



SUPERIOR GOLD INC.

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
AND MANAGEMENT INFORMATION CIRCULAR**

TO BE HELD ON JUNE 23, 2022

May 10, 2022

LETTER FROM THE CHAIRMAN

Dear Fellow Shareholders,

On behalf of the Board of Directors of Superior Gold Inc. ("**Superior Gold**" or the "**Company**"), we would like to invite you to our 2022 Annual General and Special Meeting of Shareholders of the Company (the "**Meeting**") taking place via virtual live webcast on Thursday, June 23, 2022, at 10:00 a.m. (Toronto time) via <https://virtual-meetings.tsxtrust.com/1323>; password: superior2022 (case sensitive). Although the worst of the COVID-19 pandemic appears to be behind us, consistent with the last two annual general meetings of shareholders, and out of an abundance of caution, we will hold the Meeting virtually. We hope to see you all in person next year. We invite shareholders to join us and have provided details on accessing the webcast in the accompanying meeting materials and on the Company's website.

2022 was a turning point for the Company. We navigated through the initial challenges brought by the COVID-19 pandemic and introduced new leadership with the appointment of Chris Jordaan as President and CEO to revitalize our strategy and re-establish the Plutonic Gold Operations for long-term success. The results can be seen in the successive quarterly improvements to productivity and cash flow throughout the year. The Company exceeded the top end of its production guidance, beat its bottom end of cost guidance and finished the year with a solid cash balance. Your Board of Directors is committed to unlocking the significant value that our shareholders already own, and we appreciate your support as we continue to build upon the strong foundations we have set in place. To that end, the Company continues to evaluate and execute on potential alternatives to maximize shareholder value, including opportunities for consolidation of the gold belt in proximity to Plutonic.

Our principal achievements in 2021 included:

- Making a significant move towards a culture committed to safety, with no fatalities or life-altering injuries.
- Exceeding our production guidance with full-year gold production of 77,321 ounces, which generated record revenue for the Company of US\$138 million.
- Realized a record average gold price of US\$1,784/oz.
- Reduced total cash costs and all-in sustaining cash costs by 6% each or \$81 and \$92 per ounce sold from 2020, respectively.
- Exploration drilling continued to yield positive results demonstrating the potential of the mineralized system which continued to support our belief in the long-term potential of the Plutonic Gold Operations.
- Repaid in full the Company's gold loan, ending the year with no term debt.
- Ended the year with US\$23.8 million in cash.

At the Meeting, you will be asked to vote on, among other items, the re-appointment of the Company's external auditors for 2022 and the election of directors of the Company, including one new director nominee. After five years as Chairman and overseeing the Company mature and develop to the position of strength we have today, I will not be standing for re-election due to other professional commitments. But I leave you and the Company in very experienced hands, with Mr. René Marion expected to step in as Chairman following the Meeting. In accordance with the policies of the TSX Venture Exchange, you will also be asked to vote to re-approve the Company's 10% "rolling" stock option plan. We encourage all shareholders to read the Management Information Circular for more information and details on all matters to be voted on at the Meeting. Your vote is important.

On behalf of the Board of Directors, I would like to thank you for your continued support as we navigated through the COVID-19 pandemic and our strategic review process. We ask for your patience as Western Australia begins to open its borders and we adapt to these new conditions. We are working hard to build value for all stakeholders while safeguarding the health, safety, and wellbeing of our employees and community in which we operate.

