may revoke it by an instrument in writing that is:

- (a) executed by the shareholder or by the shareholder’s attorney authorized in writing or, where the shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and
- (b) delivered either to the registered office of the Company (19th Floor, 885 West Georgia Street, Vancouver, British Columbia, Canada V6C 3H4) at any time up to and including the last business day before the day of the Meeting, or any adjournment thereof, or to the chair of the Meeting on the day of the Meeting or any adjournment thereof before any vote in respect of which the Proxy is to be used shall have been taken, or in any other manner provided by law.

Non-Registered Holders who wish to revoke a voting instruction form or a waiver of the right to receive proxy-related materials should contact their Intermediaries for instructions.

### Voting of Proxies

Common Shares represented by a shareholder’s Proxy form will be voted or withheld from voting in accordance with the shareholder’s instructions on any ballot that may be called for at the Meeting and, if the shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. **In the absence of any instructions, the management-designated proxy agent named on the Proxy form will cast the shareholder’s votes in favour of the passage of the resolutions set forth herein and in the Notice of Meeting.**

The enclosed Proxy form confers discretionary authority upon the persons named therein with respect to (a) amendments or variations to matters identified in the Notice of Meeting and (b) other matters which may properly come before the Meeting or any adjournment thereof. At the time of printing of this Information Circular, 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.

### VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

Only Common Shares carry voting rights at the Meeting, with each Common Share carrying the right to one vote. The board of directors of the Company (“**Board of Directors**” or “**Board**”) has fixed April 17, 2023 as the record date (“**Record Date**”) for the determination of shareholders entitled to receive notice of and to vote at the Meeting and at any adjournment thereof, and only shareholders of record at the close of business on that date are entitled to such notice and to vote at the Meeting. As of the Record Date, 67,366,866 Common Shares were issued and outstanding as fully paid and non-assessable.

To the knowledge of the directors or executive officers of the Company, as at the Record Date, no person beneficially owned, or controlled or directed, directly or indirectly, shares carrying 10% or more of the voting rights attached to the Company’s issued and outstanding Common Shares, except for the following:

Name	Number of Common Shares	Percentage of Outstanding Common Shares
Peter Palmedo <sup>(1)</sup>	7,175,013	10.65%
Eric Sprott <sup>(2)</sup>	8,758,399	13.00%
Alan Pangbourne <sup>(3)</sup>	7,456,000	11.07%

- (1) According to public filings, the Common Shares disclosed are held by Peter Palmedo (as to 72,500 Common Shares), Sun Valley Gold Company (as to 2,312,375 Common Shares) and Sun Valley Gold Master Fund, Ltd. (as to 4,790,138 Common Shares). Palmedo Holdings LLLP and Mr. Palmedo are the managing members of Sun Valley Gold LLC. Sun Valley Gold Company, a company in which Mr. Palmedo is the majority shareholder, is the majority securityholder of Palmedo Holdings LLLP. Sun Valley Gold International, Ltd., of which Sun Valley Gold LLC is the Investment Manager, and Sun Valley Gold, L.P., of which Sun Valley Gold LLC is the General Partner, are the sole holders of the common shares of Sun Valley Gold Master Fund, Ltd., a client account over which Sun Valley Gold LLC has discretionary authority.
- (2) According to public filings, the Common Shares disclosed are held through 2176423 Ontario Ltd. of which Mr. Sprott is the beneficial owner.
- (3) 7,400,000 of Mr. Pangbourne’s Common Shares are held through Alderley Edge Investments Ltd. of which Mr. Pangbourne is the beneficial owner.

## VOTES NECESSARY TO PASS RESOLUTIONS AT THE MEETING

Under the Company’s Articles, the quorum for the transaction of business at the Meeting is two shareholders, whether present in person or represented by proxy, holding in the aggregate at least 5% of the issued Common Shares. A simple majority of the votes cast at the Meeting (in person or by proxy) is required in order to pass the resolutions referred to in the accompanying Notice of Meeting.

### APPOINTMENT OF AUDITOR

The persons named in the enclosed Proxy form intend to vote for the appointment of Grant Thornton LLP as the auditor of the Company to hold office until the next annual general meeting of shareholders of the Company. Grant Thornton LLP was appointed as auditor of the Company on May 25, 2022.

### ELECTION OF DIRECTORS

The number of directors of the Company is currently fixed at seven. At the Meeting, shareholders will be asked to elect seven directors. The persons named below are the seven nominees of management for election as directors, all of whom are current directors of the Company. Each director elected will hold office until the next annual general meeting or until the director’s successor is elected or appointed unless the director’s office is earlier vacated under any of the relevant provisions of the Articles of the Company or the *Business Corporations Act* (British Columbia). It is the intention of the persons named as proxyholders in the enclosed Proxy to vote for the election to the Board of Directors of those persons hereinafter designated as nominees for election as directors. The Board of Directors does not contemplate that any of such nominees will be unable to serve as a director; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **proxies in favour of management designees will be voted for another nominee in their discretion unless the shareholder has specified in such shareholder’s Proxy that such shareholder’s Common Shares are to be withheld from voting in the election of directors.**

The following table sets out the name of each of the persons proposed to be nominated for election as a director; all positions and offices in the Company currently held by the nominee; the nominee’s current principal occupation or employment; the period during which the nominee has served as a director; and the number of Common Shares of the Company and of Gunpoint Exploration Ltd., the Company’s subsidiary (“GUN”), that the nominee has advised are beneficially owned by the nominee, directly or indirectly, or over which control or direction is exercised, as of the Record Date:

Name, place of residence and positions with the Company	Principal occupation, business or employment	Period served as a director	Common Shares beneficially owned or controlled <sup>(5)</sup>
RANDY BUFFINGTON <sup>(1)(2)(3)</sup> Elko, Nevada, USA <i>Director</i>	President and Chief Executive Officer of Nevada Copper Corp. since October 2021	Since January 19, 2021	51,551
CHRISTIAN FALCK <sup>(1)(2)(3)</sup> West Vancouver, BC, Canada <i>Lead Director</i>	Associate Director, G-Force Group (business, real estate, loan recovery solutions and insolvency)	September 21, 2006 to December 18, 2013 and since December 18, 2019	272,500
DOUG FLEGG <sup>(1)</sup> Markdale, ON, Canada <i>Director</i>	Principal, Cairn Merchant Partners LP since June 2016	Since January 18, 2021	Nil
LIAN LI <sup>(2)</sup> Vancouver, BC, Canada <i>Director</i>	International Business Consultant	Since December 18, 2013	108,500
ALAN PANGBOURNE <sup>(3)</sup> West Vancouver, BC, Canada <i>Director, President and Chief Executive Officer</i>	President and Chief Executive Officer of the Company	Since January 19, 2021	7,456,000 <sup>(4)</sup>

<u>Name, place of residence and positions with the Company</u>	<u>Principal occupation, business or employment</u>	<u>Period served as a director</u>	<u>Common Shares beneficially owned or controlled<sup>(5)</sup></u>
JOHN PERSTON <sup>(2)(3)</sup> Castletown, Isle of Man <i>Director</i>	President, JWP Consulting (geological consulting firm)	Since April 18, 2002	397,800
P. RANDY REIFEL Vancouver, BC, Canada <i>Director and Executive Chairman</i>	Executive Chairman of the Company and President of Gunpoint Exploration Ltd.	Since April 18, 2002	4,591,278 <sup>(6)</sup> 6,285,501 GUN <sup>(7)</sup>

- (1) Member of the Audit Committee.
- (2) Member of Corporate Governance and Compensation Committee.
- (3) Member of Technical Advisory Committee.
- (4) 7,400,000 Common Shares are held through Alderley Edge Investments Ltd. of which Mr. Pangbourne is the beneficial owner. Mr. Pangbourne beneficially owned, or controlled or directed, directly or indirectly, total Common Shares representing 11.07% of the outstanding Common Shares as at the Record Date.
- (5) The information as to country of residence, principal occupation and number of Common Shares beneficially owned by the nominees (directly or indirectly or over which control or direction is exercised) is not within the knowledge of the management of the Company and has been furnished by the respective nominees.
- (6) 300,000 Common Shares are held by Brant Investments Ltd., a company controlled by Mr. Reifel (“**Brant**”), and 88,900 Common Shares are held by Beggar Pacific Holding Corp., a company controlled by Mr. Reifel.
- (7) Of these common shares in GUN (the “**GUN Common Shares**”), 2,058,333 are held through Brant and 66,500 are held through Grim Estates Ltd., companies controlled by Mr. Reifel.

