



# Notice of Annual General Meeting of Shareholders & Management Information Circular

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To be held December 15, 2016

## MONUMENT MINING LIMITED

Suite 1580, 1100 Melville Street  
Vancouver, British Columbia, V6E 4A6

Tel. 1-604-638-1661

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Website: [www.monumentmining.com](http://www.monumentmining.com)

**These materials are important and require your immediate attention. If you have questions or require assistance with voting your shares, you may contact Monument's proxy solicitation agent:**

**Laurel Hill Advisory Group**

**North American Toll-Free Number: 1-877-452-7184**

**Collect Calls Outside North America: 416-304-0211**

**Email: [assistance@laurelhill.com](mailto:assistance@laurelhill.com)**

**MONUMENT MINING LIMITED**  
1580-1100 Melville Street  
Vancouver, British Columbia, V6E 4A6  
Phone No.: 604-638-1661  
Fax No.: 604-638-1663

**NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS**

**NOTICE IS HEREBY GIVEN** that the Annual General Meeting (the "Meeting") of the shareholders of Monument Mining Limited (the "Company") will be held at suite 1580, 1100 Melville Street, Vancouver, British Columbia, Canada on Thursday, December 15, 2016 at 9:00 A.M, Pacific Time, for the following purposes:

1. To receive and consider the financial statements of the Company for the fiscal year ended June 30, 2016, and the auditors' report thereon;
2. To fix the number of Directors of the Company for the incoming year at five;
3. To elect directors of the Company for the incoming year;
4. To appoint Grant Thornton LLP, Chartered Accountants, as auditors for the ensuing year and to authorize the Directors to fix the auditors' remuneration;
5. To consider, and if thought fit, to approve the Company's restricted share unit plan;
6. To consider, and if thought fit, to approve the Company's amended and restated "fixed" stock option plan;
7. To transact such further or other business as may properly come before the Meeting and any adjournment thereof.

**The accompanying information circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice.**

**Questions or requests for assistance regarding the Meeting may be directed to Laurel Hill Advisory Group, the Company's proxy solicitation agent, at 1-877-304-0211 toll free (416-304-0211 collect) or by email at [assistance@laurelhill.com](mailto:assistance@laurelhill.com).**

DATED: November 10, 2016

**BY ORDER OF THE BOARD OF DIRECTORS**

*"Robert Baldock"*

\_\_\_\_\_  
Robert Baldock  
President and CEO

# INFORMATION CIRCULAR

## AS AT NOVEMBER 10, 2016 UNLESS OTHERWISE INDICATED

This Information Circular is furnished in connection with the solicitation of proxies by the management of Monument Mining Limited (the "Company" or "Monument") for use at the Annual General Meeting (the "Meeting"). The Meeting will be held suite 1580, 1100 Melville Street, Vancouver, British Columbia, on Thursday, December 15, 2016, at 9:00 A.M. (Pacific Time) and for the purposes set forth in the accompanying Notice of Annual General Meeting of Shareholders. Pursuant to Part XII of the *Canada Business Corporations Act*, advance notice of the Meeting was published via SEDAR on October 18, 2016, and filed with the British Columbia Securities Commission, Alberta Securities Commission, Ontario Securities Commission and the TSX Venture Exchange (the "Exchange"), and published in the *Globe and Mail* newspaper on October 24, 2016.

### GENERAL PROXY INFORMATION

#### Solicitation of Proxies

THE ACCOMPANYING PROXY IS SOLICITED BY THE MANAGEMENT OF the Company in connection with the Meeting. All properly executed proxies received on or before 9:00 A.M. on December 13, 2016 will be voted at any poll held at the Meeting, and if a choice is specified with respect to any matter to be acted upon, will be voted in accordance with the instructions contained therein. The expense of this solicitation will be paid by the Company. Some of the directors, officers and regular employees of the Company may solicit proxies personally and by telephone, facsimile or other electronic means as deemed necessary, at no additional compensation. The Company has also retained Laurel Hill Advisory Group to assist it in connection with the Company's communications with shareholders. In connection with these services, Laurel Hill is expected to receive a fee of approximately \$30,000, plus out-of-pocket expenses. The Company will reimburse banks, brokerage houses and other custodians, nominees or fiduciaries for reasonable expenses in sending proxy material to principals to obtain authorization for the execution of proxies. The Company will not be sending proxy material to shareholders using the "notice-and-access" procedure available under National Instrument 54-101 *Communication with Beneficial Owners of Securities of Reporting Issuers* ("NI 54-101").

#### Appointment and Revocation of Proxies

The persons named in the enclosed form of proxy have been selected by the directors of the Company and have indicated their willingness to represent as proxy the shareholder who appoints them. **A shareholder has the right to designate a person (who need not be a shareholder), other than the management designees, to represent him or her at the Meeting.** Such right may be exercised by inserting in the space provided for that purpose on the form of proxy the name of the person to be designated and by deleting therefrom the names of the management designees. Such shareholder should notify the nominee of the appointment, obtain consent to act as proxy and should provide instructions on how the shareholder's shares are to be voted. In any case, the form of proxy should be dated and executed by the shareholder or any attorney authorized in writing, with proof of such authorization attached, where an attorney executed the form of proxy. A form of proxy may be revoked at any time prior to the exercise thereof. An instrument of revocation must be executed by the shareholder or by his or her attorney authorized in writing or, if the shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized, and deposited either at the head office of the Company at any time up to and including the last business day preceding the date of the Meeting, or at any adjournment thereof, at which the proxy is to be used or with the chairman of the Meeting on the day of the Meeting or any adjournment thereof.

#### Completion and Return of Proxy

Completed forms of proxy must be deposited at the office of the Company's registrar and transfer agent, Computershare Investor Services, the 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1, not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting, unless the chairman of the Meeting elects to exercise his or her discretion to accept proxies received subsequently.

The proxy can be submitted by:

- (a) completing, dating and signing the enclosed form of proxy and returning it to the Company's transfer agent, Computershare Trust Company of Canada ("**Computershare**"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail or by hand to the 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1;

- (b) using a touch-tone phone to transmit voting choices to a toll free number. Registered shareholders must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll free number, the holder's account number and the proxy access number; or
- (c) using the internet through the website of the Company's transfer agent at [www.investorvote.com](http://www.investorvote.com). Registered shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the proxy access number; in all cases ensuring that the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting or the adjournment thereof at which the proxy is to be used.

#### **Non-Registered Holders**

Only registered shareholders or duly appointed proxy holders are permitted to vote at the Meeting (except as outlined below). Most shareholders of the Company are "non-registered" shareholders because the shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the shares. **More particularly, a person is not a registered shareholder in respect of shares which are held on behalf of that person (the "Non-Registered Holder" or "Beneficial Owner") but which are registered either: (a) in the name of an intermediary (an "Intermediary") that the Non-Registered Holder deals with in respect of the shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIAs, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited) of which the Intermediary is a participant. In accordance with the requirements of NI 54-101, the Company has distributed copies of the Notice of Meeting, this Information Circular and the Proxy (collectively, the "Meeting Materials") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders.**

There are two kinds of Beneficial Owners: those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object (called "**NOBOs**" for Non-Objecting Beneficial Owners). Issuers can request and obtain a list of their NOBOs from intermediaries via their transfer agents pursuant to NI 54-101, and issuers can use this NOBO list for distribution of proxy-related materials directly to NOBOs. The Company is not sending the Meeting Materials directly to NOBOs, but rather has distributed copies of the Meeting Materials to the Intermediaries for distribution to NOBOs. With respect to OBOs the Company will pay for Intermediaries to deliver the Meeting Materials to OBOs.

Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy **which has already been signed by the Intermediary** (typically by a facsimile, stamped signature), which is restricted as to the number of shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and **deliver it to Computershare** as provided above; or
- (b) more typically, be given a voting instruction form **which is not signed by the Intermediary**, and which, when properly completed and signed by the Non-Registered Holder and **returned to the Intermediary or its service company**, will constitute voting instructions which the Intermediary must follow. The majority of intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails a scannable voting instruction form ("**VIF**") in lieu of the applicable form of proxy. The Non-Registered holders are requested to complete and return the VIF by mail or facsimile. Alternatively, the Beneficial holder can call a toll-free telephone number or access the Internet to vote the Shares held by the Beneficial owners at [www.proxyvote.com](http://www.proxyvote.com). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the applicable Meeting. As well, Monument may be utilizing the Broadridge QuickVote™ service to assist shareholders with voting their shares. NOBOs may be contacted by Laurel Hill to conveniently obtain their vote directly over the telephone.

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

### **Voting Procedure**

Holders of record of the common shares of the Company (hereinafter the “**shares**”) at the close of business on November 10, 2016 (the “**Record Date**”), will be entitled to receive notice of the Meeting and to one vote per share on all matters placed before the Meeting.

All shares represented at the Meeting by properly executed proxies will be voted (including the voting on any ballot), and where a choice with respect to any matter to be acted upon has been specified in the form of proxy, the shares represented by the proxy will be voted in accordance with such specification. **In the absence of any such specification, the management designees, if named in the proxy, will vote in favour of the matters set out therein.**

**The enclosed form of proxy confers discretionary authority upon the management designees, or other persons named as proxy, with respect to amendments or variations to matters identified in the notices of Meeting and any other matters which may properly come before the Meeting. As of the date hereof, the Company is not aware of: (a) any amendments or variations to matters identified in the notices of Meeting, or (b) any other matters to be presented for action at the Meeting. In the event that other matters come before the Meeting, then the management designees intend to vote in accordance with their judgment.**

A quorum for the transaction of business at the Meeting shall be shareholders present in person or represented by proxy or duly authorized representative, being not less than two (2) in number.

### **Voting Shares Securities and Principal Holders of Voting Securities**

The Company is authorized to issue an unlimited number of shares of which, as at the close of business on the Record Date, 324,218,030 shares are issued and outstanding.

The holders of shares of record at the Record Date are entitled to vote such shares at the Meeting.

There are no persons who are known to the Directors and officers of the Company to have, as at the date of this Information Circular, direct or indirect beneficial ownership of, control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over voting securities that constitute more than 10% of the issued and outstanding shares of the Company.

## **PARTICULARS OF OTHER MATTERS TO BE ACTED UPON**

### **Receipt of the Financial Statements and Auditors’ Report**

The consolidated financial statements of the Company for the fiscal year ended June 30, 2016 including the accompanying notes and the auditor’s report, will be presented to the shareholders at the Meeting. These documents are available on both SEDAR ([www.sedar.com](http://www.sedar.com)) and the Company’s website ([www.monumentmining.com](http://www.monumentmining.com)).

### **Election of Directors**

The term of office of each of the current Directors runs until the conclusion of the Meeting or until their respective successors have been elected or appointed. Shareholders’ approval will be sought to fix the number of Directors of the Company at five (5), such approval requiring a majority of the votes cast by shareholders at the Meeting (being 50% plus one of the votes cast).

The persons named in the accompanying proxy intend to vote for the election as Directors the five nominees listed below unless the shareholder directs that his or her shares be withheld from voting in the election of Directors. In the event any nominee named below should be unable to serve, the persons named in the accompanying proxy will vote for a substitute nominee or nominees in accordance with their best judgment. All nominees named below have consented to serve as Directors if elected.

Name, Jurisdiction of Residence and Position	Principal occupation or employment and, if not a previously elected Director, occupation for past 5 years	Director since	Number of Shares beneficially owned or controlled or directed, directly or indirectly, <sup>1, 4</sup>
<b>Robert F. Baldock<sup>4</sup></b> <i>Pahang, Malaysia</i> President and CEO Director	President, CEO and Director, Monument Mining Limited and all its subsidiaries since July 2007.	March 1998	1,382,250
<b>Cathy Zhai<sup>3, 4</sup></b> <i>British Columbia, Canada</i> CFO, and Corporate Secretary Director	CFO and Corporate Secretary for Monument Mining Limited and all its subsidiaries since July 2007.	November 2011	200,500
<b>Zaidi Harun<sup>4</sup></b> <i>Pahang, Malaysia</i> VP, Business Development, Director	Vice President, Business Development for Monument Mining Limited and Monument Malaysian Group of companies since 2007.	June 2007	2,130,400
<b>Graham Dickson<sup>2</sup></b> <i>British Columbia, Canada</i> Director	President of NouHgt Technologies Inc. since 2012; Chief Operating Officer of Veris Gold Corp. from June 2011 to June 2015.	June 2009	nil
<b>Michael John Kitney<sup>2, 3</sup></b> Perth, Western Australia Director	Chief Operating Officer of Kasbah Resources Limited from February 2011 to present; Consultant to the mining industry from May 2004 to February 2011.	November 2015	nil

- (1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at November 10, 2016, based upon information furnished to the Company by individual Directors. Unless otherwise indicated, such shares are held directly.
- (2) Member of the Audit Committee.
- (3) Member of the Compensation Committee.

No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

Except as described below, to the knowledge of the Company, no proposed director.

(a) is, as at the date of the Information Circular, or has been, within 10 years before the date of the Information Circular, a director, chief executive officer (“CEO”) or chief financial officer (“CFO”) of any company (including the Company) that:

(i) was the subject, while the proposed director was acting in the capacity as director, CEO or CFO of such company, of 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; or

(ii) 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, that was issued after the proposed director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the proposed director was acting in the capacity as director, CEO or CFO of such company; or

(b) is, as at the date of this Information Circular, or has been within 10 years before the date of the 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; or

(c) has, within the 10 years before 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 the proposed director; or

(d) has been subject to 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

(e) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

On June 9, 2014, the Supreme Court of British Columbia issued an order granting Veris Gold Corp. (“Veris”) creditor protection to under the *Companies’ Creditors Arrangement Act* (Canada). Veris was cease traded by the British Columbia Securities Commission as of September 3, 2015. Graham Dickson was a director of Veris until February 25, 2015 and the chief operating officer of Veris until June 25, 2015.

The following information as to principal occupation, business or employment is not within the knowledge of the management of the Company and has been furnished by the respective nominees.

**Robert F. Baldock, CA(M), FCPA, FIMC**  
**Director, President and CEO**

Mr. Baldock is an experienced mining executive as well as being a qualified and experienced accountant with over 30 years of hands on management of public and private corporations across a wide range of industries. Mr. Baldock is the former co-founder and Managing Director and subsequently Executive Chairman of Golconda Minerals N.L. Group of Mining Companies listed on the ASX, NASDAQ and Stuttgart Stock Exchanges. He was as well President of a controlled subsidiary, Nevada Goldfields Corporation, which was listed on the TSX, Toronto, NASDAQ, USA and Stuttgart Stock Exchanges. Mr. Baldock’s role with the Golconda Group also included the role of Managing Director of Duketon Exploration Limited, listed on the ASX. During Mr. Baldock’s period of tenure he had the overall responsibility for raising capital and using the raised capital and cash flow from operations to oversee the design, construction, commissioning and operation of numerous mineral processing plants and mining operations. Mr. Baldock was until June 2012 also the President of Veris Gold Corp., a reporting issuer.