Sincerely,

Your fellow shareholder

Mark Wellings, Chairman

SUPERIOR GOLD INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN THAT the annual general and special meeting of shareholders (the "**Meeting**") of Superior Gold Inc. ("**Superior Gold**" or the "**Company**") will be held as a virtual meeting via live audio webcast at <https://virtual-meetings.tsxtrust.com/1323> on June 23, 2022, at 10:00 a.m. (Toronto time) for the following purposes:

1. to receive the annual report and the consolidated financial statements of the Company for the financial year ended December 31, 2021, and the auditors' report thereon;
2. to elect directors of the Company for the ensuing year;
3. to appoint KPMG LLP as auditors of the Company and to authorize the directors to fix the auditor's remuneration;
4. to consider and, if deemed appropriate, approve an ordinary resolution of shareholders, re-approving the Company's 10% "rolling" stock option; and
5. to conduct such further and other business as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

In prior years the Company instituted completely virtual meetings to deal with the impact of the COVID-19 pandemic on public health and mitigate risks to the health and safety of our employees, communities and shareholders. For the 2022 Meeting, the Company will continue with a similar process and the Meeting will be a completely virtual meeting of shareholders via live audio webcast, where all Shareholders regardless of geographic location and share ownership will have an equal opportunity to participate at the Meeting. **Shareholders will not be able to attend the Meeting in person.** Instead, registered shareholders and duly appointed proxyholders will be able to virtually attend, participate and vote at the Meeting online by accessing the following link: <https://virtual-meetings.tsxtrust.com/1323>.

Only registered shareholders of record and duly appointed proxyholders at the close of business on May 4, 2022, will be entitled to vote at the Meeting and any adjournment or postponement thereof. Just as they would be at an in-person meeting, registered shareholders and duly appointed proxyholders will be able to attend the Meeting, submit questions online and vote virtually, all in real time, provided they are connected to the internet and comply with all of the requirements set out in the management information circular (the "**Circular**") accompanying this notice. Registered Shareholders who are unable to attend the Meeting are requested to complete, sign and date the accompanying form of proxy or voting instruction form in accordance with the instructions provided therein and in the Circular and return it in accordance with the instructions and timelines set forth in the Circular.

This notice is accompanied by the Circular and either a form of proxy or a voting instruction form. Copies of Superior Gold's annual and/or interim financial statements and Management's Discussion and Analysis are also available under Superior Gold's profile on SEDAR at www.sedar.com or by request made to Superior Gold.

As described in the notice and access notification mailed to shareholders, the Company is using the notice and access method for delivering this notice and the Circular to shareholders. This notice and the Circular will be available on <https://docs.tsxtrust.com/2031> and under Superior Gold's profile on SEDAR at www.sedar.com.

We value your opinion and participation in the Meeting as a shareholder of Superior Gold. Please review the accompanying Circular before voting as it contains important information about the Meeting. It is important that you exercise your vote, by completing and returning the enclosed form of proxy or voting instruction form. You can also vote at the Meeting as detailed in the accompanying Circular. Any questions regarding voting your common shares should be directed to TSX Trust Company, the transfer agent of the Company, who can be reached by toll-free telephone at 1-866-600-5869 or by email at tsxtis@tmx.com. Any proxies to be used or acted on at the Meeting must be received by the transfer agent no later than

10:00 a.m. (Toronto time) on June 21, 2022, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjourned or postponed Meeting.

DATED at Toronto, Ontario this 10th day of May, 2022.

By Order of the Board of Directors

(signed) Chris Jordaan

Chris Jordaan
Chief Executive Officer & Director

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GENERAL INFORMATION RESPECTING THE MEETING

Solicitation of Proxies

This management information circular (the "**Circular**") has been prepared for the holders of common shares ("**shareholders**") of Superior Gold Inc. ("**Superior Gold**" or the "**Company**") in connection with the solicitation of proxies by the management of Superior Gold for use at the annual general and special meeting of the shareholders (the "**Meeting**") to be held as a virtual only meeting via live audio webcast online at <https://virtual-meetings.tsxtrust.com/1323> on June 23, 2022, at 10:00 a.m. (Toronto time), for the purposes set out in the accompanying notice of meeting (the "**Notice of Meeting**"). References in this Circular to the Meeting include any adjournment(s) or postponement(s) thereof.

Unless otherwise stated, the information contained in this Circular is current as at May 10, 2022. Unless otherwise stated, all dollar amounts in this Circular are expressed in Canadian dollars. References to "U.S. dollars", "USD" or "US\$" are to United States dollars. References to "CAD" or "C\$" are to Canadian dollars. References to "AUD" or "AUD\$" are to Australian dollars.