None of the proposed directors are, as at the date of this Information Circular, or have been, within the ten years preceding the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

- (a) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days (collectively, an “**Order**”), when such Order was issued while the person was acting in the capacity of a director, chief executive officer or chief financial officer of the relevant company; or
- (b) was subject to an Order that was issued after such person ceased to be a director, chief executive officer or chief financial officer of the relevant company, and which resulted from an event that occurred while the person was acting in the capacity of a director, chief executive officer or chief financial officer of the relevant company.

Other than as disclosed herein, no proposed director is, as at the date of this Information Circular, or has been, within the ten years preceding the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Randy Buffington was the Chief Executive Officer of Allied Nevada Gold Corp. (“**Allied Nevada**”) when Allied Nevada, on March 10, 2015, filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware. On October 22, 2015, Allied Nevada completed its financial restructuring and emerged from Chapter 11 proceedings under the name Hycroft Mining Corporation.

No proposed director has, within the ten years preceding the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

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

## CORPORATE GOVERNANCE DISCLOSURE

The following description of the corporate governance practices of the Company is provided further to National Instrument 58-101 - *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) and the disclosure prescribed for “Venture Issuers” such as the Company.

### Board of Directors

The Board currently consists of seven directors (all seven of whom will be standing for re-election). NI 58-101 distinguishes independent and non-independent directors. Five of the seven current members of the Board are considered independent directors. The independent directors are Randy Buffington, Christian Falck, Doug Flegg, Lian Li and John Perston. Alan Pangbourne and Randy Reifel are not independent directors as they are executive officers of the Company. Assuming the election of the director nominees at the Meeting, the Board will still consist of a majority of independent directors.

The Board considers that management is effectively supervised by the independent directors on an informal basis, as the independent directors are actively and regularly involved in reviewing and supervising the operations of the Company and have regular and full access to management. The independent directors are able to meet at any time without any members of management, including the non-independent directors, being present. At the present time, the Board believes that the knowledge, experience and qualifications of its independent directors are sufficient to ensure that the Board can function independently of management and discharge its responsibilities.

### Directorships

The current directors of the Company who are presently directors of other reporting issuers in Canada or elsewhere are set out below:

Director	Reporting Issuer
P. Randy Reifel	Gunpoint Exploration Ltd.
Doug Flegg	Satori Resources Inc. Vendetta Mining Corp.
John Perston	Gunpoint Exploration Ltd.
Alan Pangbourne	OceanaGold Corporation
Randy Buffington	Nevada Copper Corp. Gunpoint Exploration Ltd.

### Orientation and Continuing Education

The Board currently has not established criteria for the orientation or continuing education of directors. While the Company does not have formal orientation and training programs, new Board members spend time with senior management in regard to the Company’s properties, operations and internal controls. Board meetings include presentations by the Company’s management and/or employees to give the directors additional insight into the Company’s business. Board members are encouraged to communicate with management, the auditor and technical consultants to keep themselves current with industry trends, developments and changes in legislation. Board members have full access to the Company’s records.

### Ethical Business Conduct

The Company has adopted a Code of Business Conduct and Ethics which applies to the directors, officers and employees of the Company. The Board expects that fiduciary duties placed on individual directors by the Company’s governing corporate legislation and the common law, as well as provisions under corporate legislation for required disclosures by directors and senior officers to the Company of transactions with the Company in which they may have an interest and of any other conflicts of duties and interests, will also ensure that these persons conduct themselves in the best interests of the Company.



## **Nomination of Directors**

Periodically, the Board as a whole informally assesses the size and composition of the existing Board and the contribution of individual directors. Individual directors are invited to propose new nominees to the Board having regard to the Company's business strategy and the current composition of the Board.

## **Compensation**

The Company has a Corporate Governance and Compensation Committee consisting of Randy Buffington, Christian Falck, Lian Li and John Perston, all of whom are considered independent directors.

The independent members of the Corporate Governance and Compensation Committee must approve any compensation paid to a director or an executive officer of the Company. The Corporate Governance and Compensation Committee reviews annually, and submits to the Board for its approval, the compensation to be paid to members of the Board as directors after taking into account any director compensation guidelines established by the Board. With respect to the executive officers, the Corporate Governance and Compensation Committee is responsible for reviewing and considering corporate goals and objectives relevant to compensation for the executive officers, evaluating the performance of the executive officers in light of those corporate goals and objectives, and determining the level of compensation for the executive officers based on this evaluation. See "Director and Named Executive Officer Compensation".

## **Other Board Committees**

On December 31, 2022, the Company had an Audit Committee, a Corporate Governance and Compensation Committee and a Technical Advisory Committee. The Board established the Technical Advisory Committee on February 23, 2021 for the purpose of providing advice and support to management on technical matters following the acquisition of Alderley Gold Corp. The Technical Advisory Committee is comprised of Randy Buffington (Chair), John Perston, Chris Falck and Alan Pangbourne.

## **Assessments**

The Board has adopted a Mandate which authorizes the Board to annually review the performance of the Board and its committees against their respective charters and mandates and to annually evaluate the performance of individual directors, the Chair and any lead director. The Board intends to follow these procedures for the evaluation of the effectiveness of the Board, its committees, the Chair and individual directors.

## **AUDIT COMMITTEE DISCLOSURE**

Pursuant to the *Business Corporations Act* (British Columbia) and National Instrument 52-110 - *Audit Committees* ("NI 52-110"), the Company is required to have an audit committee.

### **Audit Committee Charter**

Pursuant to NI 52-110, the Company's Audit Committee is required to have a charter. A copy of the Company's Audit Committee Charter is set out in Appendix A to this Information Circular.

The Audit Committee assists the Board of Directors in fulfilling its responsibilities relating to the Company's corporate accounting and reporting practices. The Audit Committee is responsible for ensuring that management has established appropriate processes for monitoring the Company's systems and procedures for financial reporting and controls, reviewing all financial information in disclosure documents, monitoring the performance and fees and expenses of the Company's external auditors, and recommending external auditors for appointment by shareholders.

## Composition of the Audit Committee

As at the date of this Information Circular, the following is information on the members of the Company's Audit Committee:

<b>Name</b>	<b>Independent</b>	<b>Financial Literacy</b>
Christian Falck (Chair)	Yes	Yes
Doug Flegg	Yes	Yes
Randy Buffington	Yes	Yes

## Relevant Education and Experience

All of the members of the Audit Committee are graduates of post-secondary education. Christian Falck holds a Bachelors Degree in Accounting and Finance and was Chair of the Company's Audit Committee during his first period of service as a director of the Company and has held senior positions with Teck Corporation and PricewaterhouseCoopers LLP (Corporate Finance and Investment Banking). Doug Flegg holds both an MBA and B.Sc. Honours Geology degrees from Queen's University, is a Chartered Financial Analyst, and has worked in the investment business in various roles for over 28 years. Randy Buffington is an international mining consultant with extensive experience as an executive for publicly traded mining companies including Allied Nevada Gold Corp. (as CEO) and Hycroft Mining Corporation (as CEO and Chairman). Each member of the Audit Committee has assisted several resource industry companies with strategic focus and corporate finance and has many years' experience in the management and administration of publicly owned mining exploration companies. This experience in the mining industry has provided each member of the Audit Committee with an understanding of the accounting principles used by the Company to prepare its financial statements, the ability to assess the general application of such accounting principles and analyze or evaluate financial statements, and an understanding of internal controls and procedures for financial reporting.