**Cathy Zhai, B.Sc., CGA**  
**Director, Chief Financial Officer and Corporate Secretary**

Ms. Zhai has been the Chief Financial Officer at Monument Mining Limited since 2001 (formally Moncoa Corporation). Ms. Zhai has over 19 years of extensive experience at senior positions in business strategic planning, corporate finance, financial reporting and cost management over mining operations and other business sectors with international exposure cross Northern America, China, South-East Asia and Australia. She has participated in financing and development of the Selinsing Gold Mine from initial stage with discipline and a “can-do” attitude. In her career, she has worked as CFO, Director of Finance and other senior roles with several public and private companies across mining, high tech in manufactory sector and biotech industries. Ms. Zhai is a designated Certified General Accountant and holds a B.Sc. degree in Mathematics, and a Diploma in Multicultural Comparison.

**Zaidi Harun, B.Sc.**  
**Director, Vice President, Business Development**

Mr. Harun is an experienced Exploration Geologist with 23 years’ experience in the international mining industry field work as well as extensive mine geological exploration experience. He has extensive knowledge of the Malaysian mining industry and has been a key senior person in assisting the President in mineral property research, liaison with government, local society, and implementing the CSR programs. Mr. Harun has spent the last 17 years working on the Selinsing Project site developing the present reserves and resource. He has been involved from the outset in Monument’s preliminary mine planning and initial development for the Selinsing Gold Mine project.

**Graham Dickson**  
**Director**

Mr. Dickson is a mining executive with over 26 years of extensive experience in the gold mining industry and has built numerous gold treatment plants in remote areas of the world. He has being serving as President for NouHgt Technologies Inc. since 2007; and previously served as Director, Chief Operating Officer and other positions of Veris Gold Corp. up to June 2015, which holds a diverse portfolio of gold, silver, zinc and copper properties in the Yukon Territory and British Columbia, Canada as well as in the states of Arizona and Nevada in the U.S.A. Mr. Dickson also served in various capacities with BYG Natural Resources Ltd., which had a gold mine in the Yukon Territory; and acted as General Manager of a turnkey

construction company for gold milling facilities in remote locations, including the Snip Mill for Cominco Ltd., Golden Patricia Mill for Bond Gold, Seebee Mill for Claude Resources and for surface facilities at the Julietta mine for Bema Gold.

**Michael John Kitney, Ass Met, M.Sc., MAusIMM  
Director**

Mr. Kitney, has been the Chief Operating Officer of Kasbah Resources Ltd since March 2011. He is an internationally experienced metallurgist with in excess of over 40 years' experience in evaluation and project development roles in Australia and internationally and these have included senior management and line positions with Minproc Engineers Limited, Alcoa Australia, British Phosphate Commission, Nelson Gold Corporation Limited and Avocet Mining plc. He has developed and constructed projects throughout Africa, Asia and Australia. He has also participated in Selinsing Gold Processing Plant design work in early years of Monument development as independent consultant and was a Qualified Person on metallurgical work according to NI43-101 standards. He served as a Director of Redbank Mines Limited from March 1, 2006 to November 28, 2008, and is presently an independent director of Breaker Resources NL (BRB:ASX). Mr. Kitney holds a Master of Science degree from WA School of Mines (Mineral Economics).

**Appointment of Auditors**

The shareholders will be asked to vote for the appointment of Grant Thornton LLP, Chartered Accountants, of Vancouver, British Columbia, to hold office until the next Annual General Meeting of shareholders, and to authorize the board of directors to fix their remuneration. Grant Thornton LLP, Chartered Accountants (the "**Successor Auditor**"), have been the auditors for the Company from April 11, 2012 to February 2, 2015, and since February 29, 2016 after the Company requested and received the resignation of BDO Canada LLP (the "**Former Auditor**") as the auditors for the Company. Unless otherwise instructed, the proxies given pursuant to this solicitation will be voted for the re-appointment of Grant Thornton LLP to hold office for the ensuing year at a remuneration to be fixed by the directors.

There were no reservations in the Former Auditor's Reports in connection with:

- (a) the audit of the Company's most recently completed financial year ended June 30, 2016; and
- (b) any period subsequent to the most recently completed period for which an audit report was issued and preceding the date of expiry of the Former Auditor's term of office.

There were no "reportable events" including disagreements, unresolved issues and consultations, as defined in National Instrument NI 51-102 – *Continuous Disclosure Obligations* ("**NI 51-102**"), between the Company and the Former Auditor or the Successor Auditor and the resignation and the recommendation to appoint the Successor Auditor was approved by the Audit Committee and the Board of Directors of the Company.

As required pursuant to section 4.11 of NI 51-102, the Company filed the "**Reporting Package**" (comprised of the Notice of Change of Auditor, Successor Auditor Letter and Former Auditor Letter) under the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com) and a copy of the documents comprising the Reporting Package are attached to this Information Circular as Appendix B.

**Approval of Restricted Share Unit Plan and Amended and Restated Fixed Stock Option Plan**

At the Meeting, the Company's shareholders will be asked to separately approve the adoption of a restricted share unit plan (the "**RSU Plan**") and the Company's amended and restated "fixed" stock option plan (the "2016 Fixed Stock Option Plan" as defined below), which together form the Company's long term incentive plans (the "**LTI Plans**"). If shareholders approve both the RSU Plan and the 2016 Fixed Stock Plan, the number of shares authorized for issuance under the 2016 Stock Option Plan will be reduced to 16,210,905 shares (rather than the 48,632,705 shares under the 2015 Stock Option Plan) as further described under "Approval of Amended and Restated Fixed Stock Option Plan" below. If the requisite shareholder approval for each of the RSU Plan and 2016 Stock Option Plan is not obtained at the Meeting, the Company shall terminate the RSU Plan and revert from the 2016 Stock Option Plan to the 2015 Stock Option Plan.

The changes proposed by the LTI Plans are intended to provide a long term incentive compensation structure that aligns the interests of the directors, officers, employees and consultants of the Company or any subsidiary of the Company with the interests of the Company's shareholders.

The aggregate number of common shares that may be issued pursuant to the LTI Plans is subject to the following limitations:

- (a) the aggregate number of common shares which may be reserved for issuance to insiders of the Company as a group under the LTI Plans may not at any time exceed 15% of the total number of issued and outstanding shares of the Company (which such 15% limit equaled approximately 48,632,705 common shares as of the date (November 4, 2016) the RSU Plan was adopted by the Board and as of the date of this Information Circular);
- (b) the aggregate number of common shares which may be reserved for issuance under the LTI Plans, within any one-year period:
  - (i) to any one person, shall not exceed 5% of the total number of issued and outstanding shares on the grant date;
  - (ii) to insiders of the Company as a group, shall not exceed 10% of the total number of issued and outstanding shares on the grant date;
  - (iii) to any one consultant, shall not exceed 2% of the total number of issued and shares on the grant date; and
  - (iv) to all plan participants engaged in investor relations activities, shall not exceed 2% in the total number of issued and outstanding shares on the grant date.
- (c) without the prior approval of the shareholders of the Company, the number of securities issuable to non-employee directors, at any time, under the LTI Plans shall not exceed 1% of the issued and outstanding common shares calculated on a non-diluted basis, and the aggregate value of restricted share units (based on the fair value at the time of grant) granted to any non-employee director in any calendar year may not exceed \$60,000.

Each of the LTI Plans is described below.

#### **Approval of the Restricted Share Unit Plan**

At the Meeting, the Company's shareholders will be asked to vote to approve the RSU Plan, a copy of which is attached as Appendix C to this Information Circular, as described below.

#### *Background and Summary*

On November 4th, 2016, the Company's Board of Directors approved the RSU Plan, subject to the receipt of shareholder and regulatory approvals. Adoption of the RSU Plan is part of the Company's continuing effort to build upon and enhance long term shareholder value. The RSU Plan reflects the Company's commitment to a long term incentive compensation structure that aligns the interests of its directors, officers and employees with the interests of its shareholders.

Restricted share units (the "**RSUs**") may be granted by the Company's Board of Directors (for the purposes of this section, the "**Board**"), upon recommendation from its Compensation Committee which has been appointed to administer the RSU Plan to directors, executive officers and employees of the Company (for the purposes of this section, "**Designated Participants**"). The Board is entitled to exercise its discretion to restrict participation under the RSU Plan. As at November 10, 2016, no RSUs have been granted under the RSU Plan.

The following is a summary of the key features of the RSU Plan:

#### Awarding RSUs

- The number of RSUs granted will be credited to the Designated Participant's account effective on the grant date.
- The Board will have the discretion to credit a Designated Participant with additional RSUs equal to the aggregate amount of any dividends that would have been paid to the Designated Participant if the RSUs had been common shares, divided by the market value of the common shares on the date immediately preceding the date on which the common shares began to trade on an ex-dividend basis.

- 32,421,800 common shares will be reserved for issuance under the RSU Plan, representing approximately 10% of the Company's issued and outstanding common shares as of the date (November 4, 2016) the RSU Plan was adopted by the Board.
- the aggregate value of RSUs (based on the fair value of the RSUs at the time of grant) granted to any non-employee director in any calendar year may not exceed \$60,000.
- Any rights with respect to RSUs will not be transferable or assignable other than for normal estate settlement purposes.

#### Vesting

- Unless otherwise determined by the Board, one-third (1/3) of the RSUs will vest on each of the first, second and third anniversaries of the date that the RSUs are granted.
- Unless otherwise determined by the Board, in the event that a Designated Participant dies, retires, becomes disabled or is terminated without cause prior to the vesting of the RSUs, the RSUs will vest on a pro rata basis based on the date that employment is terminated and the time remaining until the applicable vesting date.
- If a Designated Participant is terminated for cause or resigns without good reason, his or her RSUs will immediately expire as of the date of termination.

#### Redemption

- Each RSU entitles the holder, subject to the terms of the RSU Plan, to receive a payment in fully-paid common shares.
- RSUs will be redeemed for common shares 5 days after the RSU is fully vested. Each RSU will be redeemed for one common share.

#### Change of Control

- If there is a corporate transaction that results in any person or group of persons acquiring more than 20% of the Company's outstanding common shares or substantially all of the Company's assets, or the incumbent members of the Board of Directors no longer constitute a majority of the board, a change of control will have occurred for the purposes of the RSU Plan.
- In the event of a change of control, for Designated Participants whose employment thereafter ceases for any reason other than resignation without good reason or termination for cause, the RSUs will immediately be deemed to vest and the Company shall, at its option, issue common shares or pay a cash amount equal to the market value of such vested RSUs to the Designated Participant.
- In the event of a change of control, should the person or group acquiring the common shares of the Company not agree to assume all of the obligations of the Company under the RSU Plan, all unvested RSUs held by Designated Participants will immediately be deemed to vest and the Company shall, at its option, issue common shares or pay a cash amount equal to the market value of such vested RSUs to the Designated Participant.

The Board may amend, suspend or terminate the RSU Plan at any time without shareholder approval, unless shareholder approval is required by law or by the rules, regulations and policies of the Exchange, provided that, without the consent of a Designated Participant, such amendment, suspension or termination may not in any manner adversely affect the Designated Participant's rights.

Subject to the terms of the RSU Plan, the Board may approve amendments relating to the RSU Plan, without obtaining shareholder approval, to the extent that such amendment:

- is of a typographical, grammatical, clerical or administrative nature or is required to comply with applicable regulatory requirements;
- is an amendment relating to administration of the RSU Plan and eligibility for participation under the RSU Plan;
- changes the terms and conditions on which RSUs may be or have been granted pursuant to the RSU Plan, including change to the vesting provisions of the RSUs;
- changes the termination provisions of an RSU or the RSU Plan; or
- is an amendment of a "housekeeping nature".

Shareholder approval will be required for the following:

- increasing the number of securities issuable under the RSU Plan;
- making a change to the class of Designated Participants that would have the potential of broadening or increasing participation by insiders;
- amending the restriction on transferability of RSUs;
- permitting awards other than RSUs to be made under the RSU Plan; and
- deleting or reducing the amendments that require shareholders' approval under the RSU Plan.

The summary of the key features of the RSU Plan set forth above is subject to and qualified in its entirety by the provisions of such plan and shareholders should carefully review the RSU Plan attached to this Information Circular as Appendix C.

*Approval of RSU Plan at the Meeting*

At the Meeting, the Company's shareholders will be asked to vote to approve the RSU Plan, a copy of which is attached as Appendix C to this Information Circular.

Pursuant to the policies of the Exchange, the RSU Plan is required to be approved by a majority of votes cast by disinterested shareholders entitled to vote in person or by proxy at the Meeting. Accordingly, the Company will seek disinterested shareholder approval of the RSU Plan at the Meeting. Under the policies of the Exchange, "disinterested shareholders" are shareholders of the Company other than (a) Insiders, including directors and senior officers of the Company, to whom units may be granted under the RSU Plan; and (b) Associates (as such terms are defined under Exchange policies) of any such Insiders. As such, the votes attaching to an aggregate of approximately 3,713,150 common shares of the Company, which are beneficially owned or over which control or direction is exercised by the directors and senior officers of the Company and subsidiaries and their respective associates, representing approximately 1.15% of the Company's issued common shares entitled to vote at the Meeting, will be withheld from voting on the resolution approving the RSU Plan.

At the Meeting, shareholders will be asked to pass an ordinary resolution substantially in the following form:

"BE IT RESOLVED THAT:

- (a) the adoption of the RSU Plan (in substantially the form contained in Appendix C of the Company's Information Circular dated November 10, 2016), and the reservation for issuance under such plan of 32,421,800 common shares, is hereby authorized, confirmed and approved;
- (b) the directors of the Company be authorized to revoke this resolution before it is acted upon without requiring the further approval of the shareholders of the Company in that regard."

**The Directors of the Company believe the passing of the foregoing ordinary resolution is in the best interests of the Company and recommend that shareholders of the Company vote in favour of the resolution.**

**Unless such authority is withheld, the persons named in the enclosed form of proxy intend to vote FOR the approval of the RSU Plan.**

If the requisite shareholder approval for each of the RSU Plan and 2016 Stock Option Plan is not obtained at the Meeting, the Company shall terminate the RSU Plan and revert from the 2016 Stock Option Plan to the 2015 Stock Option Plan.