The record date for the Meeting is May 4, 2022 (the "**Record Date**"). The Record Date is the date for determining the shareholders entitled to receive notice of, and to vote at, the Meeting.

Executed forms of proxy for Superior Gold must be received by TSX Trust Company, the transfer agent of the Company, by 10:00 a.m. (Toronto time) on June 21, 2022, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any scheduled, adjourned or postponed Meeting. Proxies may also be delivered by fax to TSX Trust Company at 1-416-595-9593, or may be scanned and sent by email to tsxtrustproxyvoting@tmx.com.

This proxy solicitation is made on behalf of the management of Superior Gold. It is expected that the solicitation of proxies will be made primarily by mail and supplemented by telephone or other personal contact by directors, officers, employees and agents of the Company without special compensation. The costs of this proxy solicitation will be borne entirely by Superior Gold.

The persons named in the form of proxy are directors or officers of Superior Gold. Each shareholder has the right to appoint a proxyholder other than the persons designated in the applicable form of proxy furnished by Superior Gold, who need not be a shareholder, to attend and act for such shareholder and on such shareholder's behalf at the Meeting. To exercise such right, the name of the person designated by management should be crossed out and the name of the shareholder's appointee should be legibly printed in the blank space provided.

Superior Gold urges shareholders to review this Circular before voting.

Notice-and-Access

Public companies are permitted to advise their shareholders of the availability of information circulars and related meeting materials on an easily-accessible website rather than mailing physical copies. The use of this alternative means of delivery is more environmentally friendly as it helps to reduce paper use and the Company's carbon footprint, as well as the Company's printing and mailing costs. As in past years, the Company has decided to deliver this Circular to shareholders by posting it on the website found at <https://docs.tsxtrust.com/2031>. This Circular and related meeting materials will also be available on SEDAR at www.sedar.com. All shareholders will also receive a notice-and-access notification which will contain information on how to obtain electronic and paper copies of this Circular in advance of the Meeting.

Shareholders who wish to receive paper copies of this Circular may request copies at no cost by calling toll-free at 1-866-600-5869 or by emailing tsxtis@tmx.com up to the date of the Meeting or any adjournment or postponement thereof, or thereafter by contacting the Company at 647-925-1290.

To receive paper copies in advance of the Meeting date, shareholders must submit requests for printed copies to Superior Gold at least five business days in advance of the proxy deadline of June 21, 2022. Requests must therefore be received no later than June 14, 2022.

Voting Process – Registered Shareholders

Voting

A form of proxy will accompany the Notice of Meeting or the notice and access notification sent to registered shareholders. The persons named in the form of proxy are officers and/or directors of Superior Gold.

Registered shareholders at the close of business on the Record Date (being May 4, 2022) may vote their common shares in the following manners:

(a) Voting at the Meeting:

Registered shareholders and duly appointed proxyholders may vote at the virtual Meeting by following the instructions provided in HOW TO ATTEND AND VOTE AT THE MEETING below.

(b) Voting by Internet

Registered shareholders may submit their proxy and vote via the internet by visiting www.voteproxyonline.com and following the instructions on screen. You will be required to enter your 12-digit control number, which is indicated on your form of proxy.

(c) Voting by mail, fax or email:

Complete and sign the form of proxy and return it to TSX Trust Company using the enclosed business reply envelope, or fax it to 1-416-595-9593 or scan and email it to tsxtrustproxyvoting@tmx.com.

If you return your proxy by mail, fax or email, you can appoint another person than the persons named in the form of proxy, who need not be a shareholder, to represent you at the Meeting by inserting such person's name in the blank space provided in the form of proxy and striking out the name of the person listed in the form of proxy. A shareholder appointing a proxyholder may indicate the manner in which the appointed proxyholder is to vote regarding any specific item by checking the space opposite the item on the proxy. If the shareholder giving the proxy wishes to confer discretionary authority regarding any item of business, the space opposite such item should be left blank. The common shares represented by the proxy submitted by a shareholder will be voted for, withheld from voting or voted against in accordance with the directions, if any, given in the proxy.