## Audit Committee Oversight

At no time since January 1, 2022, was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Company's Board of Directors.

## Reliance on Certain Exemptions

At no time since January 1, 2022, has the Company relied on the exemptions in section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), subsection 6.1.1(4) of NI 52-110 (*Circumstances Affecting the Business or Operations of the Venture Issuer*), subsection 6.1.1(5) of NI 52-110 (*Events Outside Control of Member*), subsection 6.1.1(6) (*Death, Incapacity or Resignation*) or an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemption*) of NI 52-110 by a securities regulatory authority or regulator.

## Pre-approval Policies and Procedures for Non-Audit Services

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services.

## External Auditor Service Fees (By Category)

The aggregate fees billed by the Company's external auditor in each of the last two financial years of the Company for services in each of the categories indicated are as follows:

<b>Financial Year Ended</b>	<b>Audit Fees</b>	<b>Audit Related Fees<sup>(1)</sup></b>	<b>Tax Fees<sup>(2)</sup></b>	<b>All Other Fees<sup>(3)</sup></b>
December 31, 2022	\$116,630	Nil	Nil	Nil
December 31, 2021	\$40,000	Nil	Nil	Nil

(1) Pertains to assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and that are not reported under "Audit Fees".

(2) Pertains to professional services for tax compliance, tax advice and tax planning.

(3) Pertains to products and services other than services reported under the other categories.

## Venture Issuers Exemption

The Company is relying upon the exemption in section 6.1 of NI 52-110 which exempts “venture issuers” from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

## DIRECTOR AND NAMED EXECUTIVE OFFICER COMPENSATION

The following description of the executive compensation of the Company is provided further to Form 51-102F6V “*Statement of Executive Compensation – Venture Issuers*”.

### Director and Named Executive Officer Compensation Excluding Compensation Securities

#### *Named Executive Officers*

Set out below are particulars of compensation paid to the following persons (the “**Named Executive Officers**” or “**NEOs**”):

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer (“**CEO**”);
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer (“**CFO**”);
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer (other than the CEO and CFO) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with applicable securities rules, for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and not acting in a similar capacity, at the end of that financial year.

For the year ended December 31, 2022, the Company had three Named Executive Officers, namely Alan Pangbourne (CEO), Erick Underwood (CFO), and P. Randy Reifel (Executive Chairman, as the most highly compensated executive officer other than the CEO and CFO).

#### *Table of Compensation Excluding Compensation Securities*

The following table sets out compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or a subsidiary of the Company, to each NEO and director, in any capacity, for each of the Company’s financial years ended December 31, 2022 and 2021.

Table of compensation excluding compensation securities							
Name and principal position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
P. RANDY REIFEL <sup>(1)</sup> Executive Chairman and Director	2022	250,000	Nil	Nil	(5)	Nil	250,000
	2021	250,000	Nil	Nil	(5)	Nil	250,000
ALAN PANGBOURNE <sup>(2)</sup> President, CEO and Director	2022	350,000	Nil	Nil	(5)	Nil	350,000
	2021	350,000	Nil	Nil	(5)	Nil	350,000
ERICK UNDERWOOD <sup>(3)</sup> CFO	2022	250,000	Nil	Nil	(5)	Nil	250,000
	2021	145,833	Nil	Nil	(6)	Nil	145,833
JOHN PERSTON Director	2022	25,000	Nil	Nil	(6)	Nil	25,000
	2021	25,000	Nil	Nil	(6)	Nil	25,000

Table of compensation excluding compensation securities							
Name and principal position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
CHRISTIAN FALCK Lead Director	2022	65,000	Nil	25,000	(6)	Nil	90,000
	2021	65,000	Nil	25,000	(6)	Nil	90,000
LIAN LI Director	2022	25,000	Nil	25,000	(6)	Nil	50,000
	2021	25,000	Nil	25,000	(6)	Nil	50,000
DOUG FLEGG <sup>(4)</sup> Director	2022	25,000	Nil	Nil	(6)	Nil	25,000
	2021	25,000	Nil	Nil	(6)	Nil	25,000
RANDY BUFFINGTON <sup>(4)</sup> Director	2022	25,000	Nil	25,000	(6)	Nil	50,000
	2021	25,000	Nil	25,000	(6)	Nil	50,000

- (1) Amounts under “Salary” for Mr. Reifel pertain to compensation paid by the Company to Brant Investments Ltd., a company controlled by Mr. Reifel. Mr. Reifel was not paid any compensation for his role as a director of the Company.
- (2) Mr. Pangbourne was appointed CEO and director of the Company on January 19, 2021 and therefore served as CEO and director for 11.5 months in 2021. Mr. Pangbourne was not paid any compensation for his role as a director of the Company. On March 8, 2022, Mr. Pangbourne was appointed as President of the Company.
- (3) Mr. Underwood was appointed CFO of the Company on May 31, 2021 and therefore served as CFO for 7 months in 2021.
- (4) Mr. Flegg and Mr. Buffington were appointed as directors on January 18, 2021 and January 19, 2021, respectively and therefore served as directors of the Company for 11.5 months in 2021.
- (5) Perquisites that are not generally available to all employees did not exceed 10% of the NEO’s total salary for the financial year.
- (6) Perquisites that are not generally available to all employees did not exceed \$15,000.

### External Management Companies

Except as disclosed herein, none of the NEOs or directors of the Company have been retained or employed by an external management company which has entered into an understanding, arrangement or agreement with the Company to provide executive management services to the Company, directly or indirectly. See “Employment, Consulting and Management Agreements or Arrangements” for a description of the Company’s consulting agreement with Brant Investments Ltd. (a company controlled by Mr. Reifel).

### Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each NEO and director by the Company or one of its subsidiaries in the financial year ended December 31, 2022, for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

Compensation Securities granted in the year ended December 31, 2022							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant (M/D/Y)	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 (M/D/Y)
ERICK UNDERWOOD CFO	Options	20,000 <sup>(2)</sup>	09/28/2022	\$1.92	\$2.11	\$1.89	09/28/2027
RANDY BUFFINGTON DIRECTOR	GUN Options	200,000 <sup>(2)</sup>	11/10/2022	\$0.60	\$0.52	\$0.50	11/10/2027

- (1) The numbers indicated represent the number of options and the same number of Common Shares underlying the related options.
- (2) These options vest 25% annually from date of grant.

The following table discloses the total amount of compensation securities held by each NEO and director of the Company as at the Company's financial year end of December 31, 2022.