**Approval of Amended and Restated Fixed Stock Option Plan**

At the Meeting, if the requisite shareholder approval for the RSU Plan is obtained, the Company's shareholders will be asked to vote to approve the 2016 Stock Option Plan, a copy of which is attached as Appendix D to this Information Circular, as described below.

### *Background and Summary*

On November 20, 2015, the Company's shareholders approved an amendment of the Company's "fixed" stock option plan (as amended, the "**2015 Stock Option Plan**") to increase the number of shares authorized for issuance from 41,258,705 to 48,632,705.

In connection with its adoption of the RSU Plan described above, and subject to shareholder and Exchange approval, the Board of Directors has, subject to the receipt of shareholder and regulatory approvals, amended and restated the 2015 Stock Option Plan to: (i) decrease the number of shares authorized for issuance from 48,632,705 to 16,210,900, being 5% of the current issued and outstanding shares of the Company, and (ii) specify that the limit on the number of common shares which may be reserved for issuance pursuant to options to insiders as a group, together with all of the Company's other previously established or proposed share compensation arrangements, in the aggregate, shall not at any time exceed 15% of the total number of issued and outstanding shares on a non-diluted basis (as amended and restated, the "**2016 Stock Option Plan**"). No other substantive amendments to the 2015 Stock Option Plan are proposed. The amendment and restatement of the 2015 Stock Option Plan was to accommodate the newly proposed RSU Plan. If the requisite shareholder approval of the RSU Plan is not obtained at the Meeting, the Company shall revert to the 2015 Stock Option Plan.

The purpose of the 2016 Stock Option Plan is to allow the Company to grant options to its or any of its subsidiary's directors, officers, employees and consultants, and its subsidiaries ("eligible persons") as additional compensation and as an opportunity to participate in the success of the Company. The granting of such options is intended to align the interests of such persons with that of the shareholders. The 2016 Stock Option Plan contains no vesting requirements, but permits the Board of Directors to specify a vesting schedule in its discretion, subject to the Exchange's minimum vesting requirements, if any.

Under the 2016 Stock Option Plan, options are exercisable over periods of up to 10 years as determined by the Board of Directors and are required to have an exercise price no less than the closing market price of the Company's shares on the trading day immediately preceding the day on which the Company announces the grant of options (or, if the grant is not announced, the closing market price prevailing on the day that the option is granted), less the applicable discount, if any, permitted by the policies of the Exchange and approved by the Board of Directors.

Pursuant to the 2016 Stock Option Plan, the Board of Directors may from time to time authorize the issue of options to the eligible persons. With total of 4,420,499 stock options exercised and outstanding, representing 1.36% of total issued and outstanding common shares of the Company, the maximum number of additional shares which are available to be issued under the 2016 Stock Option Plan in respect of new option grants is 11,790,405, representing 3.64% of the number of issued and outstanding shares of the Company on the date of the amendment and restatement of the 2015 Stock Option Plan.

The 2016 Stock Option Plan provides that if a change of control (as defined in the 2016 Stock Option Plan) occurs, or if the Company is subject to a take-over bid, all shares subject to stock options shall immediately become vested and may thereupon be exercised in whole or in part by the option holder. The Board of Directors may also accelerate the expiry date of outstanding stock options in connection with a take-over bid.

The 2016 Stock Option Plan contains adjustment provisions with respect to outstanding options in cases of share reorganizations, special distributions and other corporation reorganizations including an arrangement or other transaction under which the business or assets of the Company become, collectively, the business and assets of two or more companies with the same shareholder group upon the distribution to the Company's shareholders, or the exchange with the Company's shareholders, of securities of the Company or securities of another company.

The 2016 Stock Option Plan provides that on the death or disability of an option holder, all vested options will expire at the earlier of 365 days after the date of death or disability and the expiry date of such options. Where an optionee is terminated for cause, any outstanding options (whether vested or unvested) are cancelled as of the date of termination. If an optionee retires or voluntarily resigns or is otherwise terminated by the Company other than for cause, then all vested options held by such optionee will expire at the earlier of (i) the expiry date of such options and (ii) the date which is 90 days (30 days if the optionee was engaged in investor relations activities) after the optionee ceases its office, employment or engagement with the Company; however, the Board of Directors may extend this expiry date within a reasonable period in accordance with the policies of the Exchange. The Company has received Exchange acceptance for the Board of Directors to extend this expiry date to up to 12 months and in certain circumstances up to three years, subject to further Exchange acceptance.

The 2016 Stock Option Plan contains a provision that if pursuant to the operation of an adjustment provision of the Stock Option Plan, an optionee receives options (the "**New Options**") to purchase securities of another company (the "**New Company**") in respect of the optionee's options under the Stock Option Plan (the "**Subject Options**"), the New Options shall expire on the earlier of: (i) the expiry date of the Subject Options; (ii) if the optionee does not become an eligible person in respect of the New Company, the date that the Subject Options expire pursuant to the applicable provisions of the Stock Option Plan relating to expiration of options in cases of death, disability or termination of employment discussed in the preceding paragraph above (the "**Termination Provisions**"); (iii) if the optionee becomes an eligible person in respect of the New Company, the date that the New Options expire pursuant to the terms of the New Company's stock option plan that correspond to the Termination Provisions; and (iv) the date that is one year after the optionee ceases to be an eligible person in respect of the New Company or such shorter period as determined by the Board.

All options issued under the 2015 Stock Option Plan that were outstanding as of the date of implementation of the 2016 Stock Option Plan (the "**Existing Options**") shall be governed by the 2016 Stock Option Plan and shall continue to count against the number of shares reserved for issuance under the 2016 Stock Option Plan for as long as such options remain outstanding; however, any vesting schedule imposed by the 2015 Stock Option Plan in respect of the Existing Options will remain in full force and effect.

In accordance with good corporate governance practices and as recommended by National Policy 51-201 *Disclosure Standards*, the Company imposes black-out periods restricting the trading of its securities by directors, officers, employees and consultants during periods surrounding the release of annual and interim financial statements and at other times when deemed necessary by management and the board of directors. In order to ensure that holders of outstanding stock options are not prejudiced by the imposition of such black-out periods, the 2016 Stock Option Plan includes a provision to the effect that any outstanding stock options with an expiry date occurring during a management imposed black-out period or within five days thereafter will be automatically extended to a date that is 10 trading days following the end of the black-out period.

The summary of the key features of the 2016 Stock Option Plan set forth above is subject to and qualified in its entirety by the provisions of such plan and shareholders should carefully review the 2016 Stock Option Plan attached to this Information Circular as Appendix D.

#### *Approval of the 2016 Stock Option Plan at the Meeting*

At the Meeting, the Company's shareholders will be asked to vote to approve the 2016 Stock Option Plan, a copy of which is attached as Appendix D to this Information Circular.

Pursuant to the policies of the Exchange, the 2016 Stock Option Plan is required to be approved by a majority of votes cast by disinterested shareholders entitled to vote in person or by proxy at the Meeting. Accordingly, the Company will seek disinterested shareholder approval of the 2016 Stock Option Plan at the Meeting. Under the policies of the Exchange, "disinterested shareholders" are shareholders of the Company other than (a) Insiders, including directors and senior officers of the Company, to whom options may be granted under the 2016 Stock Option Plan; and (b) Associates (as such terms are defined under Exchange policies) of any such Insiders. As such, the votes attaching to an aggregate of approximately 3,713,150 common shares of the Company, which are beneficially owned or over which control or direction is exercised by the directors and senior officers of the Company and subsidiaries and their respective associates, representing approximately 1.15% of the Company's issued common shares entitled to vote at the Meeting, will be withheld from voting on the resolution approving the 2016 Stock Option Plan.

At the Meeting, shareholders will be asked to pass an ordinary resolution substantially in the following form:

"BE IT RESOLVED THAT:

- (a) the adoption of the 2016 Stock Option Plan (in substantially the form contained in Appendix D of the Company's Information Circular dated November 10, 2016), pursuant to which the directors may, from time to time, authorize the issuance of options to directors, officers, employees and consultants of the Company and its subsidiaries to purchase up to a maximum of 16,210,900 common shares of the Company, be and is hereby authorized, confirmed and approved; and
- (b) the directors of the Company be authorized to revoke this resolution before it is acted upon without requiring the further approval of the shareholders of the Company in that regard."

The Directors of the Company believe the passing of the foregoing ordinary resolution is in the best interests of the Company and recommend that shareholders of the Company vote in favour of the resolution.

Unless such authority is withheld, the persons named in the enclosed form of proxy intend to vote FOR the approval of the 2016 Stock Option Plan.

If the requisite shareholder approval for each of the 2016 Stock Option Plan and the RSU Plan is not obtained at the Meeting, the Company shall terminate the 2016 Stock Option Plan and revert from the 2016 Stock Option Plan to the 2015 Stock Option Plan.

### STATEMENT OF EXECUTIVE COMPENSATION AND COMPENSATION OF DIRECTORS

In this section "Named Executive Officer" (or "NEO") means each of the following individuals:

- a) the Chief Executive Officer ("CEO");
- b) the Chief Financial Officer ("CFO");
- c) the most highly compensated executive officer of the Company, including any of its subsidiaries, or the most highly compensated individual acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was more than \$150,000 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 was not acting in a similar capacity, at June 30, 2016.

The following disclosure sets out the compensation paid, made payable, awarded, granted, given or otherwise provided to each NEO and director for the financial year ended June 30, 2016. During the financial year ended June 30, 2016, the NEOs were Robert Baldock (CEO), Cathy Zhai (CFO) and Zaidi Harun (VP, Business Development).

#### Director and NEO Compensation, Excluding Compensation Securities

The following table sets forth all compensation (other than compensation securities) 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 of the Company in any capacity, for the two most recently completed financial years of the Company.

Name and Position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation <sup>1</sup> (\$)	Total compensation (\$)
<b>Robert F. Baldock</b> <sup>2</sup> CEO, President and Director	2016	685,500	Nil	Nil	Nil	80,258	765,758
	2015	685,500	Nil	Nil	Nil	92,722	778,222
<b>Cathy Zhai</b> <sup>3</sup> CFO, Corporate Secretary and Director	2016	350,000	Nil	Nil	Nil	41,927	391,927
	2015	350,000	Nil	Nil	Nil	28,528	378,528
<b>Zaidi Harun</b> <sup>4,5</sup> VP, Business Development and Director	2016	275,000	Nil	Nil	Nil	2,991	277,991
	2015	275,000	Nil	Nil	Nil	3,163	278,163
<b>Graham Dickson</b> Director	2016	73,005	Nil	11,200	Nil	Nil	84,205
	2015	56,000	Nil	18,200	Nil	Nil	74,200
<b>Michael John Kitney</b> <sup>6</sup> Director	2016	41,576	Nil	7,000	Nil	Nil	48,576
	2015	Nil	Nil	Nil	Nil	Nil	Nil
<b>Rhett Brans</b> <sup>6</sup> Director	2016	37,908	Nil	7,000	Nil	Nil	44,908
	2015	Nil	Nil	Nil	Nil	Nil	Nil

Name and Position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation <sup>1</sup> (\$)	Total compensation (\$)
<b>Mark Richard Gasson</b> <sup>6</sup> Director	2016	36,073	Nil	5,600	Nil	Nil	41,673
	2015	Nil	Nil	Nil	Nil	Nil	Nil
<b>George Brazier</b> <sup>7</sup> Director	2016	49,739	Nil	Nil	Nil	Nil	49,739
	2015	144,000	Nil	Nil	Nil	Nil	144,000
<b>Gerald Ruth</b> <sup>7</sup> Director	2016	32,253	Nil	4,200	Nil	Nil	36,453
	2015	86,000	Nil	18,200	Nil	Nil	104,200
<b>Frank Wright</b> <sup>7</sup> Director	2016	25,258	Nil	4200	Nil	Nil	29,458
	2015	56,000	Nil	21,000	Nil	Nil	77,000

- (1) Value of all other compensation includes vacation payable, medical benefits and housing allowance.
- (2) Of these amounts, \$685,500 was received for Mr. Baldock's role as an officer of the Company and \$0 was received for his role as a director of the Company.
- (3) Of these amounts, \$350,000 was received for Ms. Zhai's role as an officer of the Company and \$0 was received for her role as a director of the Company.
- (4) Of these amounts, \$275,000 was received for Mr. Harun's role as an officer of the Company and \$0 was received for his role as a director of the Company.
- (5) Employee of the Company's subsidiaries in Malaysia.
- (6) Appointed as a director on November 21, 2015.
- (7) Served as a director until November 20, 2015.

#### External Management Companies

All NEOs are employees of the Company and no external management company employs or retains individuals acting as NEOs.

#### Stock Options and Other Compensation Securities

No compensation securities were granted or issued to any NEOs or directors by the Company or any of its subsidiaries in the most recently completed financial year for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries. None of the directors or NEOs of the Company exercised any compensation securities during the most recently completed financial year.

On the last day of the most recently completed financial year, NEOs and directors held the following incentive stock options: Mr. Robert Baldock held 7,271,833; Ms. Cathy Zhai held 3,500,000 and Mr. Zaidi Harun held 2,271,833.

#### Long term incentive plan

The Company has an incentive stock option plan and a restricted share unit plan, which is subject to the shareholder and regulatory approval. The two plans are described above under the heading "Approval of Restricted Share Unit Plan".

#### Employment, Consulting and Management Agreements

Robert Baldock, Cathy Zhai and Zaidi Harun (the "Three NEOs") provide their services to the Company pursuant to employment agreements each originally dated July 1, 2007, as subsequently amended (the "Three NEO Employment Agreements"). The Three NEO Employment Agreements each provide for the full-time employment of the respective NEO.

Under the terms of the Three NEO Employment Agreements, in the event of termination of employment of any of the Three NEOs without cause, or in the event of a 'Fundamental Company Change' (as defined in the Three NEO Employment Agreements) where an NEO decides to exercise his or her right to elect termination of his or her employment or is terminated by the Company, the applicable NEO is entitled to receive a severance payment in cash equal to the three

times the NEO's annual salary at the time of termination, plus the aggregate bonuses paid in respect of the three most recently completed financial years. In addition, all unexercised stock options held by the applicable NEO shall become exercisable in full and shall remain exercisable for a period of twelve months following the date of termination; and all their entitled restricted share units shall become immediately vested and be redeemed by the Company. If a severance triggering event had occurred on June 30, 2016, the severance payments that would be payable to each of the above NEOs would be approximately as follows (1) Robert Baldock: \$2,056,500; (2) Cathy Zhai: \$1,050,000; (3) Zhai Harun: \$825,000.