If you return your proxy by mail, fax or email, complete your voting instructions and date and sign the form. Make sure the person you appoint, if any, is aware that he or she has been appointed, registers their appointment with TSX Trust Company in accordance with the below and virtually attends the Meeting in order for your common shares to be voted.

If you appoint a person (other than the persons named in the form of proxy) to represent you at the Meeting in accordance with the above, that person will need to visit the TSX Trust Company website to complete the Request for a Control Number Form at <https://tsxtrust.com/resource/en/75> and then mail the completed form to tsxtrustproxyvoting@tmx.com, who will provide a unique control number to be used to access the meeting as a duly appointed proxyholder in order to participate and vote at the Meeting in accordance with the instructions provided in the section entitled HOW TO ATTEND AND VOTE AT THE MEETING below. It is the responsibility of the shareholders to advise their proxy (the person they appoint) to visit the TSX Trust Company site and submit the form in accordance with the above to request a control number. Without a valid control number, proxyholders will not be able to submit questions or vote at the Meeting.

The deadline for receiving duly completed and executed forms of proxy for voting by proxy or for voting at the Meeting is by 10:00 a.m. (Toronto Time) on June 21, 2022, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjourned or postponed Meeting. The time limit for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

Revocation of Proxies

A proxy given by a registered shareholder for use at the Meeting may be revoked at any time prior to its use. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing or, if the shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. Any such instrument revoking a proxy must be deposited at the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting, or an adjournment or postponement thereof. A previously-submitted proxy can also be revoked by submitting another proxy with a later date, the latter of which would constitute the shareholder's voting instructions instead of the former.

Exercise of Discretion by Proxies

The persons named in the form of proxy will vote, withhold from voting or vote against the common shares in respect of which they are appointed in accordance with the direction of the shareholders appointing them. If the shareholder specifies a choice with respect to any matter to be acted upon, the shareholder's common shares will be voted accordingly. **In the absence of such direction, the relevant common shares will be voted FOR all the matters described herein.**

The enclosed form of proxy also confers discretionary authority upon the persons named therein to vote with respect to any amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters which may properly come before the Meeting in such manner as the nominee in his or her judgment may determine. At the date hereof, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

Voting Process – Non-Registered Shareholders

Only registered shareholders of Superior Gold or the persons they appoint as their proxyholders are permitted to vote at the Meeting. Many shareholders are "non-registered" shareholders ("**Non-Registered Shareholders**") because the common shares they beneficially own are not registered in their names but are instead either (i) registered in the name of an intermediary that the Non-Registered Shareholder deals with in respect of the common shares, such as, among others, brokerage firms, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans (the "**Intermediary**" or "**Intermediaries**"), or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant.

Non-Registered Shareholders should carefully follow the instructions of their Intermediary, including those regarding when and where the voting instruction form is to be delivered.

Notice-and-Access

In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators ("**NI 54-101**"), the Company is using notice-and-access to send proxy-related materials for use in connection with the Meeting to Non-Registered Shareholders using the "direct" sending procedures set out in NI 54-101. Accordingly, the Company has distributed copies of the proxy related materials to TSX Trust Company to distribute directly to the Non-Registered Shareholders. The Company will pay for an Intermediary to deliver such meeting materials to the Non-Registered Shareholders who are "OBOs" (as defined in NI 54-101).