Name and Position	Total amount of compensation securities held as at December 31, 2022 <sup>(1)</sup>
P. RANDY REIFEL Executive Chairman and Director	800,000 <sup>(2)</sup> 500,000 GUN <sup>(8)</sup>
ALAN PANGBOURNE President, CEO and Director	1,000,000 <sup>(3)</sup>
ERICK UNDERWOOD CFO	93,500 <sup>(4)</sup>
JOHN PERSTON Director	150,000 <sup>(2)</sup> 200,000 GUN <sup>(9)</sup>
CHRISTIAN FALCK Lead Director	400,000 <sup>(5)</sup>
LIAN LI Director	150,000 <sup>(2)</sup>
DOUG FLEGG Director	150,000 <sup>(6)</sup>
RANDY BUFFINGTON Director	250,000 <sup>(7)</sup> 200,000 GUN <sup>(10)</sup>

- (1) The numbers under this column represent the number of options and the same number of Common Shares underlying the related options.
- (2) All the options were fully vested as at December 31, 2022.
- (3) Of these options, 500,000 options were fully vested as at December 31, 2022, and the remaining options vest 25% on December 9, 2023 and December 9, 2024.
- (4) Of these options, 18,375 were fully vested as at December 31, 2022 and 18,375 options vest annually on each of May 31, 2023; 2024 and 2025. 20,000 options were granted on September 28, 2022, which vest 25% annually from date of grant.
- (5) Of these options, 200,000 options were fully vested as at December 31, 2022, and the remaining vest 25% on May 14, 2023 and May 14, 2024.
- (6) Of these options, 37,500 were fully vested as at December 31, 2022, and the remaining options vest 25% annually on January 19, 2023; 2024 and 2025.
- (7) Of these options, 125,000 options were fully vested as at December 31, 2022, and the remaining vest 25% on December 9, 2023 and December 9, 2024.
- (8) These options were granted by GUN. Of these options, 125,000 were fully vested as at December 31, 2022, and the remaining options vest 25% annually on November 23, 2023; 2024 and 2025.
- (9) These options were granted by GUN. Of these options, 50,000 options were fully vested as at December 31, 2022, and the remaining options vest 25% annually on November 23, 2023; 2024 and 2025.
- (10) These options were granted by GUN. These options vest 25% annually beginning on November 10, 2023.

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.

Except for the vesting schedules noted in the above table, there are no restrictions or conditions for converting, exercising or exchanging the compensation securities.

No NEO or director of the Company exercised any compensation security during 2022.

## Stock Option Plans and Other Incentive Plans

### *Stock Option Plan of the Company*

Stock options may be granted to purchase Common Shares on terms that the Board of Directors may determine, with recommendations from the Corporate Governance and Compensation Committee and subject to the limitations of the Company's prevailing stock option plan and the requirements of applicable regulatory authorities. The Corporate Governance and Compensation Committee is mandated to review and make recommendations to the Board regarding the remuneration of executive officers, the granting of stock options to directors, executive officers, employees and consultants of the Company, and compensation policies, including the stock option plan.

Individual grants of stock options are determined by an assessment of the individual's current and expected future performance, level of responsibilities, the importance of the proposed optionee's position and contribution to the Company, and previous option grants and exercise prices.

The Company has a "rolling 10%" Stock Option Plan (the "**Option Plan**"), which was adopted by the Board of Directors on April 12, 2021, amended and restated on April 8, 2022 and last approved by shareholders of the Company on May 25, 2022. On April 21, 2023, the Board of Directors amended the Option Plan to address certain "housekeeping" items.

The Option Plan must be re-approved on an annual basis by the shareholders at each annual general meeting of the Company as required by the policies of the TSX Venture Exchange (the "**TSX-V**"). See "Particulars of Matters to be Acted Upon—Approval of "Rolling 10%" Stock Option Plan".

The Option Plan, as amended, includes the following provisions:

- The Option Plan is administered by a "Committee" which means the Board of Directors of the Company or such committee of the Board of Directors that the Board of Directors has designated to administer the Option Plan.
- Options may be granted to employees, directors, officers and consultants of the Company or of a subsidiary of the Company (and such other persons permitted by the TSX-V to be granted options)(collectively, "**Eligible Persons**") who are in the opinion of the Committee in a position to contribute to the success of the Company or any subsidiary of the Company or who, by virtue of their service to the Company or to any subsidiary of the Company (or to any predecessors of the Company or a subsidiary of the Company) are, in the opinion of the Committee, worthy of an option grant.
- Any options previously granted by the Company (the "**Outstanding Options**") which were outstanding as at April 12, 2021 were deemed to have been issued under and will be governed by the Option Plan, and in the event of any inconsistency between the terms of the agreements governing the Outstanding Options and the terms of the Option Plan, the terms of such agreements shall govern.
- The maximum aggregate number of Common Shares to be reserved and authorized for issuance pursuant to options granted to Eligible Persons under the Option Plan is 10% of the issued and outstanding Common Shares from time to time.
- The aggregate number of optioned Common Shares granted within a 12-month period to any one optionee must not exceed 5% of the issued and outstanding Common Shares.
- The aggregate number of optioned Common Shares granted within a 12-month period to any one consultant must not exceed 2% of the issued and outstanding Common Shares.
- The aggregate number of optioned Common Shares granted within a 12-month period to optionees who are employed to provide investor relations activities must not exceed 2% of the issued and outstanding Common Shares of the Company.
- The aggregate number of optioned Common Shares granted within a 12-month period to insiders (as a group) of the Company must not exceed 10% of the issued and outstanding Common Shares.
- The aggregate number of optioned Common Shares granted to insiders (as a group) must not exceed 10% of the issued and outstanding Common Shares at any point in time.

- The exercise price for options granted under the Option Plan will not be less than the market price of the Common Shares less applicable discounts permitted by the TSX-V.
- Options may be exercisable for a term of up to ten years, subject to earlier termination in the event of death or the optionee's cessation of services to the Company or to extension if the expiry date is within a trading blackout period imposed by the Company to that date which is 10 business days after the trading blackout.
- Options do not have any dividend entitlements in the ordinary course. If a dividend is declared on the Common Shares and payable in Common Shares (other than in lieu of dividends declared in the ordinary course), the number of Common Shares subject to any option shall be adjusted accordingly (subject to TSX-V acceptance). In the event of a distribution of securities or property of the Company to all shareholders of the Company by way of dividend or otherwise (other than as a dividend in the ordinary course), the Committee, at its sole discretion, may adjust the exercise price of any option or number of Common Shares subject to any option (or both) subject to TSX-V acceptance.
- Options granted under the Option Plan are non-assignable and non-transferable, except by will or the laws of descent and distribution.
- Options granted to any optionee who is a director, officer, employee or consultant shall expire the earlier of: (a) that date which is 90 days after the optionee ceases to be in at least one of such categories unless an earlier date is provided for in the optionee's option agreement; and (b) the expiry of the option period. The Committee may, in its sole discretion, extend the mentioned 90-day period in respect of any option for a specified period up to one year.
- For so long as the Common Shares are listed on the TSX-V, any Common Shares issued pursuant to the exercise of options that (a) were granted to an optionee who was a director, officer, promoter, consultant or significant shareholder of the Company; or (b) had an exercise price per share that was less than the market price, would be subject to a four-month hold period commencing on the date of grant of the option.
- The Committee may, subject to any necessary stock exchange or regulatory approvals, from time to time, without notice or approval of the optionees or of the shareholders of the Company, amend, modify, change, suspend or terminate the Option Plan or any options granted pursuant to the Option Plan as it, in its discretion, determines appropriate, provided, however that no such amendment, modification, change suspension or termination may adversely affect any outstanding options granted under the Option Plan without the consent of the optionee.
- The vesting schedule for each option shall be determined by the Committee at the time the option is granted and shall be specified in the option agreement in respect of the option, with the exception that options granted to investor relations service providers must vest in stages over at least 12 months with no more than 25% of the options vesting in any three-month period. There can be no acceleration of the vesting requirement applicable to options granted to an investor relations service provider without the prior written approval of the TSX-V.
- If there is a takeover bid or tender offer made for all or any of the issued and outstanding Common Shares, then the Committee may, by resolution, permit all outstanding options to become immediately exercisable in order to permit the Common Shares issuable under such options to be tendered to such bid or offer.
- Where a Change of Control (as defined in the Option Plan) occurs, the Committee may, at its discretion, cause any and all outstanding options issued to optionees to automatically vest, whereupon such options may be exercised in whole or in part by any such optionee. There can be no acceleration of the vesting requirement applicable to options granted to an investor relations service provider without the prior written approval of the TSX-V.