#### **Oversight and description of director and named executive officer compensation**

The primary goal of the Company's executive compensation program is to:

- a. attract and retain the qualified key executives necessary for the Company's long term success
- b. motivate the short term and long term performance of those executives
- c. align the executive interests with the Company's shareholders

The Company's compensation strategy is focused on performance based incentive reward package, using certain critical measurements that the management is able to influence toward the short-term and long-term objectives of the Company. The significant elements of compensation awarded to, earned by, paid or payable to the NEOs are comprised of (i) base salary; (ii) bonuses; and (iii) long term incentive awards such as stock options and restricted share unit. No compensation was paid to the NEOs for the most recently completed financial year other than base salaries.

Base salaries are recommended by the Compensation Committee after review of competitive market information on compensation levels for executives.

Cash bonuses are structured to reward business excellence and operation outperformance based on a short term objectives. To mitigate the risk that executives may focus on the short-term performance of the Company's common shares at the expense of the Company's long-term sustainability and performance, an incentive plan has been introduced by the Board subsequent to the most recent financial year in the form of restricted share units as described in this circular. Annual incentives, including stock options and restricted share units, represent compensation that is "at risk". The "at risk" component of the compensation program is intended to establish a direct link between executive compensation and the achievement of his or her applicable performance targets and the market performance of the Company's common shares.

The Company's Board of Directors determines the compensation of the directors and NEOs based on recommendations from the Compensation Committee. The Compensation Committee's Mandate empowers the Compensation Committee to recommend to the Board executive compensation that is competitive in order to attract, hold and inspire the Company's senior officers and other key employees on an annual basis. The Compensation Committee reviews such compensation annually at the end of each financial year. A majority of the members of the Compensation Committee are independent of management.

The assessment by the Compensation Committee is focused on the key performance indicators both for overall performance of the Company and for individual performance. The key indicators for determining the Company's performance included improvement of property pipelines, assets, sustainable production and financial performance, which are primary factors leading to steady growth of the Company's assets and shareholders' value. The measurements for individuals' performance were focused on (1) leadership, including five areas: vision, initiatives, creativity, flexibility and supervision skills; and (2) deliverables, including the team, products, communication and reporting and documentation.

Other compensation and perquisites are determined by the Board of Directors based on recommendations from the Compensation Committee. The Compensation Committee assesses the need for perquisites and other compensation based on the particular circumstances and duties of each NEO.

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

As at the end of the Company's most recently completed financial year, the only equity compensation plan under which equity securities are authorized for issuance was the Stock Option Plan, described above. The following table sets forth information regarding the Stock Option Plan:

Plan Category	Number of securities to be issued upon exercise of outstanding options  (a)	Weighted-average exercise price of outstanding options  (b)	Number of securities remaining available for future issuance under equity compensation plans  (c)
Equity compensation plans approved by securityholders	13,493,666	CAD\$0.34	31,068,540
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
<b>Total</b>	13,493,666	CAD\$0.34	31,068,540

## CORPORATE GOVERNANCE

A summary of the responsibilities and activities and the membership of each of the Company's committees is set out below.

National Policy 58-201 – *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices which disclosure is set out below.

### Independence of Members of Board

The Company's Board currently consists of seven Directors, four of whom were independent based upon the tests for independence set forth in National Instrument 52-110 – *Audit Committees ("NI 52-110")*. Graham Dickson, Mark Gasson, Michael Kitney and Rhett Brans are independent. Robert Baldock is not independent as he is the President and CEO of the Company. Cathy Zhai is not independent as she is CFO and Corporate Secretary of the Company. Zaidi Harun is not independent as he holds the position of Vice President, Business Development of the Company.

### Management Supervision by Board

The CEO and CFO report upon the operations of the Company separately to the independent Directors of the Board and at such times throughout the year as is considered necessary or advisable by the independent Directors. The independent Directors are encouraged to meet at any time they consider necessary without any members of management including the non-independent Directors being present. The Company's auditors, legal counsel and employees may be invited to attend. The Audit Committee, which is composed entirely of independent Directors, meets with the Company's auditors without management being in attendance.

The size of the Company is such that all the Company's operations are conducted by a small management team which is also represented on the Board.

### Other Reporting Issuers

The Directors hold directorships in other reporting issuers as set out below:

Name of Director	Name of Other Reporting Issuer
Robert Baldock	Nil
Cathy Zhai	Nil
Zaidi Harun	Nil
Graham Dickson	Nil
Mark Gasson	NIL
Michael Kitney	Breaker Resources NL (ASX)
Rhett Brans	Syrah Resources (ASX), Carnavale Resources Limited, (ASX)

### Orientation and Continuing Education

When new directors are appointed, they receive orientation, commensurate with their previous experience, on the Company's properties, business, and industry and on the responsibilities of directors. New Board members are also provided with access to recent, publicly filed documents of the Company, management and technical experts and consultants. Board members are encouraged to communicate with management, auditors and technical consultants; to keep themselves current with industry trends and developments and changes in legislation with management's assistance; and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

### Ethical Business Conduct

The Board views good corporate governance as an integral component to the success of the Company and to meet responsibilities to shareholders. No update was made during fiscal 2016. The Board intended to take steps to review and to promote a culture of ethical business conduct in the coming year.

### Nomination of Directors

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

### Expectations of Management

The Board expects management to operate the business of the Company in a manner that enhances shareholder value and is consistent with the highest level of integrity.

### Board Committees

At present, the Company has an Audit Committee, a Disclosure Committee and a Compensation Committee. Additional committees may be established as and when the Board considers it necessary.

#### Audit Committee

Audit Committee Charter - See Appendix "A" hereto.

#### *a. Composition of the Audit Committee*

The following are the current members of the Audit Committee:

Graham Dickson	Independent <sup>1</sup>	Financially literate <sup>1</sup>
Rhett Brans	Independent <sup>1</sup>	Financially literate <sup>1</sup>
Michael Kitney	Independent <sup>1</sup>	Financially literate <sup>1</sup>

1) As defined by NI 52-110.

The Board of Directors expects to appoint new members of the Audit Committee after the Meeting.

*b. Relevant Education and Experience*

**Graham Dickson**

Mr. Dickson is an experienced mining executive as well as being a qualified Industrial Chemist with over 25 years of hands on management of public and private corporations across a wide range of small to medium sized operating and exploration mining companies. He has an understanding of control procedures for financial reporting and good hands-on experience of control over operation reporting. He understands of financial results associated to operations and is capable to provide operational evidence in this regards when required. He has an understanding of economic evaluation of mineral properties.

**Rhett Brans**

Mr. Brans is a nonexecutive Director of two ASX listed companies in the past 3 years. He also has over 40 years' experience in senior operating management roles exposed to engineering design and feasibility study including construction and review of CAPEX and OPEX cost models. He has an understanding of economic evaluation of mineral properties and is capable to interpret the financial implications from operating activities.

**Michael Kitney**

Mr. Kitney holds an MSc in Mineral Economics and have held 3 non-executive director's positions with ASX listed companies since 2006, and has experience serving on audit committees. As a Qualified Person under NI43-101 standards, he is capable to review costs estimates presented in the technical report, understand balance sheet and other corporate financial information.

*c. Audit Committee Oversight*

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

*d. Reliance on Certain Exemptions*

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

*e. Exemption in Section 6.1 of NI 52-110*

The Company is relying on the exemption in Section 6.1 of NI 52-110 from the requirement of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations).

*f. External Auditor Service Fees*

The following table sets forth fees paid by the Company to the company's auditors in each of the Company's last two fiscal years:

	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
June 30, 2016	\$114,500	Nil	\$34,500	Nil
June 30, 2015	\$99,750	Nil	\$50,175	Nil

Audit fees are for the audit of the Company's annual consolidated financial statements; Audit related fees are primarily for services related to technical accounting issues and review of other statutory filings; Tax fees are primarily for consultation of tax related issues; other fees are paid for other accounting services to the Company.

Compensation Committee

Compensation Committee Charter - See Appendix "B" hereto.

The following are member of the Compensation Committee:

Michael Kitney	Independent <sup>1</sup>	Chairman
Mark Gasson	Independent <sup>1</sup>	Member

Cathy Zhai	Non-Independent <sup>1</sup>	Member
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① As defined by NI 52-110.

The Compensation Committee has the responsibility to review and recommend for approval by the Board all remuneration of the senior management of the Company. The Compensation Committee is also responsible for identifying, evaluating and recommending nominees to the Board of Directors and its committees. In certain circumstances the Committee may retain outside consultants to conduct searches for appropriate nominees.

To determine appropriate compensation payable, the Compensation Committee reviews compensation paid to Directors and the senior management of companies of similar size and stage of development in the mining exploration industry and determines an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the Directors and senior management while taking into account the financial and other resources of the Company.

The Board recognizes that it is important to have a comprehensive compensation package in place to ensure that Board members and management executives can be motivated and compensated to continuously work hard in the best interests of the Company's shareholders.

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

None of the Directors or executive officers of the Company, nor any person who has held such position since the beginning of the most recent completed financial period end of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of Directors.

### **INDEBTEDNESS TO COMPANY OF DIRECTORS, EXECUTIVE OFFICERS AND SENIOR OFFICERS**

There is no indebtedness of any director, executive officer, proposed nominee for election as a director or associate of them, to or guaranteed or supported by the Company or any of its subsidiaries either pursuant to an employee stock purchase program of the Company or otherwise, during the most recently completed financial year.

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

No informed person or proposed director of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which in either such case has materially affected or would materially affect the Company or its subsidiary.

### **MANAGEMENT CONTRACTS**

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

### **ADDITIONAL INFORMATION**

Additional information relating to the Company is on SEDAR at [www.sedar.com](http://www.sedar.com). Shareholders may contact the Company at 1580-1100 Melville Street, Vancouver, BC, V6E 4A6, to request copies of the Company's financial statements and management discussion and analysis ("MD&A").

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

### **OTHER MATTERS**

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

## SHAREHOLDER PROPOSALS

In order to be included in the Company's next annual general meeting of shareholders, shareholder proposals submitted in accordance with the requirements of the *Canada Business Corporations Act* must be received by the Company at its offices no later than August 14, 2017.

## APPROVAL

The contents and the sending of the Management Information Circular have been approved by the Board of Directors.

**DATED THIS 10TH DAY OF NOVEMBER, 2016.**

"Robert Baldock"

Robert Baldock, Chief Executive Officer

"Cathy Zhai"

Cathy Zhai, Chief Financial Officer

## APPENDIX A

### MONUMENT MINING LIMITED MANDATE OF THE AUDIT COMMITTEE

#### Section I. Audit Committee Purpose

The Audit Committee is appointed by the Board of Directors (the “Board”) to assist the Board in fulfilling its oversight responsibilities. The Committee’s primary responsibilities are to:

Overseeing the process related to the company’s financial risk and internal control;

- Overseeing financial reporting; and
- Overseeing internal and external audit processes.

The Audit Committee’s primary duties are to:

- Identify and monitor the management of the principal risks that could impact the financial reporting of the company;
- Monitor the integrity of the Company’s financial reporting process and system of internal controls regarding financial reporting and accounting compliance;
- Monitor compliance with legal and regulatory requirements;
- Monitor the independence and performance of the external auditors and ensure that the right level and extent of audit examination being brought to bear with due regard to financial reporting risk by an audit team with appropriate skills and experience;
- Provide avenue of communication among the external auditors, management and the Board of Directors and ensure communication arising from audit engagement relating to financial statements are adequate and compliant with International Financial Reporting Standards.

The Audit Committee has authority to conduct any investigation appropriate to fulfilling its responsibilities, and it has direct access to the external auditors as well as anyone in the Company. The Audit Committee has the ability to retain, at the Company’s expenses, special legal, accounting, or other consultants or experts it deems necessary in the performance of its duties when the issues arising from the company’s financial reporting are considered material.

#### Section II. Audit Committee Composition and Meetings

Audit Committee members shall meet the requirements of the Canada Business Corporations Act and TSX Group.

The Audit Committee shall be comprised of three or more directors as determined by the Board, the majority of whom shall be outside directors who are unrelated, free from any relationship that would interfere with the exercise of his or her independent judgment. The Audit Committee is considered by the Board as Independent when its majority members are outside directors, based on the fact that the company is listed at TSX-Venture Exchange as a tier 1 company.

All members of the Committee shall be financially literate, being defined as able to read and understand basic financial statements, and at least one member of the Committee shall have accounting or related financial management expertise in public companies.

Audit Committee members shall be appointed by the Board on recommendation from the nominating process. If an audit committee Chair is not designated or present, the members of the Committee may designate a Chair by majority vote of the Committee membership.

The Audit Committee shall meet at least two times annually, or more frequently as circumstances dictate. The Audit Committee Chair shall prepare and /or approve an agenda in advance of each meeting in consultation with management, other committee members and external auditors.

The Committee may meet privately in executive session annually with management, and the external auditors as a committee to discuss any matter that the Committee or each of these groups believe should be discussed candidly and without pressure.

In addition, the Committee, or at least its Chair, should communicate with management and the external auditors when necessary, quarterly to review the Company’s interim financial statements and significant findings.

### **Section III. Audit Committee Responsibilities and Duties**

#### **Review Procedures**

1. Review and reassess the adequacy of this Mandate at least annually and submit the mandate to the Board of Directors for approval.
2. Review the Company's annual audited financial statements and related documents prior to filing or distribution. Review should include discussion with management and external auditors of significant issues regarding accounting principles, practices, and significant management estimates and judgments.
3. Annually, in consultation with management external auditors, consider the integrity of the Company's financial reporting processes and controls. Discuss significant financial risk exposures and the steps management has taken to monitor, control, and report such exposures. Review significant findings prepared by the external auditors and management responses.
4. Review the effectiveness of the overall process for identifying the principal risks affecting financial reporting and provide the Committee's view to the Board of Directors.
5. Review with financial management and the external auditors the Company's quarterly financial results and related documents prior to the release of earnings and/or the Company's quarterly financial statements prior to filing or distribution (No review engagement required with the external auditors for quarterly financial report. However, the accounting assistance will be required from the external auditors for fairness of presentation and adequate disclosure). Discuss any significant changes to the Company's accounting principles. The Chair of Audit Committee may represent the entire Audit Committee for purpose of this review.