These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the issuer or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these

materials to you directly, the issuer (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

Notice-and-access is a set of rules for reducing the volume of materials that must be physically mailed to shareholders by posting the Circular and additional materials online. Non-Registered Shareholders will still receive the Notice of Meeting and may choose to receive paper copies of this Circular and other meeting materials. Details are included in the Notice of Meeting. This Circular, the Notice of Meeting and a form of proxy are available on the Company's SEDAR profile at www.sedar.com and on a website established by the Company's transfer agent to hold these materials at <https://docs.tsxtrust.com/2031>. Shareholders are reminded to review these online materials when voting. Non-Registered Shareholders may choose to receive paper copies of such materials by contacting TSX Trust Company at the toll-free number 1-866-600-5869 or by emailing tmxtis@tmx.com. In order to receive paper copies before the proxy deadline, requests must be received no later than June 14, 2022.

How to vote by proxy

If you are a Non-Registered Shareholder, your name and address will appear on the voting instruction form sent to you by your Intermediary. A Non-Registered Shareholder may vote or appoint a proxy by mail, fax, email or internet in accordance with the instructions provided in the voting instruction form. Your Intermediary, as registered holder, will submit the vote or proxy appointment to the Company on your behalf. You cannot use the voting instruction form provided to you by your Intermediary to vote common shares directly at the Meeting. You must submit your voting instruction form in accordance with the instructions and within the time limits set by your Intermediary.

How to vote at the Meeting

Although as a Non-Registered Shareholder you may not be recognized directly at the Meeting for the purposes of voting common shares registered in the name of your Intermediary, you, or a person designated by you, may virtually attend the Meeting as proxyholder for your Intermediary and vote your common shares in that capacity. **If you wish to attend at the Meeting and indirectly vote your common shares as proxyholder for your Intermediary, or have a person designated by you do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the voting instruction form provided to you and return the same to your Intermediary in accordance with the instructions provided by such Intermediary in advance of the Meeting.**

If you appoint yourself or another person (other than the persons named in the form of proxy or the voting instruction form) to represent you at the Meeting, you or the person you appoint will need to visit the TSX Trust Company website to complete the Request for a Control Number Form at <https://tsxtrust.com/resource/en/75> and then mail the completed form to tsxtrustproxyvoting@tmx.com, who will provide a unique control number to be used to access the meeting as a duly appointed proxyholder in order to participate and vote at the Meeting in accordance with the instructions provided in the section entitled HOW TO ATTEND AND VOTE AT THE MEETING below. It is the responsibility of the shareholders to contact or advise their proxy (the person they appoint) to visit the TSX Trust Company site and submit the form in accordance with the above to request a control number. Without a valid control number, shareholders and duly appointed proxyholders will not be able to submit questions or vote at the Meeting.

Revocation of Voting Instruction Form

A Non-Registered Shareholder may revoke a voting instruction form given to an Intermediary by contacting the Intermediary through which the Non-Registered Shareholder's common shares are held and following the instructions of the Intermediary respecting the revocation of voting instruction forms. In order to ensure that an Intermediary acts upon a revocation of a voting instruction form, the written notice should be received by the Intermediary well in advance of the Meeting.

Voting Securities and Principal Shareholders

In accordance with the provisions of the Business Corporations Act (Ontario) (the "OBCA"), the Company will prepare a list of holders of Common Shares at the close of business on the Record Date. The Record Date for the determination of shareholders entitled to receive notice of, and to vote at, the Meeting is May 4, 2022. Each

registered shareholder on the Record Date will be entitled to vote at the Meeting or any adjourned or postponed Meeting. As at the close of business on the Record Date, 123,035,058 common shares of Superior Gold were issued and outstanding. Each common share entitles the holder to one vote on all matters to be acted on at the Meeting.

Except as noted below, to the knowledge of the directors and executive officers of Superior Gold, as at the Record Date, no person or company beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of Superior Gold.

HOW TO ATTEND AND VOTE AT THE MEETING

While it is the Company's intention to resume holding in-person meetings under normal circumstances, the Meeting will be a completely virtual meeting of shareholders via live audio webcast in order to deal with the impact of the COVID-19 pandemic on public health and mitigate risks to the health and safety of our employees, communities and shareholders. **Shareholders will not be able to attend the Meeting in person.** Instead, registered shareholders and duly appointed proxyholders will be able to virtually attend, participate and vote at the Meeting on the date and time of the Meeting (being June 23, 2022, at 10:00 a.m.) in accordance with the following instructions:

Log in online at <https://virtual-meetings.tsxtrust.com/1323>.