### ***Stock Option Plan of GUN***

GUN has a "rolling 10%" Stock Option Plan (the "**GUN Option Plan**"), the purpose of which is to advance the interests of GUN by encouraging the directors, officers, employees and consultants of GUN to acquire GUN Common Shares, thereby increasing their proprietary interest in GUN, encouraging them to remain associated with GUN and furnishing them with additional incentive in their efforts on behalf of GUN in the conduct of their affairs. The GUN Option Plan was last approved by shareholders of GUN on October 26, 2022. The GUN Option Plan must be re-approved on an annual basis by the shareholders of GUN at each annual general meeting of GUN as required by the policies of the TSX-V.

The Board of Directors of GUN (the “**GUN Board**”), based on recommendations of GUN’s Governance and Compensation Committee where appropriate, determines which NEOs (and other persons) are entitled to participate in the GUN Option Plan; determines the number of options granted to such individuals; and determines the date on which each option is granted and vests, and the corresponding exercise price. Previous grants of option-based awards are taken into account when considering new grants.

The GUN Option Plan includes the following provisions:

- The GUN Option Plan is administered by an “Administrator” which means the GUN Board or such committee of the GUN Board that the GUN Board has designated to administer the GUN Option Plan;
- Options may be granted to employees, directors, executive officers and consultants of GUN;
- Any options previously granted by GUN (the “**Outstanding Options**”) which were outstanding as at September 28, 2022 were deemed to have been issued under and will be governed by the GUN Option Plan, and in the event of any inconsistency between the terms of the agreements governing the Outstanding Options and the terms of the GUN Option Plan, the terms of such agreements shall govern;
- The maximum number of GUN Common Shares issuable pursuant to options granted under the GUN Option Plan (and pursuant to any other Security Based Compensation Plans, as defined in TSX-V policies) is 10% of the issued and outstanding GUN Common Shares from time to time. The GUN Option Plan is currently the only Security Based Compensation Plan of GUN in effect;
- The Administrator determines the number of options to be granted to a participant under the GUN Option Plan, subject to the following limits:
  - The maximum aggregate number of GUN Common Shares which may be issuable pursuant to all options granted within any 12-month period to any one optionee is 5% of the then issued and outstanding GUN Common Shares (on a non-diluted basis), unless GUN has obtained disinterested shareholder approval;
  - The maximum aggregate number of GUN Common Shares which may be issuable pursuant to all options granted within any 12-month period to any one consultant is 2% of the then issued and outstanding GUN Common Shares (on a non-diluted basis);
  - The maximum aggregate number of GUN Common Shares which may be issuable pursuant to all options granted within any 12-month period to optionees who are employed to provide investor relations activities is 2% of the then issued and outstanding GUN Common Shares (on a non-diluted basis);
  - The maximum aggregate number of GUN Common Shares which may be issuable pursuant to all options granted at any point in time to insiders (as a group) is 10% of the then issued and outstanding GUN Common Shares, unless GUN has obtained disinterested shareholder approval; and
  - The maximum aggregate number of GUN Common Shares which may be issuable pursuant to all options granted within any 12-month period to insiders (as a group) is 10% of the then issued and outstanding GUN Common Shares, unless GUN has obtained disinterested shareholder approval;
- The exercise price for options granted under the GUN Option Plan will not be less than the market price of the GUN Common Shares less applicable discounts permitted by the TSX-V;
- Options may be exercisable for a term of up to 10 years, subject to earlier termination in the event of death or the optionee’s cessation of services to GUN or to extension if the expiry date is within a trading blackout period imposed by GUN to that date which is 10 business days after the trading blackout;
- Options granted under the GUN Option Plan are non-assignable and non-transferable, except by will or the laws of descent and distribution;
- If an optionee ceases to be a director, officer, employee or consultant, as the case may be, of GUN for any reason (other than death or disability), the optionee may, but only within 30 days next succeeding ceasing to be a director, officer, employee or consultant, exercise options held to the extent that the optionee was entitled to exercise the options at the date of such cessation.



The Administrator may, in its sole discretion, extend the mentioned 30-day period in respect of any option for a specified period up to one year;

- In the event of the death or disability of an optionee, options previously granted to the optionee will be exercisable only within the 12 months next succeeding such death or cessation of service due to such disability, respectively;
- For so long as the GUN Common Shares are listed on the TSX-V, any GUN Common Shares issued pursuant to the exercise of options that (a) were granted to an optionee who was a director, officer or significant shareholder of GUN; or (b) had an exercise price per share that was less than the last closing price of the GUN Common Shares on the TSX-V before such date of grant, would be subject to a four-month hold period commencing on the date of grant of the option. “Significant shareholder” means a person holding securities of GUN that carry more than 10% of the voting rights attached to GUN’s securities both immediately before and after the transaction in which securities are issued, and who have elected or appointed or have the right to elect or appoint one or more directors or senior officers of GUN;
- The Administrator may, subject to any necessary stock exchange or regulatory approvals, from time to time, without notice or approval of the optionees or of the shareholders of GUN, amend, modify, change, suspend or terminate the GUN Option Plan or any options granted pursuant to the GUN Option Plan as it, in its discretion, determines appropriate, provided, however that no such amendment, modification, change, suspension or termination may adversely affect any outstanding options granted under the GUN Option Plan without the consent of the optionee. Disinterested shareholder approval is required for any reduction in the exercise price or the extension of the term of an option if the optionee is an insider of GUN at the time of the proposed amendment; and
- The vesting schedule for each option shall be determined by the Administrator at the time the option is granted and shall be specified in the option agreement in respect of the option, with the exception that options granted to investor relations service providers must vest in stages over at least 12 months with no more than 25% of the options vesting in any three month period. There can be no acceleration of the vesting requirement applicable to options granted to an investor relations service provider. If no vesting provisions are specified by the Administrator, options granted under the GUN Option Plan shall vest as to 25% on each of the first, second, third and fourth anniversaries of the grant date.

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

### ***Alan Pangbourne, CEO and President***

On December 9, 2020, the Company entered into an executive employment agreement with Alan Pangbourne (the “**Employment Agreement**”) pursuant to which the Company agreed to employ Mr. Pangbourne as CEO of the Company commencing on January 19, 2021 and pay salary in the amount of \$350,000 per year less all applicable federal and provincial income tax withholdings, employment insurance, Canada Pension Plan deductions, any applicable benefit premiums and other applicable deductions. The salary is payable in equal monthly instalments in arrears and may be increased at the discretion of the Board of Directors. Mr. Pangbourne’s employment continues for an indefinite period.

Immediately upon execution of the Employment Agreement, the Company granted Mr. Pangbourne stock options to acquire 1,000,000 Common Shares of the Company at an exercise price of \$4.56 per Common Share. Pursuant to the Employment Agreement, Mr. Pangbourne is entitled to additional stock option grants under the Company’s Option Plan and an annual bonus (“**Short-Term Incentive**”) in the amount of 100% of Mr. Pangbourne’s annual salary subject to Mr. Pangbourne meeting 100% of certain corporate and individual target objectives (“**Target**”). In addition, based on additional performance indicators, Mr. Pangbourne is eligible to receive up to an additional 50% of his annual salary as determined by the Corporate Governance and Compensation Committee and approved by the Board of Directors and which shall form part of the Short-Term Incentive.

In the event that the Company is in material default in respect of any payment of remuneration or other benefits under the Employment Agreement which default has not been cured within 15 days of delivery of written notice to the Company in respect thereof, Mr. Pangbourne may terminate his employment by providing 30 days’ written notice to the Company. In the event that there is a (a) material diminution of Mr. Pangbourne’s title, authority, status, duties or responsibilities, (b) reduction of annual salary or other material adverse change in the Short-Term Incentive compensation structure and objectives or reduction of other compensation or benefits, or (c) material breach by the Company of the Employment Agreement, (collectively, a “**Good Reason**”), then Mr. Pangbourne may terminate the Employment Agreement and shall be entitled to severance (“**Severance**”) in the amount equal to the aggregate of (i) 24 months of Mr. Pangbourne’s current salary at the time of termination, and (ii) 24 months of Short-Term Incentive which shall be based on (A) 100% of Target for the first two years of employment, and (B) for any subsequent year, the average percentage of Target awarded as Short-Term Incentive in the immediately preceding two calendar years multiplied by Mr. Pangbourne’s current salary at

termination. In addition, Mr. Pangbourne shall be entitled to the continuation of all employee benefit programs for the same period or, at Mr. Pangbourne's election, payment in lieu thereof equal to the projected cost of maintaining Mr. Pangbourne in such plans.