#### **External Audit**

6. The external auditors are ultimately accountable to the Audit Committee and the Board of Directors, as representatives of the shareholders. The Audit Committee shall review the independence and performance of the auditors and annually recommend to the Board of Directors the appointment of the external auditors or approve any discharge of auditors when circumstances warrant.
7. Approve the fees and other significant compensation to be paid to the external auditors.
8. On an annual basis, the Committee should review and discuss with the external auditors all significant relationships they have with the Company that could impair the auditors' independence.
9. Review the external auditors' audit engagement letter and audit plan – discuss and approve audit scope, staffing, locations, reliance upon management, and general audit approach. Ensure the audit plan is sufficiently detailed and covers any significant areas of concern that the Audit Committee may have.
10. Prior to release the year-end earnings, discuss the results of the audit with the external auditors. Discuss certain matters required be communicated to Audit Committee in accordance with the standards established by the International Financial Reporting Standards.
11. Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in the Company's financial reporting.

#### **Legal Compliance**

12. On at least an annual basis, review with the Company's legal counsel any legal matters that could have a significant impact on the organization's statements, the Company's compliance with applicable laws and regulations, and inquiries received from regulators or governmental agencies.

#### **Other Responsibilities**

13. Annually assess the effectiveness of the committee against its Mandate and report results of the assessment to the Board.
14. Prepare and disclose a summary of the Mandate to shareholders.
15. Perform other activities consistent with this mandate, the Company's by-laws, and governing law, as the Committee or the Board deems necessary or appropriate.
16. Maintain minutes of meetings and periodically report to the Board of Directors on significant results of the foregoing activities.

APPENDIX B

REPORTING PACKAGE – CHANGE OF AUDITOR MATERIALS



February 29, 2016

TO: **BC Securities Commission**  
**Alberta Securities Commission**  
**Ontario Securities Commission**  
**TSX Venture Exchange**

AND TO: **BDO Canada LLP, Chartered Accountants**  
Suite 600 Cathedral Place  
925 West Georgia Street, Vancouver, BC V6C 3L2

AND TO: **Grant Thornton LLP, Chartered Accountants**  
Suite 1600, Grant Thornton Place  
333 Seymour Street, Vancouver, BC V6B 0A4

RE: **NOTICE OF CHANGE OF AUDITORS (THE "NOTICE")**

**NOTICE IS HEREBY GIVEN** pursuant to Part 4 of National Instrument 51-102 ("**NI 51-102**") that, on the advice of the Audit Committee of Monument Mining Limited (the "Company"), the Board of Directors of the Company resolved that:

- a) Management of the Company would request the resignation of **BDO Canada LLP, Chartered Accountants**, as auditor of the Company effective February 29, 2016.
- b) **Grant Thornton LLP, Chartered Accountants** be appointed as auditor of the Company to be effective February 29, 2016.

In accordance with Part 4 of NI 51-102 we confirm that:

- a) BDO Canada LLP, Chartered Accountants was asked to resign as auditor of the Company to facilitate the appointment of Grant Thornton LLP, Chartered Accountants; the request was accepted on February 29, 2016;
- b) BDO Canada LLP, Chartered Accountants has not expressed any reservation or modified opinion in its reports for the most recently completed fiscal year of the Company;
- c) The resignation BDO Canada LLP, Chartered Accountants and appointment of Grant Thornton LLP, Chartered Accountants as auditor of the Company were considered and approved by the Audit Committee and the Board of Directors of the Company;
- d) No reportable events as defined in NI 51-102 have occurred between the Company and Grant Thornton LLP.

Dated this 29th day of February, 2016

**MONUMENT MINING LIMITED**

Per "CATHY ZHAI"

Cathy Zhai, Director and Chief Financial Officer

Tel: 604.638.1661  
Fax: 604.638.1663

Suite 1580, 1100 Melville Street  
Vancouver, B.C. V6E 4A6 Canada

info@monumentmining.com  
www.monumentmining.com



Tel: 604 688 5421  
Fax: 604 688 5132  
[www.bdo.ca](http://www.bdo.ca)

BDO Canada LLP  
600 Cathedral Place  
925 West Georgia Street  
Vancouver BC V6C 3L2 Canada

March 1, 2016

British Columbia Securities Commission  
PO Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, BC V7Y 1L2

Ontario Securities Commission  
Suite 1903, Box 55  
20 Queen Street West  
Toronto, Ontario M5H 3S8

Alberta Securities Commission  
Suite 600, 250-5th St. SW  
Calgary, Alberta, T2P 0R4

TSX Venture Exchange  
P.O. Box 11633  
#2700, 650 West Georgia St.  
Vancouver, BC V6B 4N9

Dear Sirs:

**Re: Monument Mining Limited. (the "Company")**

We have read the statements made by the Company in the Change of Auditor Notice dated February 29, 2016, which we understand will be filed pursuant to Section 4.11 of the National Instrument 51-102. We agree with the statements in the Change of Auditor Notice February 29, 2016.

Throughout the period that BDO Canada LLP ("BDO") was the Company's auditor, there have been no reservations in our reports or any "reportable events" as that term is defined in Section 4.11 of National Instrument 51-102 *Continuous Disclosure Obligations*. The resignation of BDO has not occurred because of any reportable disagreement or unresolved issue involving the Company, or any consultation with the successor auditor Grant Thornton LLP, Chartered Accountants.

Yours very truly,

(signed) "BDO CANADA LLP"

Chartered Professional Accountants



Alberta Securities Commission  
Suite 600, 250 – 5<sup>th</sup> Street SW  
Calgary, AB  
T2P 0R4

British Columbia Securities Commission  
701 West Georgia Street  
P.O. Box 10142, Pacific Centre  
Vancouver, BC  
V7Y 1L2

Ontario Securities Commission  
Suite 1903, 20 Queen Street West  
Toronto, ON  
M5H 3S8

TSX Venture Exchange  
P.O. Box 11633  
#2700, 650 West Georgia Street  
Vancouver, BC  
V6B 4N9

March 1, 2016

Grant Thornton LLP  
Suite 1600, Grant Thornton Place  
333 Seymour Street  
Vancouver, BC  
V6B 0A4  
T (604) 687-2711  
F (604) 685-6569  
www.GrantThornton.ca

RR-MONUM

Dear Sirs / Mesdames:

Re: **Monument Mining Limited. (the "Company")**  
**Notice of Change of Auditor**

This is to advise that in connection with National Instrument 51-102 – *Continuous Disclosure Obligations*, we have read the Company's notice of change of auditors dated February 29, 2016 and based on our knowledge at the time, we are in agreement with the statements contained in the notice.

Yours sincerely,  
Grant Thornton LLP

A stylized, handwritten-style signature of "Grant Thornton LLP" in black ink.

Chartered Professional Accountants

cc: Monument Mining Limited.

**APPENDIX C  
RESTRICTED SHARE UNIT PLAN**

**MONUMENT MINING LIMITED**

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1. **GENERAL**

1.1. **Purpose**

The Monument Mining Limited Restricted Share Unit Plan (the MMY RSU Plan) has been established to provide a greater alignment of interests between Designated Participants and shareholders of the Company, and to provide a compensation mechanism for Designated Participants that appropriately reflects the responsibility, commitment and risk accompanying their management roles. The Plan is also intended to assist the Company to attract and retain Designated Participants with experience and ability, and to allow Designated Participants to participate in the success of the Company.

2. **INTERPRETATION**

2.1. **Definitions**

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

“**Acquirer**” has the meaning ascribed thereto in Section 6.3(a);

“**Affiliate**” has the meaning ascribed thereto in the Exchange Rules;

“**Applicable Law**” means any applicable provision of law, domestic or foreign, including, without limitation, applicable securities legislation, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder, and the Exchange Rules;

“**Associate**” means an associate as defined in the Exchange Rules;

“**Beneficiary**” means any person designated by a Designated Participant by written instrument filed with the Board to receive any amount payable in respect of Restricted Share Units in the event of the Designated Participant’s death or, failing any such effective designation, the Designated Participant’s estate;

“**Blackout Period**” means, in respect of a Designated Participant, an interval of time during which the Company has determined pursuant to applicable securities laws or any policy of the Company that no Designated Participant may trade any securities of the Company;

“**Board**” means the Board of Directors of the Company;

“**Cause**” means any act, omission or course of conduct recognized as cause for dismissal under Applicable Law, including, without limitation, embezzlement, theft, fraud, wilful failure to follow any lawful directive of the Company and wilful misconduct detrimental to the interests of the Company;

“**Change of Control**” means:

- (a) the acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, as such terms are defined in the MI 62-104, of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting jointly or in concert, constitutes for the first time in the aggregate 20% or more of the outstanding common shares of the Company; or
- (b) the removal, by extraordinary resolution of the shareholders of the Company, of more than 50% of the then incumbent members of the Board, or the election of a majority of the directors comprising the Board

who were not nominated by the Company's incumbent Board at the time immediately preceding such election; or

- (c) consummation of a sale of all or substantially all of the assets of the Company; or
- (d) the consummation of a reorganization, plan of arrangement, merger or other transaction which has substantially the same effect as (a) to (c) above.

**"Change of Control Date"** means the date on which any Change of Control becomes effective;

**"Committee"** means Compensation Committee of the Board, or such other committee or persons (including the Board) as may be designated from time to time to administer the Plan;

**"Common Share"** means a common share of the Company eligible to be voted at a meeting of shareholders of the Company;

**"Company"** means Monument Mining Limited and its successors;

**"Control"**, when applied to the relationship between a Person and a company, means:

- (a) the beneficial ownership by that Person and its Related Entities at the relevant time of securities of that company to which are attached more than 50 per cent of the votes that may be cast to elect directors, otherwise than by way of security only; and
- (b) the votes carried by such securities being entitled, if exercised, to elect a majority of the board of directors of the company;

**"Designated Participant"** means a director, executive officer or employee of the Company or of a Related Entity of the Company or a person designated by the Company who provides services to the Company or a Related Entity of the Company to whom Restricted Share Units are granted pursuant to Section 4.1 and the Permitted Assigns of each such director, executive officer, employee or person designated by the Company;

**"Disability"** means any disability with respect to a Designated Participant, which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Designated Participant from:

- (a) being employed or engaged by the Company, its Subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its Subsidiaries;
- (b) acting as a director or officer of the Company or its Subsidiaries; or
- (c) engaging in any substantial gainful activity by reason of any medically determinable mental or physical impairment;

**"Exchange"** means the TSX Venture Exchange;

**"Exchange Rules"** means the applicable rules and policies of the Exchange;

**"Good Reason"** means "Good Reason", "Good Cause" or any similar concept as defined or described in the employment agreement, if any, between the relevant Designated Participant and the Company or a Subsidiary of the Company and, if there is no such definition or agreement, "Good Reason" will arise within 12 months following a Change of Control where the Designated Participant was induced by the actions of the employer to resign or terminate his employment, other than on a purely voluntary basis, as a result of the occurrence of one or more of the following events without the Designated Participant's written consent, provided that such resignation shall only be designated as for "Good Reason" if the Designated Participant has provided 30 days' written notice of such occurrence to the employer immediately upon occurrence of such an event and the employer has not corrected such occurrence within such 30-day period:

- (a) a materially adverse change in the Designated Participant's position, duties, or responsibilities other than as a result of the Designated Participant's physical or mental incapacity which impairs the Designated Participant's ability to materially perform the Designated Participant's duties or responsibilities as confirmed by a physician;
- (b) a materially adverse change in the Designated Participant's reporting relationship that is inconsistent with the Designated Participant's title or position;
- (c) a reduction by the employer of the base salary of the Designated Participant;
- (d) a reduction by the employer in the aggregate level of benefits made available to the Designated Participant;  
or
- (e) the relocation by the employer of the Designated Participant's principal office to a location that is more than 50 kilometres from the Designated Participant's existing principal office;

**"Grant Date"** means with respect to particular Restricted Share Units, the date a Participant received a grant of such Restricted Share Units;

**"Grant Notice"** means with respect to particular Restricted Share Units, a notice substantially in the form of Schedule A and containing such other terms and conditions relating to the grant of such Restricted Share Units as the Board may prescribe;

**"Insider"** means:

- (a) an insider as defined in the Securities Act other than a person who is an insider solely by virtue of being a director or senior officer of a Subsidiary; and
- (b) an Associate of any person who is an insider under subsection (i);

**"Market Value"** of a Vested Restricted Share Unit or a Common Share means the "Market Price" as such term is defined in Exchange Rules; provided, however, if the Common Shares are not listed and posted for trading on any stock exchange at the time such calculation is to be made, the Market Value per Common Share shall be the market value of a Common Share as determined by the Board acting in good faith;

**"MI 62-104"** means the Multilateral Instrument 62-104, *Take-Over Bids and Issuer Bids*;

**"NI 45-106"** means National Instrument 45-106 Prospectus Exemptions of the Canadian Securities Administrators;

**"Permitted Assign"** has the meaning ascribed thereto in Section 2.22 of NI 45-106;

**"Person"** includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government;

**"Plan"** means this Restricted Share Unit Plan, including any schedules or appendices hereto, all as amended, restated, supplemented or otherwise modified from time to time;

**"Redemption Date"** for a Vested Restricted Share Unit means the date that is 5 business days following the Vesting Date;

**"Related Entity"** means, for the Company, a Person that controls or is controlled by the Company including, for greater certainty, its Subsidiaries, or that is controlled by the same Person that controls the Company;

**"Restricted Share Unit"** means a right granted to a Designated Participant to receive payment in the form of Common Shares in accordance with the provisions of the Plan;

**“Restricted Share Unit Account”** has the meaning ascribed thereto in Section 4.7;

**“Retirement”** means the retirement of the Designated Participant from employment with the Company or a Related Entity of the Company, and “retires” shall have a corresponding meaning. The determination of whether a Designated Participant has retired shall be at the sole discretion of the Board;

**“Securities Act”** means the Securities Act, R.S.B.C. 1996, c.418, as amended, as at the date hereof;

**“Subsidiary”** means any corporation or company of which outstanding securities to which are attached more than 50 per cent of the votes that may be cast to elect directors thereof are held (provided that such votes are sufficient to elect a majority of such directors), other than by way of security only, by or for the benefit of the Company and/or by or for the benefit of any other corporation or company in like relation to the Company, and includes any corporation or company in like relation to a Subsidiary;

**“Trading Day”** means any day on which the Exchange (or any other stock exchange on which the majority of the volume of trading of Common Shares occurs on the relevant day) is open for the trading of the Common Shares;

**“Vested Restricted Share Units”** has the meaning ascribed thereto in Sections 5.1 and 5.2; and

**“Vesting Date”** means each date on which Restricted Share Units granted to a Designated Participant, and any dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall vest as determined by the Board, in its sole discretion, in connection with such grant, or as set out in the Grant Notice relating to such grant.