Click on "I have a control number / meeting access number".

Enter your 12-digit unique control number indicated on the form of proxy received from TSX Trust Company or received by a duly appointed proxyholder from TSX Trust Company, the transfer agent of the Company. If you do not have a valid control number, while you will be able to attend the Meeting as a guest by clicking "I am a guest" and completing the registration card, you will not be able to submit questions or vote.

Enter the password: superior2022 (case sensitive) and accept the terms and conditions before the start of the Meeting.

Vote when prompted by the Chairman. Once the Chairman has announced that polls are open, click the "Voting" button on the left side of your screen and submit your votes accordingly.

Just as they would be at an in-person meeting, registered shareholders and duly appointed proxyholders who log in to the Meeting will be able to listen to the Meeting, submit questions online and vote virtually, all in real time, provided they are connected to the internet and comply with all of the requirements set out in this Circular.

Registered shareholders and duly appointed proxyholders must be connected to the internet at all times in order to participate and vote at the Meeting. Attendees must use the latest internet browser version available. Do not use Internet Explorer. It is your responsibility to ensure that you have a valid unique control number and remain connected to the internet at all times for the duration of the Meeting in order to vote when balloting commences. You should allow ample time to login to the Meeting online and complete any required check-in procedures. If you lose connectivity once the Meeting has commenced, there may be insufficient time to resolve your issue before ballot voting is completed. There can be no assurances that technical difficulties will not arise during the Meeting, which technical difficulties may prevent registered shareholders and duly appointed proxyholders from voting or submitting questions and from following the progress of the Meeting. Therefore, even if you currently plan to access the Meeting and vote during the live audio webcast, the Company encourages you to consider voting your common shares in advance by mail, online, fax or email (as further described below) so that your votes will be counted in the event you experience any technical difficulties or are otherwise unable to access the Meeting. Providing your voting instructions to the persons named in the form of proxy or appointing another person as your proxy will ensure your vote is counted at the Meeting even if you later decide not to attend the Meeting or are unable to access the Meeting in the event of technical difficulties.

BUSINESS OF THE MEETING

Presentation of Financial Statements

The Company's Financial Statements and related MD&A are available on SEDAR as well as on the Company's website. The Financial Statements and the report of the auditor thereon will be placed before the Shareholders at the Meeting.

Election of Directors

The Company's executive management team is supervised by the Board of Directors of Superior Gold (the "**Board**") as per the OBCA. The articles of incorporation of the Company provide that the Board is comprised of a minimum of three and a maximum of ten members. The Board has determined that the number of directors to be elected at the Meeting is five. The Board is currently constituted with four individuals who qualify as independent directors in accordance with applicable Canadian securities laws, as determined by the Board, and one member (Chris Jordaan) who is not independent by virtue of his role as Chief Executive Officer of the Company. If elected, Michael Pesner will also qualify as an independent director. In accordance with the Company's by-laws, in the case of an equality of votes, the chairman of the meeting of the Board shall not be entitled to a second or casting vote.

At the Meeting, the Company proposes to nominate the following five persons (listed in the tables below) for election to the Board: René Marion, Tamara Brown, Damien Marantelli and Chris Jordaan (each of which currently serve as directors), and Michael Pesner, who is being nominated for the first time as a director (collectively, the "**Nominees**"). Each of the Nominees, if elected, will serve until the close of the next annual meeting of shareholders or until his or her successor is elected or appointed, unless earlier resigned or otherwise removed from office. Management does not contemplate that any of the Nominees will be unable to serve as a director. However, if a Nominee should be unable to so serve for any reason prior to the Meeting, the persons named in the enclosed proxy reserve the right to nominate and vote for the election of another individual in their discretion.

Unless authority to do is withheld, the persons named in the form of proxy intend to vote FOR the election of each of the Nominees.