Mr. Pangbourne may also terminate the Employment Agreement for any other reason, other than those reasons described above, by providing 3 months' written notice to the Company.

The Company may terminate the Employment Agreement immediately upon written notice to Mr. Pangbourne for cause, immediately without notice upon death and at any time without cause by providing written notice to Mr. Pangbourne and paying Severance.

The Employment Agreement also provides that in the event that there is a change of control of the Company (as defined below) and either the Company terminates the Employment Agreement or Mr. Pangbourne resigns for Good Reason within six months of a change of control, then the Company shall pay to Mr. Pangbourne an amount equal to the aggregate of: (i) thirty-six months of Mr. Pangbourne's annual salary at the time of the change of control; (ii) thirty-six months of Short Term Incentive based on (A) 100% of Target at Mr. Pangbourne's current salary at the time of such change of control for the first two years of employment, and (B) for any subsequent year, the average percentage of Target awarded as Short-Term Incentive in the immediately preceding two calendar years multiplied by Mr. Pangbourne's current salary at the time of such change of control; and (iii) 100% of benefits for the same period in lieu of notice, severance, damages or other payments. If such termination were to occur as of December 31, 2022, Mr. Pangbourne would have been paid the amount of \$2,100,000 pursuant to this provision.

For the purposes of the Employment Agreement, "change of control" means an occurrence (a) where less than 51% of the Board of Directors of the Company are composed of continuing directors; (b) where any person or persons acting jointly or in concert acquires more than 50% of the total voting rights attached to all classes of shares then outstanding in the Company having under all circumstances the right to vote on any resolution concerning the election of directors; or (c) where there is a sale or transfer of all or substantially all of the consolidated assets of the Company. For the purposes of the Employment Agreement, a "continuing director" is (i) an individual who is a member of the Board of Directors on the date of the Employment Agreement, or (ii) an individual who becomes a member of the Board of Directors subsequent to the date of the Employment Agreement with the approval of at least a majority of the Board at the date that the individual became a member of the Board, other than as a result of or in connection with a contested election of directors.

Commencing from the term of the Employment Agreement and ending two years following termination thereof, Mr. Pangbourne shall not, either individually or with any other person, whether as principal, agent, shareholder, officer, advisor, manager, employee or otherwise:

- (a) acquire, lease or otherwise obtain or control any beneficial, direct or indirect interest in mineral rights or other rights or lands necessary to develop any mineral property in which the Company and its affiliates at the time of termination holds or is actively seeking to acquire an interest or within a distance of five kilometres from any point on the outer perimeter of any such property,
- (b) solicit, divert or hire away, or attempt to solicit, divert, or hire away, any independent contractor or any person employed by any member of the Company and its affiliates or persuade or attempt to persuade any such individual to terminate his or her contract or employment with any member of the Company and its affiliates, unless Mr. Pangbourne had a relationship with them prior to the commencement of Mr. Pangbourne's employment with the Company, or
- (c) impair or seek to impair the reputation of the Company and its affiliates, or any of its directors, officers or employees, or impair or seek to impair any relationships that the Company and its affiliates has with its employees, customers, suppliers, agents or other parties with the Company and its affiliates does business or has contractual relations.

If, notwithstanding the prohibition set forth in the preceding paragraphs, Mr. Pangbourne acquires, leases or otherwise obtains or controls any interest, directly or indirectly, in breach of the preceding paragraph (a), Mr. Pangbourne shall notify the Company of such acquisition within the 30 days immediately following the date of such acquisition and Mr. Pangbourne shall, upon demand by the Company, convey or cause to be conveyed such interest to the Company as soon as practicable thereafter, in consideration of the payment by the Company to Mr. Pangbourne of the cost of acquisition.

#### *P. Randy Reifel, Executive Chairman and Former President*

Effective as of January 1, 2020, the Company and Brant Investments Ltd. ("**Brant**") entered into a consulting agreement (the "**Brant Consulting Agreement**") pursuant to which the Company agreed to pay Brant fees at the base rate of \$200,000 per year, which amount was increased to \$250,000 per year, effective January 1, 2021, subject to annual adjustment at the Board's discretion, for the services of P. Randy Reifel as an executive officer and a director of the Company. The initial term of the Brant Consulting Agreement was for a

period of one year commencing on January 1, 2020 and is automatically renewed on each anniversary thereafter, until otherwise terminated in accordance with the terms of the Brant Consulting Agreement.

In the event that the Company is in material default in respect of any payment of fees under the Brant Consulting Agreement which default has not been cured within 15 days of delivery of written notice to the Company in respect thereof, Brant may terminate its engagement by providing 30 days' written notice to the Company. Brant may also terminate the Brant Consulting Agreement for any other reason, by providing 3 months' written notice to the Company.

Under the Brant Consulting Agreement, if the Company terminates the services of Brant without cause, the Company shall pay to Brant upon termination an amount equal to three times (3x) the then applicable annual fee payable to Brant under the Brant Consulting Agreement.

The Brant Consulting Agreement also provides that in the event that there is a change of control of the Company (as defined below) and either the Company terminates the Brant Consulting Agreement within six months following such event or Brant terminates the Brant Consulting Agreement within three months of such event prior to Brant accepting renewed terms of engagement, then the Company shall pay to Brant an amount equal to three times (3x) of both the then applicable base rate annual fee payable to Brant under the Brant Consulting Agreement and any bonus paid or payable to Brant in respect of the most recently completed financial year. If such termination were to occur as of December 31, 2022, Brant would have been paid the amount of \$750,000 pursuant to this provision.

For the purposes of the Brant Consulting Agreement, "change of control" means an occurrence (a) where less than 51% of the Board of Directors of the Company are composed of continuing directors; or (b) where any person or persons acting jointly or in concert acquires more than 50% of the total voting rights attached to all classes of shares then outstanding in the Company having under all circumstances the right to vote on any resolution concerning the election of directors. For the purposes of the Brant Consulting Agreement, a "continuing director" is (i) an individual who is a member of the Board of Directors on the day preceding the date on which a change of control occurs pursuant to paragraph (b) above after the date of the Brant Consulting Agreement, or (ii) an individual who becomes a member of the Board of Directors subsequent to the date of the Brant Consulting Agreement with the approval of at least a majority of the continuing directors who are members of the Board at the date that the individual became a member of the Board, provided always that any continuing director who abstained from voting in respect of or did not vote against the resolution of the Board appointing a member thereof subsequent to the date of the Brant Consulting Agreement, or who was not present at the meeting at which such resolution was considered, shall for the purposes of the definition of "continuing director" be deemed to have given his approval to the appointment to the Board of such member.

Commencing from the term of the Brant Consulting Agreement and ending two years following termination thereof, Mr. Reifel shall not, either individually or with any other person, whether as principal, agent, shareholder, officer, advisor, manager, employee or otherwise:

- (a) acquire, lease or otherwise obtain or control any beneficial, direct or indirect interest in mineral rights or other rights or lands in any mineral property in which the Company holds or is actively seeking to acquire an interest or within a distance of five kilometres from any point on the outer perimeter of any such property,
- (b) conduct any exploration or production activities or otherwise work on or in respect of any mineral property within a distance of five kilometres from any point on the outer perimeter of such property,
- (c) solicit, divert or hire away, or attempt to solicit, divert, or hire away, any independent contractor or any person employed by any member of the Company and its affiliates or persuade or attempt to persuade any such individual to terminate his or her contract or employment with any member of the Company and its affiliates, or
- (d) impair or seek to impair the reputation of any member of the Company and its affiliates, or impair or seek to impair any relationships that any member of the Company and its affiliates has with its employees, customers, suppliers, agents or other parties with which any member of the Company and its affiliates does business or has contractual relations.