## 2.2. **Number and Gender**

This Plan shall be read with all changes in number and gender required by the context.

## 2.3. **Severability**

If any provision of the Plan is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part of any provision thereof.

## 2.4. **Headings, Sections, Schedules**

Headings used in the Plan are for reference purposes only and do not limit or extend the meaning of the provisions of the Plan. A reference to a Section or Schedule shall, except where expressly stated otherwise, mean a Section or Schedule of the Plan, as applicable.

## 2.5. **References to Statutes, etc.**

Any reference to a statute, regulation, rule, instrument or policy statement shall refer to such statute, regulation, rule, instrument or policy statement as it may be amended, replaced or re-enacted from time to time.

## 2.6. **Currency**

Unless the context otherwise requires or the Board determines otherwise, all references in the Plan to currency shall be to lawful money of Canada.

# 3. **ADMINISTRATION**

## 3.1. **Administration of the Plan**

Except for matters that are under the jurisdiction of the Board as specified under the Plan, and subject to Applicable Law, this Plan will be administered by the Board and the Board has sole and complete authority, in its discretion, to:

- (a) establish, amend and rescind such rules and regulations, and make such interpretations and determinations and take such other actions, as it deems necessary or desirable for the administration of the Plan;
- (b) exercise rights reserved to the Company under the Plan;
- (c) determine vesting terms and conditions for Restricted Share Units granted under the Plan; and
- (d) make all other determinations and take all other actions as it considers necessary or advisable for the implementation and administration of the Plan.

Any interpretation and determination made, and other action taken, by the Board shall be conclusive and binding on all parties concerned, including, without limitation, the Company and Designated Participants and, if applicable, their Beneficiaries and legal representatives.

### 3.2. **Eligibility**

Any individual who at the relevant time is a Designated Participant is eligible to participate in the Plan. The Company reserves the right to restrict the eligibility or otherwise limit the number of persons eligible for participation in the Plan at any time. Eligibility to participate does not confer upon any individual a right to receive an award of Restricted Share Units pursuant to the Plan.

### 3.3. **Taxes and Other Source Deductions**

As a condition of and prior to participation in the Plan, each Designated Participant authorizes the Company to withhold from any amount otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes of any kind as a consequence of his or her participation in the Plan. The Company shall also have the right in its sole discretion to satisfy any such liability for withholding or other required deduction amounts by requiring the Designated Participant to complete a sale in respect of such number of Common Shares, which have been issued and would otherwise be delivered to the Designated Participant under the Plan, and any amount payable from such sale will first be paid to the Company to satisfy any liability for withholding. The Company may require a Designated Participant, as a condition of participation in the Plan, to pay or reimburse the Company for any cost incurred by the Company as a result of the participation by the Designated Participant in the Plan.

Each Designated Participant or any Beneficiary, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such Designated Participant in connection with the Plan (including any taxes and penalties under any Applicable Law), and neither the Company nor any Affiliate shall have any obligation to indemnify or otherwise hold such Designated Participant or Beneficiary harmless from any or all of such taxes or penalties.

### 3.4. **Exemption from Plan Participation**

Notwithstanding any other provision of the Plan, if a Designated Participant is a resident in a jurisdiction in which an award of Restricted Share Units under the Plan may be considered to be income that is subject to taxation at the time of such award, the Designated Participant may elect not to participate in the Plan by providing written notice to the Secretary of the Company by the end of the calendar year prior to the year in which the affected compensation will be earned.

### 3.5. **Appointment of Beneficiaries**

Subject to the requirements of Applicable Law, a Designated Participant may designate in writing a Beneficiary to receive any benefits that are payable under the Plan upon the death of such Designated Participant and, from time to time, change such designation in writing. Such designation or change shall be in such form, and executed and delivered in such manner, as the Board may from time to time determine.

### 3.6. **Total Common Shares Subject to Restricted Share Units**

- (a) The aggregate number of Common Shares that may be issued pursuant to the Plan shall be, subject to Sections 4.6, not exceed 32,421,800 and no Restricted Share Unit may be granted if such grant would have the effect of causing the total number of Common Shares potentially issuable in respect of Restricted Share Units to exceed the above number of Common Shares reserved for issuance under the Plan.
- (b) For greater certainty, to the extent Restricted Share Units are cancelled, the Common Shares subject to such Restricted Share Units shall be added back to the number of Common Shares reserved for issuance under the Plan and such Common Shares will again become available for Restricted Share Unit grants under the Plan.

#### 4. **RESTRICTED SHARE UNIT GRANTS**

##### 4.1. **Grants of Restricted Share Units**

Subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, the Committee may from time to time, grant Restricted Share Units to such Designated Participant as may be determined by the Board in its sole discretion with effect from such dates as the Board may specify.

##### 4.2. **Vesting Provisions**

- (a) The Board shall, in its sole discretion, determine the Vesting Dates and the proportion of Restricted Share Units to vest on each such Vesting Date applicable to each grant of Restricted Share Units at the time of such grant and shall specify such Vesting Dates in the Grant Notice relating to such grant.
- (b) Notwithstanding Section 4.2(a) above, unless otherwise specified herein or determined by the Board:
  - (i) Restricted Share Units granted to a Designated Participant under Section 4.1 shall vest, as to one-third (1/3) of the number of such Restricted Share Units, on each of the first, second and third anniversaries of the Grant Date; and
  - (ii) Dividend equivalent Restricted Share Units received by a Designated Participant under Section 4.5 shall vest with the Restricted Share Units in respect of which they were credited to the Designated Participant's Restricted Share Unit Account.

##### 4.3. **Grant Notice**

Each grant of Restricted Share Units will be evidenced by a Grant Notice. The Grant Notice will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Board may direct. Any one officer of the Company is authorized and empowered to execute and deliver, for and on behalf of the Company, a Grant Notice to each Designated Participant.

##### 4.4. **No Certificates**

No certificates shall be issued with respect to Restricted Share Units.

##### 4.5. **Dividend Equivalent Restricted Share Units**

Whenever a dividend is paid on the Common Shares, additional Restricted Share Units will be credited to a Designated Participant's Restricted Share Unit Account in accordance with this Section 4.5. The number of such additional Restricted Share Units to be so credited will be calculated by dividing the dividend that would have been paid to such Designated Participant if the Restricted Share Units recorded in the Designated Participant's Restricted Share Unit Account as at the record date for the dividend had been Common Shares, whether or not vested, by the Market Value on the Trading Day immediately preceding the date on which the Common Shares began to trade on an ex-dividend basis, rounded down to the next whole number of Restricted Share Units. No fractional Restricted Share Units will thereby be created. The foregoing does not obligate the Company to pay dividends on Common Shares and nothing in this Plan shall be interpreted as creating such an obligation.

#### 4.6. **Maximum Securities**

Notwithstanding Section 3.6:

- (a) the number of securities issuable to Insiders, at any time, under all security based compensation arrangements of the Company including, without limitation, this Plan, shall not exceed 15% of the issued and outstanding Common Shares calculated on a non-diluted basis;
- (b) the number of securities issued to Insiders, within any one year period, under all security based compensation arrangements of the Company including, without limitation, this Plan, shall not exceed 10% of the issued and outstanding Common Shares calculated on a non-diluted basis; and
- (c) without the prior approval of the shareholders of the Company, the number of securities issuable to non-employee directors, at any time, under all security based compensation arrangements of the Company including, without limitation, this Plan, shall not exceed 1% of the issued and outstanding Common Shares calculated on a non-diluted basis and the aggregate value of Restricted Share Units (based on the fair value of the Restricted Share Units at the time of grant) granted to any non-employee director in any calendar year may not exceed \$60,000.

#### 4.7. **Restricted Share Unit Account**

An account, to be known as a “**Restricted Share Unit Account**”, shall be maintained by the Company for each Designated Participant and shall be credited from time to time with such Restricted Share Units as are granted to the Designated Participant and any dividend equivalent Restricted Share Units credited in respect of such Restricted Share Units.

#### 4.8. **Statement of Account**

The Company shall mail to each Designated Participant to whom Restricted Share Units have been granted, on an annual basis, a statement reflecting the status of the Restricted Share Unit Account maintained for such Designated Participant.

#### 4.9. **Cancellation of Restricted Share Units that Fail to Vest or Are Redeemed**

Restricted Share Units that fail to vest in accordance with Section 5 of the Plan, or that are redeemed in accordance with Section 6 of the Plan, shall be cancelled and shall cease to be recorded in the Restricted Share Unit Account of the relevant Designated Participant as of the date on which such Restricted Share Units fail to vest or are redeemed, as the case may be, and the Designated Participant will have no further right, title or interest in or to such Restricted Share Units.

### 5. **VESTING OF RESTRICTED SHARE UNITS**

#### 5.1. **Vesting**

Subject to Sections 6.2 and 6.3, Restricted Share Units and any dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall vest on the earliest of:

- (a) the Vesting Date;
- (b) the Change of Control Date; or
- (c) such date as the Board may determine in accordance with the provisions of this Section 5,

and such Restricted Share Units shall be considered “**Vested Restricted Share Units**”.

#### 5.2. **Vesting on Death, Retirement, Disability or Termination without Cause**

If a Designated Participant dies, retires, suffers a Disability or is terminated without Cause prior to a Vesting Date, the Board may determine, in its sole discretion, whether or not any or all of the Restricted Share Units and any dividend equivalent Restricted Share Units in respect of such Restricted Share Units, shall otherwise be considered to have vested and the date on which the Board determines that some or all of the Designated Participant's Restricted Share Units have vested shall be considered to be the Vesting Date for such Restricted Share Units that have so vested and such Restricted Share Units shall be considered "**Vested Restricted Share Units**".

### 5.3. **Acknowledgement of Grant**

A Designated Participant shall deliver to the Company the completed Grant Notice acknowledging the grant of Restricted Share Units within 90 days after the date on which the Designated Participant receives the Grant Notice from the Company. If the Grant Notice is not delivered by the Designated Participant within such period, the Board reserves the right to revoke the grant of such Restricted Share Units to the Designated Participant and the crediting of such Restricted Share Units to the Designated Participant's Restricted Share Unit Account.

## 6. **REDEMPTION OF RESTRICTED SHARE UNITS**

### 6.1. **Redemption of Vested Restricted Share Units**

Subject to the remaining provisions of this Section 6, on the Redemption Date for each Vested Restricted Share Unit, the Company shall redeem all such Vested Restricted Share Units by issuing a share certificate in the name of the Designated Participant evidencing the Common Shares issued to the Designated Participant in respect of the Vested Restricted Share Units, each Vested Restricted Share Unit being redeemed for one Common Share.

### 6.2. **Cessation of Employment**

If the employment of a Designated Participant ceases prior to the Vesting Date, Restricted Share Units and the dividend equivalent Restricted Share Units in respect of such Restricted Share Units shall be dealt with as follows:

- (a) if a Designated Participant's Restricted Share Units have not vested pursuant to Section 5.2, and the Designated Participant's employment ceases because of the death, retirement or Disability of the Designated Participant, a *pro-rata* portion of the Designated Participant's Restricted Share Units (and any dividend equivalent Restricted Share Units credited in respect thereof) that are scheduled to vest on the next scheduled Vesting Date set forth in the Grant Notice for such Restricted Share Units shall vest, based on the number of days since the Grant Date to the date of death, retirement or Disability in relation to the total number of days from the Grant Date to such Vesting Date, and such Restricted Share Units shall be redeemed and certificates shall be issued to the Designated Participant or the Designated Participant's Beneficiary or estate in accordance with Section 6.1 on the next scheduled Vesting Date set forth in the Grant Notice;
- (b) if the Designated Participant's employment ceases because of termination for Cause or because of the resignation of the Designated Participant other than for Good Reason, all Restricted Share Units (and any dividend equivalent Restricted Share Units credited in respect thereof), whether or not vested, shall immediately expire and the Designated Participant shall have no further rights respecting such Restricted Share Units (and dividend equivalent Restricted Share Units);
- (c) if a Designated Participant's Restricted Share Units have not vested pursuant to Section 5.2, and the Designated Participant's employment ceases because of termination without Cause or resignation for Good Reason, a *pro-rata* portion of the Designated Participant's Restricted Share Units (and any dividend equivalent Restricted Share Units) that are scheduled to vest on the next scheduled Vesting Date set forth in the Grant Notice shall vest, based on the number of days since the Grant Date to the date of such termination or resignation in relation to the total number of days from the Grant Date to such Vesting Date, and such Restricted Share Units shall be redeemed and certificates shall be issued to the Designated Participant in accordance with Section 6.1 on the next scheduled Vesting Date set forth in the Grant Notice; and

- (d) the date of cessation of a Designated Participant's employment shall be the Designated Participant's last day of active employment and shall not include any period of statutory, contractual or reasonable notice or any period of deemed employment.

### 6.3. **Change of Control**

- (a) In the event of a Change of Control where the Person that acquires Control (the "**Acquirer**"), an Affiliate thereof, or the successor of the Company, agrees to assume all of the obligations of the Company under the Plan and the Board determines that such assumption is consistent with the objectives of the Plan, the Plan and all outstanding awards will continue on the same terms and conditions, except that, if applicable, Restricted Share Units may be adjusted to a right to acquire shares of the Acquirer or its Affiliate.
- (b) In the event of a Change of Control where the Plan is continued pursuant to Section 6.3(a), the Restricted Share Units of Designated Participants whose employment thereafter ceases for any reason other than termination for Cause and resignation without Good Reason shall immediately be deemed to be Vested Restricted Share Units and the Company shall, at its option, redeem all such Vested Restricted Share Units by:
  - (i) issuing a share certificate in the name of the Designated Participant evidencing the Common Shares issued to the Designated Participant in respect of the Vested Restricted Share Units, each Vested Restricted Share Unit being redeemed for one Common Share and the Vesting Date of such Restricted Share Units shall be the date of the termination of employment; or
  - (ii) paying to such Designated Participant a cash amount equal to the Market Value of such Vested Restricted Share Units as of the date of termination.
- (c) In the event of a Change of Control where the Acquirer or an Affiliate thereof or the successor to the Company does not agree to assume all of the obligations of the Company under the Plan, or the Board determines that such assumption is not consistent with the objectives of the Plan, all unvested Restricted Share Units held by each Designated Participant shall immediately be deemed to be Vested Restricted Share Units and the Company shall, at its option, redeem all such Vested Restricted Share Units:
  - (i) by issuing a share certificate in the name of the Designated Participant evidencing the Common Shares issued to the Designated Participant in respect of the Vested Restricted Share Units, each Vested Restricted Share Unit being redeemed for one Common Share and the Vesting Date of such Restricted Share Units shall be the Change of Control Date; or
  - (ii) paying to each Designated Participant a cash amount equal to the Market Value of such Vested Restricted Share Units as of the Change of Control Date.