Director Information

The following tables presents information regarding each of the Nominees.

	René Marion Age: 59, Location: British Columbia, Canada Director Since: September 2017 Status: Independent		
	Mr. Marion has over 30 years of diversified management and senior technical experience with resource industry expertise in operations, mineral exploration, and mine development, along with a successful history of corporate development. Mr. Marion was most recently President, CEO and Director of AuRico Gold Inc. (" AuRico ") from 2007 to 2012, where he oversaw the acquisition and development of AuRico's flagship Young-Davidson Mine. Prior to AuRico, he held several senior positions with Barrick Gold Inc. for over 14 years including Vice-President of Russia and Central Asia, Vice-President Technical Services, and Vice-President and General Manager of Kahama Mining. Mr. Marion was Chairman of Richmond Mines Inc. to 2017, which successfully extended the high-grade reserves at its Island Gold operation, later acquired by Alamos Gold Inc. Mr. Marion is a member of the Professional Engineers of Ontario and holds a BScE in Mine Engineering from Queens University.		
Principal Occupation	Corporate Director		
Other Public Directorships	None		
Equity held as of the Record Date	Securities Held	Securities Value at Risk ⁽¹⁾	Options
	Common Shares – 100,000 RSUs – Nil PSUs – Nil DSUs – 116,438	\$245,372	200,000

	Phantom DSUs – 44,596		
Board and committee participation in 2021	Board – 100% Audit Committee (Chair) – 100% Compensation and Nominating Committee (Chair to June 30, 2021) – 100%		

	Tamara Brown Age: 49, Location: Ontario, Canada Director Since: December 2016 Status: Independent		
	Ms. Brown is a mining industry professional with over 20 years' experience in the mining and financial sectors. Ms. Brown was Interim Chief Executive Officer of the Company from July 2020 to June 2021. Prior to being the Interim Chief Executive Officer of the Company, she was the Vice President of Investor Relations and Corporate Development (Americas) of Newcrest Mining Limited. From 2015 to 2018, Ms. Brown was Vice President of Corporate Development of Primero Mining Corp. and from 2010 to 2015 was Vice President, Investor Relations for Primero. From 2009 to 2010, Ms. Brown was Director of Investor Relations for IAMGOLD Corporation. Previously, Ms. Brown was an investor relations consultant for several junior exploration companies, partner of a boutique investment banking firm and a professional engineer in the mining industry. She graduated with a Bachelor of Engineering degree from Curtin University in Australia and has completed the Chartered Business Valuator course at York University.		
Principal Occupation	Corporate Director		
Other Public Directorships	Titan Minerals Ltd. - ASX		
Equity held as of the Record Date	Securities Held	Securities Value at Risk ⁽¹⁾	Options
	Common Shares – 523,000 RSUs – Nil PSUs – Nil DSUs – 123,287 Phantom DSUs - Nil	\$607,510	1,200,000
Board and committee participation in 2021	Board – 100% Audit Committee – 100% Compensation and Nominating Committee (Chair from July 1, 2021) – 100%		

	Damien Marantelli Age: 61, Location: Western Australia, Australia Director Since: January 18, 2021 Status: Independent		
	Mr. Marantelli is an experienced mining engineer with extensive operational and leadership experience across a variety of commodities and 40 years of international mining industry experience. Mr. Marantelli's most recent roles have been Chief Executive Officer and Director of Metals X, Chief Operating Officer of Primero Mining and senior management positions with First Quantum Minerals, Inmet Mining and WMC Resources. Previously, Mr. Marantelli held the role of General Manager of the Sentinel copper mine in development by First Quantum Minerals. He was also the Managing Director of First Quantum Minerals' (previously Inmet Mining's) Las Cruces copper mine and the Managing Director of the Çayeli underground copper and zinc mine. Prior to this, Mr. Marantelli was the General Manager of BHP Billiton's (previously WMC Resources) Mount Keith operations.		
Principal Occupation	Corporate Director		
Other Public Directorships	None		
Equity held as of the Record Date	Securities Held	Securities Value at Risk ⁽¹⁾	Options
	Common Shares - 60,000 RSUs – Nil PSUs – Nil DSUs – Nil Phantom DSUs - Nil	\$56,400	200,000 ⁽³⁾
Board and committee participation in 2021 ⁽³⁾	Board – 86%		