If, notwithstanding the prohibition set forth in the preceding paragraphs, Mr. Reifel acquires, leases or otherwise obtains or controls any interest, directly or indirectly, in breach of any of the preceding paragraphs, Mr. Reifel shall notify the Company of such acquisition within the 30 days immediately following the date of such acquisition and Mr. Reifel shall, upon demand by the Company, convey or cause to be conveyed such interest to the Company as soon as practicable thereafter, in consideration of the payment by the Company to Mr. Reifel of the cost of acquisition.

### *Erick Underwood, CFO*

Effective May 31, 2021, the Company engaged Erick Underwood as a consultant pursuant to a consulting agreement (the “**Underwood Consulting Agreement**”) whereby the Company agreed to pay Mr. Underwood an annual fee of \$250,000 (“**Annual Base Fee**”) (plus applicable GST/PST) payable monthly in arrears and calculated pro rata based on actual time spent by Mr. Underwood in performing services for the Company, subject to increases at the Board of Director’s discretion. The Underwood Consulting Agreement is for a term of one year with automatic renewals of consecutive one-year terms. Pursuant to the Underwood Consulting Agreement, Mr. Underwood is entitled to participate in the Company’s Option Plan and to receive an annual bonus of up to 50% of the Annual Base Fee at the Board of Directors’ discretion.

Mr. Underwood may terminate the Underwood Consulting Agreement at any time upon one month’s written notice to the Company. In the event that there is a (a) material diminution of Mr. Underwood’s title, authority, status, duties or responsibilities, (b) reduction of the Annual Base Fee (other than in accordance with the Underwood Consulting Agreement), (c) material breach by the Company of the Underwood Consulting Agreement, or (d) relocation of the principal place of work by more than 50 kilometres (collectively, a “**Good Reason**”), then Mr. Underwood may terminate the Underwood Consulting Agreement and shall be entitled to severance in the amount of 3/12 of the then applicable Annual Base Fee.

The Company may terminate the Underwood Consulting Agreement for cause, material breach or failure to disclose material facts or to follow reasonable directions or by reason of death or disability. In the event that the Company terminates the Underwood Consulting Agreement for any other reason, the Company shall provide Mr. Underwood three months’ written notice or, in lieu of notice, payment of 3/12 of the then applicable Annual Base Fee.

The Underwood Consulting Agreement also provides that in the event that there is a change of control of the Company (as defined below) and, within six months following such event, either the Company terminates the Underwood Consulting Agreement or Mr. Underwood terminates the Underwood Consulting Agreement for a Good Reason, then the Company shall pay to Mr. Underwood an amount equal to the then applicable Annual Base Fee. If such termination were to occur as of December 31, 2022, Mr. Underwood would have been paid the amount of \$250,000 pursuant to this provision.

For the purposes of the Underwood Consulting Agreement, “change of control” means an occurrence (a) where less than 51% of the Board of Directors of the Company are composed of continuing directors; or (b) where any person or persons acting jointly or in concert acquires more than 50% of the total voting rights attached to all classes of shares then outstanding in the Company having under all circumstances the right to vote on any resolution concerning the election of directors. For the purposes of the Underwood Consulting Agreement, a “continuing director” is (i) an individual who is a member of the Board of Directors on the day preceding the date on which a change of control occurs pursuant to paragraph (b) above after the date of the Underwood Consulting Agreement, or (ii) an individual who becomes a member of the Board of Directors subsequent to the date of the Underwood Consulting Agreement with the approval of at least a majority of the continuing directors who are members of the Board at the date that the individual became a member of the Board, provided always that any continuing director who abstained from voting in respect of or did not vote against the resolution of the Board appointing a member thereof subsequent to the date of the Underwood Consulting Agreement, or who was not present at the meeting at which such resolution was considered, shall for the purposes of the definition of “continuing director” be deemed to have given his approval to the appointment to the Board of such member.

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

#### *Corporate Governance and Compensation Committee*

The Corporate Governance and Compensation Committee in 2022 consisted of Christian Falck, Lian Li, Randy Buffington and John Perston, all of whom are considered independent directors. One of the primary functions of the Corporate Governance and Compensation Committee is to monitor and make recommendations to the Board of Directors in respect of the total compensation paid by the Company to its directors and executive officers.

The Compensation Committee reviews annually, and submits to the Board of Directors for its approval, the total compensation (including direct salary and annual bonus as well as long term stock-related incentive plans) paid to each executive officer of the Company and paid to members of the Board as directors after taking into account any director compensation guidelines established by the Board. In accordance with TSX-V policies, any compensation paid to a director or executive officer of the Company must be approved by the independent members of the Corporate Governance and Compensation Committee.

The Corporate Governance and Compensation Committee is responsible for reviewing and considering corporate goals and objectives relevant to compensation for all executive officers, evaluating the performance of each executive officer in light of those corporate goals

and objectives, and determining (or making recommendations to the Board of Directors with respect to) the level of compensation for the executive officers based on this evaluation. In considering compensation for the executive officers other than the President, the Corporate Governance and Compensation Committee is to take into account the recommendation of the President.

The Corporate Governance and Compensation Committee administers the Company's stock option plan and makes decisions regarding option grants, including option terms and amendments, under the stock option plan, provided that, under the terms of the stock option plan, options for directors must be granted and approved by the Board of Directors.

There is no policy or target regarding cash and non-cash elements of the Company's compensation program. The directors are of the view that all elements should be considered rather than any single element. No peer group is used when determining compensation. The Company does not currently provide the executive officers with personal benefits nor does the Company provide any additional compensation.

As an executive officer's level of responsibility increases, a greater percentage of total compensation is based on performance (as opposed to base salary and standard employee benefits) as the mix of total compensation shifts towards a greater emphasis on bonus and stock options, thereby increasing the mutual interest between executive officers and shareholders. The level of base salary for each employee within a specified range is determined by past performance, as well as by the level of responsibility and the importance of the position to the Company.

With respect to long-term incentives, each year an executive may be awarded stock options. The amount of the long-term incentive is reviewed by the Corporate Governance and Compensation Committee for recommendation to the Board of Directors based on the philosophy, objectives and criteria outlined above, taking into account previous stock option grants.

For the 2022 financial year, the Company's executive compensation consisted of a base salary. Salary compensation to the Named Executive Officers during the 2022 financial year were provided for under consulting arrangements or employment agreements with the Named Executive Officers or their management companies. See "Employment, Consulting and Management Agreements or Arrangements" for a description of the 2022 employment and consulting agreements for Messrs. Pangbourne, Reifel and Underwood.

The Company has no standard arrangement pursuant to which non-executive directors of the Company are paid cash compensation by the Company for their services in their capacity as directors or committee members. In 2021 and 2022, the directors were paid an annual fee of \$25,000.

The Corporate Governance and Compensation Committee retained a compensation advisor for the purpose for reviewing its compensation policies and practices for its executive officers. The report was provided to the Committee in February 2022. The Committee plans to rely upon the recommendations in the report in settling its compensation policies and practices for its current financial year.

### **Pension Disclosure**

The Company does not provide a pension to any director or NEO.

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

The following table sets out information on the Company’s equity compensation plans under which Common Shares are authorized for issuance as at December 31, 2022.