Notwithstanding the foregoing, the Board may terminate all or part of the Plan if it determines that it is appropriate to do so upon a Change of Control and in the event of such termination, the Plan shall terminate on the Change of Control Date on such terms and conditions as the Board may determine.

### 6.4. **No Interest**

For greater certainty, no interest shall be payable to Designated Participants in respect of any amount payable under the Plan.

## 7. **AMENDMENT OF THE PLAN**

### 7.1. **Amendment**

- (a) Subject to Applicable Law and Sections 7.1(b) and 7.1(c) below, the Board may, without notice or shareholder approval, at any time or from time to time, amend, suspend or terminate the Plan for any purpose which, in the good faith opinion of the Board, may be expedient or desirable.

- (b) Notwithstanding Section 7.1(a), but subject to Section 7.1(e), the Board shall not materially adversely alter or impair any rights of a Designated Participant or materially increase any obligations of a Designated Participant with respect to Restricted Share Units previously awarded under the Plan without the consent of the Designated Participant.
- (c) Notwithstanding Section 7.1(a), none of the following amendments shall be made to this Plan without approval by shareholders by ordinary resolution:
  - (i) increasing the number of securities issuable under the Plan, other than in accordance with the terms of this Plan;
  - (ii) making a change to the class of Designated Participants that would have the potential of broadening or increasing participation by Insiders;
  - (iii) amending Section 8.6 of the Plan;
  - (iv) permitting awards other than Restricted Share Units to be made under this Plan; and
  - (v) deleting or reducing the amendments that require shareholders' approval under this Section 7.1(c).
- (d) Without limiting the generality of the foregoing, the Board shall have the power and authority to approve amendments relating to the Plan, without obtaining shareholder approval, to the extent that such amendment:
  - (i) is of a typographical, grammatical, clerical or administrative nature or is required to comply with applicable regulatory requirements, including the Exchange Rules, in place from time to time;
  - (ii) is an amendment to the Plan respecting administration of the Plan and eligibility for participation under the Plan;
  - (iii) changes the terms and conditions on which Restricted Share Units may be or have been granted pursuant to the Plan, including change to the vesting provisions of the Restricted Share Units;
  - (iv) changes the termination provisions of a Restricted Share Unit or the Plan; or
  - (v) is an amendment to the Plan of a "housekeeping nature".
- (e) If the Board terminates or suspends the plan, no new Restricted Share Units (other than dividend equivalent Restricted Share Units) will be credited to the Restricted Share Unit Account of a Designated Participant. On termination of the Plan, the vesting of any and all Restricted Share Units not then vested will be accelerated and, on a date or dates selected by the Board in its discretion, payment in the form of Common Shares will be made to the Designated Participant in respect of Restricted Share Units.
- (f) The Board shall not require the consent of any affected Designated Participant in connection with the termination of the Plan in which the vesting of all Restricted Share Units held by the Designated Participant are accelerated and payment is made to the Designated Participant in respect of all such Restricted Share Units.
- (g) The Plan will terminate on the date upon which no further Restricted Share Units remain outstanding.

## 8. GENERAL

### 8.1. Adjustments

In the event of any stock dividend, stock split, combination or exchange of shares, merger, amalgamation, arrangement or other scheme of reorganization, spin-off or other distribution of the Company's assets to shareholders

(other than the payment of cash dividends in the ordinary course), or any other change in the capital of the Company affecting Common Shares, such adjustments, if any, as the Board in its discretion may deem appropriate to preserve proportionately the interests of Designated Participants under the Plan as a result of such change shall be made with respect to the number of Restricted Share Units outstanding under the Plan.

## 8.2. **Compliance with Laws and Company Policies**

- (a) The terms of the Plan are subject to any Applicable Laws and governmental and regulatory requirements (including the Exchange Rules), approvals and consents, and the provisions of any applicable policies of the Company that may be or become applicable. Without limiting the generality of the foregoing, the Company may, in its sole discretion, delay the crediting of Restricted Share Units to the accounts of Designated Participants and/or the redemption of Restricted Share Units if and to the extent it considers necessary or appropriate as a result of any Blackout Period.
- (b) If the Board determines that the listing, registration or qualification of the Common Shares subject to this Plan upon any securities exchange or under any provincial, state, federal or other Applicable Law, or the consent or approval of any governmental body or securities exchange or of the shareholders of the Company is necessary or desirable, as a condition of, or in connection with, the crediting of Restricted Share Units or the issue of Common Shares hereunder, the Company shall be under no obligation to credit Restricted Share Units or issue Common Shares hereunder unless and until such listing, registration, qualification, consent or approval shall have been affected or obtained free of any conditions not acceptable to the Board.

## 8.3. **Designated Participant's Entitlement**

Except as otherwise provided in this Plan, Restricted Share Units previously granted under this Plan, whether or not then vested, are not affected by any change in the relationship between, or ownership of, the Company and a Related Entity. For greater certainty, all Restricted Share Units remain valid in accordance with the terms and conditions of this Plan and are not affected by reason only that at any time, a Related Entity ceases to be a Related Entity.

## 8.4. **Reorganization of the Corporation**

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

## 8.5. **Blackout Periods**

If a Vested Restricted Share Unit would otherwise be redeemed during a Blackout Period or within 5 business days after the date on which the Blackout Period ends, then, notwithstanding any other provision of the Plan, the Vested Restricted Share Unit shall instead be redeemed on the date which is 10 business days after the date on which the Blackout Period ends.

## 8.6. **Transferability of Restricted Share Units**

Rights with respect to Restricted Share Units shall not be transferable or assignable other than by will or the laws of descent and distribution.

## 8.7. **Successors and Assigns**

The Plan shall be binding on the Company and on Designated Participants and, if applicable, their Beneficiaries and legal representatives.

**8.8. Unfunded and Unsecured Plan**

The Plan is an unfunded obligation of the Company and the Company will not secure its obligations under the Plan. Neither the establishment of the Plan nor the grant of Restricted Share Units (or any action taken in connection therewith) shall be deemed to create a trust. To the extent any individual holds any rights by virtue of a grant of Restricted Share Units under the Plan, such rights shall be no greater than the rights of an unsecured creditor of the Company.

**8.9. Market Fluctuations**

No amount will be paid to, or in respect of, a Designated Participant under the Plan to compensate for a downward fluctuation on the price of Common Shares, nor will any other form of benefit be conferred upon, or in respect of, a Designated Participant for such purpose. The Company makes no representations or warranties to the Designated Participants with the respect to the Plan or the Common Shares whatsoever. In seeking the benefits of participation in the Plan, a Designated Participant agrees to accept all risks associate with a decline in the market price of Common Shares.

**8.10. Participation is Voluntary; No Additional Rights**

The Participation of any Designated Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Designated Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. Nothing in this Plan shall be construed to provide the Designated Participants with any rights whatsoever to participation or continue participation in this Plan or to compensation or damages in lieu of participation, whether upon termination of service as a Designated Participant or otherwise. Nothing contained in this Plan shall be deemed to give any person the right to the continuation of employment by the Company or a Related Entity of the Company or interfere in any way with the right of the Company or a Related Entity of the Company to terminate such employment at any time or to increase or decrease the compensation of such person. For greater certainty, a period of notice, if any, or payment in lieu thereof, upon termination of employment, wrongful or otherwise, shall not be considered as extending the period of employment for the purposes of the Plan. The Company does not assume responsibility for the personal income or other tax consequences for the Designated Participants and they are advised to consult with their own tax advisors.

**8.11. No Shareholder Rights**

No Designated Participant has or is entitled to obtain, as a result of any entitlement to Restricted Share Units hereunder, any entitlement to Common Shares or any voting rights, rights to receive any distribution or any other rights as a shareholder of the Company.

**8.12. Subject to Law**

The Company's granting of any Restricted Share Units and its obligation to make any payments in respect thereof are subject to compliance with Applicable Law.

**8.13. No Salary Deferral Arrangement**

Notwithstanding any other provision of the Plan, it is intended that the Plan and Restricted Share Units granted under the Plan not be considered "salary deferral arrangements" under the *Income Tax Act* (Canada) and the Plan shall be administered in accordance with such intention. Without limiting the generality of the foregoing, the Board may make such amendments to the terms of outstanding Restricted Share Units (including, without limitation, changing the Vesting Dates and Redemption Dates thereof) as may be necessary or desirable, in the sole discretion of the Board, so that the Plan and Restricted Share Units outstanding thereunder are not considered "salary deferral arrangements".

**8.14. Administration Costs**

The Company will be responsible for all costs relating to the administration of the Plan.

8.15. **Governing Law**

The Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

8.16. **Effective Date**

The Plan is adopted by the Board of Directors with effect from November 4, 2016.

**Schedule A**  
**Form of Grant Notice and Acknowledgement**

**Monument Mining Limited Restricted Share Unit Plan**

Monument Mining Limited (the “**Company**”) hereby grants the following award to the Designated Participant named below in accordance with and subject to the terms, conditions and restrictions of this Grant Notice and Acknowledgement (the “**Notice**”), together with the provisions of the Monument Mining Limited Restricted Share Unit Plan (the “**Plan**”) dated November 4, 2016:

Name and Address of Designated Participant: \_\_\_\_\_

Date of Grant: \_\_\_\_\_

Total Number of Restricted Share Units \_\_\_\_\_

1. The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Notice and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.
2. Subject to any acceleration in vesting as provided in the Plan, each Restricted Share Unit vests as follows:  
  
**[To be inserted]**
3. The payment in respect of Restricted Share Units held by the Designated Participant shall be satisfied by the issuance of Common Shares to the Designated Participant on the Redemption Date.
4. Nothing in the Plan or in this Notice will affect the right of the Company or any Related Entity to terminate the employment or term of service any employee at any time for any reason whatsoever.
5. Each notice relating to any award of Restricted Share Units must be in writing and signed by the Designated Participant or its Beneficiary or legal representative. All notices to the Company must be delivered personally or by prepaid registered mail and must be addressed to the Secretary of the Company. All notices to the Designated Participant will be addressed to the principal address of the Designated Participant on file with the Company. Either the Company or the Designated Participant may designate a different address by written notice to the other. Any notice given by either the Designated Participant or the Company is not binding on the recipient thereof until received.
6. The undersigned acknowledges:
  - (a) having received a copy of the Plan and acknowledges and agrees that the terms of the Plan govern the grant of Restricted Share Units to and the rights of the undersigned hereunder and that such terms include rights of the Company to amend or terminate the Plan or any of its terms and to determine vesting and other matters at its discretion;
  - (b) that the Company or Subsidiary of the Company that employs the undersigned may be required to withhold from the undersigned’s compensation and remit to the Canada Revenue Agency or the tax agency of the country in which the Designated Participant resides income taxes and other required source deductions in respect of the redemption of Vested Restricted Share Units of the Designated Participant provided for in Section 3.3 of the Plan; and
  - (c) and agrees that the undersigned will, at all times, act in strict compliance with Applicable Law and all policies of the Company applicable to the undersigned in connection with the Plan. Such Applicable Law and policies

shall include, without limitation, those governing "insiders" of "reporting issuers" as those terms are construed for the purposes of applicable securities laws.

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

**MONUMENT MINING LIMITED**

Per: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Witness

)  
)  
)  
)  
)

\_\_\_\_\_  
[Name of Designated Participant]

**APPENDIX D**  
**2016 AMENDED AND RESTATED STOCK OPTION PLAN**

**MONUMENT MINING LIMITED**

**1. PURPOSE OF THE PLAN**

Monument Mining Limited (the "**Company**") hereby establishes an amended and restated stock option plan for directors, officers, Employees, Management Company Employees and Consultants (as such terms are defined below) of the Company and its subsidiaries (collectively, "**Eligible Persons**"), to be known as the "2016 Stock Option Plan" (the "**Plan**"), such Plan being amended and restated from the Company's prior stock option plan, which such prior plan was approved by the Board of Directors effective December 29, 2013, approved by shareholders on February 7, 2014, and subsequently amended by shareholders on November 20, 2015. The purpose of the Plan is to give to Eligible Persons, as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals options, exercisable over periods of up to 10 years as determined by the Board, to buy shares of the Company at a price not less than the Market Price prevailing on the date the option is granted less any applicable discount permitted by the Exchange Policies and approved by the Board.

**2. DEFINITIONS**

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

- 2.1. "**Associate**" means an Associate as defined in the Exchange Policies.
- 2.2. "**Board**" means the Board of Directors of the Company.
- 2.3. "**Change of Control**" means the acquisition by any person or by any person and all Joint Actors, whether directly or indirectly, of voting securities (as defined in the Securities Act) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board.
- 2.4. "**Company**" means Monument Mining Limited and its successors.
- 2.5. "**Consultant**" means a "Consultant" as defined in the Exchange Policies.
- 2.6. "**Consultant Company**" means a "Consultant Company" as defined in the Exchange Policies.
- 2.7. "**Disability**" means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:
  - (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
  - (b) acting as a director or officer of the Company or its subsidiaries.
- 2.8. "**Discounted Market Price**" of Shares means, if the Shares are listed only on the TSX Venture Exchange, the Market Price less the maximum discount permitted under the Exchange Policy applicable to incentive stock options.
- 2.9. "**Disinterested Shareholder Approval**" means a majority of the votes attaching to shares voted at a meeting of shareholders of the Company, excluding the votes attaching to shares held by persons with an interest in the subject matter of the resolution, in accordance with Exchange Policy.
- 2.10. "**Eligible Persons**" has the meaning given to that term in section 1 hereof.
- 2.11. "**Employee**" means an "Employee" as defined the Exchange Policies.
- 2.12. "**Exchange Policies**" means the policies included in the TSX Venture Exchange Corporate Finance Manual and "**Exchange Policy**" means any one of them.