**EQUITY COMPENSATION PLAN INFORMATION**

<b>Plan Category</b>	<b>Number of Securities to be issued upon exercise of outstanding options, warrants and rights (a)</b>	<b>Weighted average exercise price of outstanding options, warrants and rights (b)</b>	<b>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)</b>
<i>The Company</i>			
Equity compensation plans approved by securityholders of the Company (Stock Option Plan)	3,748,500	\$3.80	<b>2,988,186<sup>(1)</sup></b>
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
<b>Total</b>	<b>3,748,500</b>		<b>2,988,186</b>
<i>GUN</i>			
Equity compensation plans approved by securityholders of GUN (GUN Option Plan)	1,965,000	\$0.57	3,119,493 <sup>(2)</sup>
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
<b>Total</b>	<b>1,965,000</b>		<b>3,119,493</b>

(1) Based on the total number of Common Shares to be reserved and authorized for issuance pursuant to options granted under the Option Plan being 10% of the issued and outstanding Common Shares from time to time (being 67,366,866 Common Shares as at December 31, 2022).

(2) Based on the total number of GUN Common Shares to be reserved and authorized for issuance pursuant to options granted under the GUN Option Plan being 10% of the issued and outstanding GUN Common Shares from time to time (being 50,844,933 GUN Common Shares as at December 31, 2022).

**INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS**

As at the date hereof, no director or executive officer of the Company, no proposed nominee for election as a director of the Company, no associate of any such director, executive officer or proposed nominee (including companies controlled by them), no employee of the Company or any of its subsidiaries, and no former executive officer, director or employee of the Company or any of its subsidiaries, is indebted to the Company or any of its subsidiaries (other than for “routine indebtedness” as defined under applicable securities legislation) or is indebted to another entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

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

Except as set out herein, no person who has been a director or executive officer of the Company at any time since the beginning of the Company’s last financial year, no proposed nominee of management of the Company for election as a director of the Company and no associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting other than the election of directors or the appointment of auditors.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as described below, no informed person (i.e. insider) of the Company, no proposed director of the Company, and no associate or affiliate of any informed person or proposed director has had any material interest, direct or indirect, in any transaction since January 1, 2022 or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

On January 18, 2022, GUN issued an aggregate of 3,443,333 GUN Common Shares to two creditors to settle aggregate debt in the amount of \$2,066,000 at a deemed price of \$0.60 per share. The Company's Executive Chairman, Randy Reifel, received 1,723,333 shares for the debt held by his privately owned company, Brant Investments Ltd. The Company also has settled its debt for 1,720,000 GUN Common Shares.

## MANAGEMENT CONTRACTS

No management functions of the Company are to any substantial degree performed by a person other than the directors or executive officers of the Company.

## PARTICULARS OF MATTERS TO BE ACTED UPON

### Approval of "Rolling 10%" Stock Option Plan

On April 12, 2021, the Board of Directors adopted the Option Plan which was amended and restated on April 8, 2022 and last approved by shareholders on May 25, 2022. The Board of Directors subsequently amended the Option Plan on April 21, 2023 to address certain "housekeeping" items. The Option Plan, as amended, is a "rolling 10%" stock option plan pursuant to which up to 10% of the Company's issued and outstanding Common Shares from time to time may be reserved for issuance pursuant to stock options granted or subject to the Option Plan. The Option Plan, as amended, must be re-approved on an annual basis by the shareholders at each annual general meeting of the Company as required by the policies of the TSX-V.

A copy of the Option Plan may be obtained by sending a written request to the President of the Company at the Company's head office located at #1012-1030 West Georgia Street, Vancouver, British Columbia, Canada V6E 2Y3. For a summary of the material features of the Option Plan, see "Director and Named Executive Officer Compensation — Stock Option Plans and Other Incentive Plans — Stock Option Plan".

The text of the proposed resolution to approve and confirm the Option Plan, as amended, (the "**Stock Option Plan Resolution**") is as follows:

"BE IT RESOLVED THAT the Company's Stock Option Plan, previously approved by the shareholders of the Company, is hereby approved and confirmed and that the Board of Directors of the Company be authorized to make any changes thereto as may be required by the TSX Venture Exchange"

A simple majority of the votes cast at the Meeting (in person or by proxy) is required in order to pass the Stock Option Plan Resolution. If the above resolution in respect of the Option Plan is not approved by the shareholders of the Company, the Company will not grant or issue further options under the Option Plan until the requisite shareholder approval has been obtained.

**The Board of Directors recommends a vote "FOR" the approval of the Stock Option Plan Resolution. In the absence of instructions to the contrary, the persons named in the form of proxy intend to vote FOR the approval of the Stock Option Plan Resolution.**

## OTHER MATTERS

Management of the Company is not aware of any other matters to come before the Meeting other than as set forth in the Notice of the Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed Proxy form to vote the shares represented thereby in accordance with their best judgment on such matter.

## ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at [www.sedar.com](http://www.sedar.com).

Financial information relating to the Company is provided in the Company's comparative consolidated financial statements and management's discussion and analysis for its financial year ended December 31, 2022, which are available on SEDAR at [www.sedar.com](http://www.sedar.com) and may also be obtained by sending a written request to the President of the Company at the Company's head office located at #1012-1030 West Georgia Street, Vancouver, British Columbia, Canada V6E 2Y3.

DATED as of the 24th day of April, 2023.

BY ORDER OF THE BOARD

*"P. Randy Reifel"*

P. RANDY REIFEL  
Executive Chairman



## APPENDIX A

### CHESAPEAKE GOLD CORP. (the “Company”)

#### AUDIT COMMITTEE CHARTER

##### **Mandate**

The primary function of the audit committee (the “Committee”) is to assist the Board of Directors (“Board”) in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company’s systems of internal controls regarding finance and accounting and the Company’s auditing, accounting and financial reporting processes. The Committee’s primary duties and responsibilities are to:

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

##### **Composition**

The Committee shall be comprised of a minimum of three directors as determined by the Board, which directors may be “non-independent” directors so long as the Company is a “Venture Issuer” within the meaning of applicable securities legislation. A quorum of the Committee shall be a majority of the members. Each member will be a member of the Board. In the event of an equality of votes, the Chair of the Committee shall not have a second casting vote.

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

##### **Meetings**

The Committee shall meet at least once annually, or more frequently as circumstances dictate or as may be prescribed by securities regulatory requirements. As part of its job to foster open communication, the Committee will meet at least annually with the Chief Financial Officer (or such person acting in that capacity) and the external auditor in separate sessions.

##### **Responsibilities and Duties**

To fulfill its responsibilities and duties, the Committee shall:

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

2. External Auditor

- (a) review annually, the performance of the external auditor who shall be ultimately accountable to the Board and the Committee as representatives of the shareholders of the Company;
- (b) obtain annually, a formal written statement of external auditor setting forth all relationships between the external auditor and the Company;
- (c) review and discuss with the external auditor any disclosed relationships or services that may impact the objectivity and independence of the external auditor;
- (d) take, or recommend that the Board take, appropriate action to oversee the independence of the external auditor, including the resolution of disagreements between management and the external auditor regarding financial reporting;
- (e) recommend to the Board the selection and, where applicable, the replacement of the external auditor nominated annually for shareholder approval;
- (f) recommend to the Board the compensation to be paid to the external auditor;
- (g) at each meeting, where desired, consult with the external auditor, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements;
- (h) review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company;
- (i) review with management and the external auditor the audit plan for the year-end financial statements; and
- (j) review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditor. The pre-approval requirement is waived with respect to the provision of non-audit services if:
  - (i) the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent (5%) of the total amount of fees paid by the Company to its external auditor during the fiscal year in which the non-audit services are provided,
  - (ii) such services were not recognized by the Company at the time of the engagement to be non-audit services, and
  - (iii) such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board to whom authority to grant such approvals has been delegated by the Committee.

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

3. Financial Reporting & Internal Controls

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

4. Other

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