- 2.13. "**Exchanges**" means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed.
- 2.14. "**Expiry Date**" means the date set by the Board under section 3.1 hereof, as the last date on which an Option may be exercised.
- 2.15. "**Fundamental Company Change**" means:
- (a) the acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, as such terms are interpreted in MI 62-104, of voting securities of the Company which, when added to all other voting securities of the Company at the time held directly or indirectly by such person or persons acting jointly or in concert, constitutes for the first time in the aggregate 20% or more of the voting rights attached to all outstanding securities of the Company;
  - (b) the removal, by special resolution of the securityholders of the Company, of more than half of the then incumbent directors of the Company, or the election of a majority of directors to the board of directors who were not nominees of the Company's incumbent board at the time immediately preceding such election; or
  - (c) the consummation of a sale of all or substantially all of the assets of the Company, or the consummation of a reorganization, merger or other transaction which has substantially the same effect.
- 2.16. "**Grant Date**" means the date specified in an Option Agreement as the date on which an Option is granted.
- 2.17. "**Insider**" means an "Insider" as defined in the Exchange Policies.
- 2.18. "**Investor Relations Activities**" means "Investor Relations Activities" as defined in the Exchange Policies.
- 2.19. "**Joint Actor**" means a person "acting jointly or in concert" with another person as that phrase is interpreted in MI 62-104.
- 2.20. "**Management Company Employee**" means a "Management Company Employee" as defined in the Exchange Policies.
- 2.21. "**Market Price**" of Shares at any Grant Date means the last closing price per Share for the last day on which Shares were traded prior to the day on which the Company announces the grant of the Option or, if the grant is not announced, on the Grant Date, or if the Shares are not listed on any stock exchange, "**Market Price**" of Shares means the price per Share on the over-the-counter market determined by dividing the aggregate sale price of the Shares sold by the total number of such Shares so sold on the applicable market for the last day prior to the Grant Date.
- 2.22. "**MI 62-104**" means the Multilateral Instrument 62-104, *Take-Over Bids and Issuer Bids*.
- 2.23. "**Option**" means an option to purchase Shares granted pursuant to this Plan.
- 2.24. "**Option Agreement**" means an agreement, in the form attached hereto as Schedule "A", whereby the Company grants to an Optionee an Option.
- 2.25. "**Optionee**" means each of the Eligible Persons granted an Option pursuant to this Plan and their heirs, executors and administrators.
- 2.26. "**Option Price**" means the price per Share specified in an Option Agreement, as adjusted from time to time in accordance with the provisions of section 5.
- 2.27. "**Option Shares**" means the aggregate number of Shares which an Optionee may purchase under an Option.
- 2.28. "**Plan**" means this 2016 Stock Option Plan.
- 2.29. "**Securities Act**" means the Securities Act, R.S.B.C. 1996, c.418, as amended, as at the date hereof.
- 2.30. "**Shares**" means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, "**Shares**" shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.

- 2.31. **"Unissued Option Shares"** means the number of Shares, at a particular time, which have been reserved for issuance upon the exercise of an Option but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.
- 2.32. **"Vested"** means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

### 3. GRANT OF OPTIONS

#### 3.1. Option Terms

The Board may from time to time authorize the grant of Options to Eligible Persons. The Option Price of each Option shall be not less than the Discounted Market Price on the Grant Date. The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than 10 years after the Grant Date, subject to the operation of section 4.5. Options shall not be assignable or transferable by the Optionee.

#### 3.2. Previously Granted Options

In the event that on the date this Plan is implemented and effective (the **"Effective Date"**) there are outstanding stock options (the **"Pre-Existing Options"**) that were previously granted by the Company pursuant to any stock option plan in place prior to the Effective Date (a **"Pre-Existing Plan"**), all such Pre-Existing Options shall, effective as of the Effective Date, be governed by and subject to the terms of the Plan.

#### 3.3. Limits on Shares Issuable on Exercise of Options

The maximum number of Shares which may be issuable pursuant to Options granted under the Plan shall be 16,210,900 Shares, constituting 5% of the Shares outstanding as at the date hereof, or such additional amount as may be approved from time to time by the shareholders of the Company and the Exchanges.

The number of Shares which may be reserved for issuance pursuant to Options granted under the Plan to Insiders as a group, together with all of the Company's other previously established or proposed share compensation arrangements, in the aggregate, shall not at any time exceed 15% of the total number of issued and outstanding Shares on a non-diluted basis, as constituted on the Grant Date of such Option.

The number of Shares which may be issuable under the Plan, together with all of the Company's other previously established or proposed share compensation arrangements, within a one-year period:

- (a) to any one Optionee shall not exceed 5% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis;
- (b) to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis;
- (c) to any one Consultant, shall not exceed 2% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis; and
- (d) to all Eligible Persons who undertake Investor Relations Activities shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis.

#### 3.4. Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. In respect of Options granted to Employees, Consultants, Consultant Companies or Management Company Employees, such person is required to be, and the Company will represent in the applicable Option Agreement that the Optionee is, a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

#### 4. EXERCISE OF OPTION

##### 4.1. When Options May be Exercised

Subject to sections 4.3, 4.4 and 4.5, an Option may be exercised to purchase any number of Option Shares up to the number of Vested Unissued Option Shares at any time after the Grant Date up to 4:00 p.m. Pacific Time on the Expiry Date and shall not be exercisable thereafter.

##### 4.2. Manner of Exercise

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

##### 4.3. Vesting of Option Shares

The Board, subject to the policies of the Exchanges, may determine and impose terms upon which each Option shall become Vested in respect of Option Shares. Unless otherwise specified by the Board at the time of granting an Option, and subject to the other limits on Option grants set out in paragraph 3.3 hereof, all Options granted under the Plan shall vest and become exercisable in full upon grant, except Options granted to Consultants performing Investor Relations Activities, which Options must vest in stages over twelve months with no more than one-quarter of the Options vesting in any three month period. Notwithstanding the foregoing, in the event that a Pre-Existing Plan imposed vesting requirements on a Pre-Existing Option, such vesting requirements must be satisfied before any such Pre-Existing Options shall become Vested.

##### 4.4. Termination of Employment

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

###### (a) Death or Disability

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

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

###### (b) Termination For Cause

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

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

If the Optionee ceases to be an Eligible Person due to:

- i. his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force,
- ii. his or her voluntary resignation, or

- iii. his or her termination by the Company or its subsidiary other than for cause (or, in the case of an Optionee who is a Management Company Employee or a Consultant, the termination of the company providing management or consultant services to the Company or its subsidiary),

any outstanding Option then held by such Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of: (i) the Expiry Date; and (ii) the date that is 90 days (or 30 days if the Optionee was engaged in Investor Relations Activities) after the Optionee ceases to be an Eligible Person. Notwithstanding the foregoing, the Board of Directors of the Company may, if it determines such is in the best interests of the Company, extend this 90-day period on a case-by-case basis for such Optionees as may be selected by the Board of Directors (to be evidenced in employment or other agreements with such Optionees) to a later date within a reasonable period not exceeding the earlier of the Expiry Date and: (x) one year after the Optionee ceases to be an Eligible Person for one of the reasons set forth in clauses i, ii or iii of this section 4.4(c); or (y) subject to Exchange acceptance on a case-by-case basis, three years after the Optionee ceases to be an Eligible Person for one of the reasons set forth in clauses i, ii or iii of this section 4.4(c) following a Fundamental Company Change.

(d) Spin-Out Transactions

If pursuant to the operation of sub-section 5.3(c) an Optionee receives options (the "**New Options**") to purchase securities of another company (the "**New Company**") in respect of the Optionee's Options (the "**Subject Options**"), the New Options shall expire on the earlier of: (i) the Expiry Date of the Subject Options; (ii) if the Optionee does not become an Eligible Person in respect of the New Company, the date that the Subject Options expire pursuant to sub-sections 4.4(a), (b) or (c), as applicable; (iii) if the Optionee becomes an Eligible Person in respect of the New Company, the date that the New Options expire pursuant to the terms of the New Company's stock option plan that correspond to sub-sections 4.4(a), (b) or (c) hereof; and (iv) the date that is two (2) years after the Optionee ceases to be an Eligible Person in respect of the New Company or such shorter period as determined by the Board.

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

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

4.5. **Extension of Expiry Date During Black-Out Period**

If the Expiry Date in respect of any Option occurs during or within five (5) trading days following a trading black-out period imposed by the Company, the Expiry Date of the Options shall be automatically extended to the date that is ten (10) trading days following the end of such black-out period (the "**Extension Period**"); provided that if an additional black-out period is subsequently imposed by the Company during the Extension Period, then such Extension Period shall be deemed to commence following the end of such additional black-out period to enable the exercise of such Options within ten (10) trading days following the end of the last imposed black-out period.

4.6. **Effect of a Take-Over Bid**

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

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

then the Option Shares received upon such exercise, or in the case of sub-section (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become Vested pursuant to section 4.3 shall be reinstated. If any Option Shares are returned to the Company under this section 4.6, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

**4.7. Acceleration of Expiry Date**

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Board may, upon notifying each Optionee of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, Vested, and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer, provided that any accelerated vesting of Options granted to Consultants performing Investor Relations Activities shall be subject to the prior written approval of the Exchanges. The Board shall give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than five (5) business days and not more than 35 days of notice is required.

**4.8. Compulsory Acquisition or Going Private Transaction**

If and whenever, following a take-over bid or an issuer bid, there shall be a compulsory acquisition of the Shares pursuant to Division 6 of Part 9 of the *Business Corporations Act* (British Columbia) or any successor or similar legislation, or any amalgamation, merger or arrangement in which securities acquired in a formal take-over bid may be voted under the conditions described in section 8.2 of Multilateral Instrument 61-101, *Protection of Minority Security Holders in Special Transactions*, then following the date upon which such compulsory acquisition, amalgamation, merger or arrangement is effective, an Optionee shall be entitled to receive, and shall accept, for the same exercise price, in lieu of the number of Option Shares to which such Optionee was theretofore entitled to purchase, the aggregate amount of cash, shares, or other securities or other property which such Optionee would have been entitled to receive as a result of such bid if he or she had tendered such number of Option Shares to the take-over bid.

**4.9. Effect of a Change of Control**

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

**4.10. Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement**

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

**4.11. Shares Not Acquired**

Any Unissued Option Shares not acquired by an Optionee under an Option which has expired may be made the subject of a further Option pursuant to the provisions of the Plan.

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

**5.1. Share Reorganization**

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a "**Share Reorganization**") then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:

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

## 5.2. **Special Distribution**

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

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

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

## 5.3. **Corporate Organization**

Whenever there is:

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

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

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

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

and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

**5.5. Regulatory Approval**

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of sections 5.1, 5.2 or 5.3 is subject to the approval of the Exchanges and any other governmental authority having jurisdiction.

**6. MISCELLANEOUS**

**6.1. Right to Employment**

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

**6.2. Necessary Approvals**

The Plan will be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution. Any Options granted under this Plan prior to such approval shall only be exercised, to the extent to which such options are then Vested, upon the receipt of such approval. Disinterested Shareholder Approval (as required by the Exchanges) will be obtained for any reduction in the exercise price of any Option granted under this Plan if the Optionee is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to the approval of the Exchanges and any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to obtain such approval, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

**6.3. Administration of the Plan**

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

**6.4. Withholding Taxes**

The Company or any subsidiary of the Company may take such steps as are considered necessary or appropriate for the withholding and/or remittance of any taxes which the Company or any subsidiary of the Company is required by any law or regulation of any governmental authority whatsoever to withhold and/or remit in connection with any Option or Option exercise including, without limiting the generality of the foregoing, the withholding and/or remitting of all or any portion of any payment or the withholding of the issue of Shares to be issued upon the exercise of any Option until such time as the Optionee has paid the Company or any subsidiary of the Company for any amount which the Company or subsidiary of the Company is required to withhold and/or remit with respect to such taxes.

**6.5. Amendments to the Plan**

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

**6.6. Form of Notice**

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

**6.7. No Representation or Warranty**

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

**6.8. Compliance with Applicable Law**

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

**6.9. No Assignment**

No Optionee may transfer or assign any of his or her rights under the Plan or any Option granted thereunder.

**6.10. Rights of Optionees**

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

**6.11. Conflict**

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

**6.12. Governing Law**

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

**6.13. Time of Essence**

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

**6.14. Entire Agreement**

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

**Approved by the Board of Directors of the Company effective as of November 4, 2016.**

**SCHEDULE "A"****MONUMENT MINING LIMITED****STOCK OPTION PLAN - OPTION AGREEMENT**

***Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until \_\_\_\_\_, 20\_\_\_\_(four months and one day after the date of grant).***

This Option Agreement is entered into between Monument Mining Limited (the "**Company**") and the Optionee named below pursuant to the 2016 Stock Option Plan (the "**Plan**") which is subject to the approval of the Plan by the shareholders of the Company and the TSX Venture Exchange, a copy of which is attached hereto, and confirms that:

1. on \_\_\_\_\_ (the "**Grant Date**");
2. \_\_\_\_\_ (the "**Optionee**");
3. was granted the option (the "**Option**") to purchase \_\_\_\_\_ Common Shares (the "**Option Shares**") of the Company;
4. for the price of \$ \_\_\_\_\_ per share (the "**Option Price**");
5. which shall, be exercisable ("**Vested**") as follows:  
\_\_\_\_\_;
6. terminating on the \_\_\_\_\_ (the "**Expiry Date**");

all on the terms and subject to the conditions set out in the Plan. For greater certainty, once Option Shares have become Vested, they are exercisable until the termination or cancellation thereof as provided in this Option Agreement and the Plan.

The Optionee acknowledges that any Option Shares received by him upon exercise of the Option have not been registered under the United States *Securities Act of 1933*, as amended, or the Blue Sky laws of any state (collectively, the "**Securities Acts**"). The Optionee acknowledges and understands that the Company is under no obligation to register, under the Securities Acts, the Option Shares received by him or to assist him in complying with any exemption from such registration if he should at a later date wish to dispose of the Option Shares.

**[The following to be included in Option Agreements with "U.S. Persons" –** The Optionee acknowledges that the Option Shares shall bear a legend restricting the transferability thereof, such legend to be substantially in the following form:

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

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

**Acknowledgement – Personal Information**

The Optionee hereby acknowledges and consents to:

- (a) the disclosure to the TSX Venture Exchange and all other regulatory authorities of all personal information of the undersigned obtained by the Company; and

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

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

Per Optionee:

Monument Mining Limited

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Address  
  
\_\_\_\_\_

**QUESTIONS MAY BE DIRECTED TO THE PROXY SOLICITOR**



**North American Toll-Free**

**1-877-452-7184**

**Collect Calls Outside North America:**

**416-304-0211**

**Email: [assistance@laurelhill.com](mailto:assistance@laurelhill.com)**