	<p>Chris Jordaan Age: 53, Location: Western Australia, Australia Director Since: July 1, 2021 Status: Not Independent</p> <p>Mr. Jordaan has 30 years of international processing and mining industry experience. He has extensive management and operations expertise at global senior and mid-tier mining companies. Mr. Jordaan was most recently with Newcrest Mining Ltd., Australia's largest gold miner, as Programme Director for transformation of PNG operations, General Manager of Lihir Gold Mine, one of the world's largest gold mines and Chief Performance Officer. Prior to that, he was the CEO of International Ferro Metals Limited, an LSE listed chrome mining and smelting company. Mr. Jordaan holds a Masters degree in both Mechanical Engineering and Business Administration.</p>		
Principal Occupation	Chief Executive Officer of the Company		
Other Public Directorships	None		
Equity held as of the Record Date	Securities Held	Securities Value at Risk ⁽¹⁾	Options
	Common Shares – Nil RSUs – Nil PSUs – Nil	\$Nil	1,000,000
Board and committee participation in 2021 ⁽⁴⁾	Board – 100%		

	<p>Michael Pesner Age: 79, Location: Quebec, Canada Director Since: N/A Status: Independent</p> <p>Mr. Pesner is President of Hermitage Canada Finance Inc., a company he founded in 2002 that provides financial advisory, mergers and acquisitions as well as financial advisory services to public and private corporations in diverse industries and effective April 1, 2022, Director of Capital Market Investments with 12700069 Canada Inc. Prior to that, he spent 26 years at KPMG and predecessor firms where he accumulated a considerable amount of experience in financial management, corporate governance, and investment banking, including M&A transactions as well as debt and equity financing. His past and present directorship experience includes KPMG, David's Tea, Fonds Régional de Montréal, FTQ, Richmond Mines, SAQ (Société des alcools du Québec) and Wallbridge Mining to name just a few. His roles in various capacities including Lead Director and Audit Committee Chair, at such high-profile organizations earned him the distinction of being named as one of Quebec's Top 10 Corporate Directors in Les Affaires newspaper.</p>		
Principal Occupation	Corporate Director		
Other Public Directorships	Dominion Water Resources Corp. - CSE Smart Employee Benefits Inc. – TSX-V Tenet Fintech Group Inc. - CSE Wallbridge Mining Company Limited - TSX		
Equity held as of the Record Date	Securities Held	Securities Value at Risk ⁽¹⁾	Options
	Nil	Nil	Nil
Board and committee participation in 2021	N/A		

Notes:

- (1) Value at Risk includes the aggregate value of Common Shares, RSUs, PSUs, DSUs and Phantom DSUs based on the closing price of the Company's common shares on the TSX-V as of the Record Date (being \$0.94).
- (2) The information as to the number of securities beneficially owned or over which control or direction is exercised has been obtained by the Company from publicly disclosed information as of the Record Date and/or has been furnished by the respective Nominees and is not otherwise within the knowledge of the Company.
- (3) Mr. Marantelli became a director on January 18, 2021. Mr. Marantelli was granted 200,000 options on April 14, 2021, subsequent to his appointment.
- (4) Mr. Jordaan was appointed CEO and director on July 1, 2021, and was granted 1,000,000 options on August 12, 2021, subsequent to his appointment.

Cease Trade Orders, Bankruptcies, Penalties, Sanctions or Conflicts of Interest

Cease Trade Orders

To the knowledge of the Company, no director or executive officer of the Company (nor any personal holding corporation of any of such persons) is, as of the date of this Circular, or was within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any corporation (including the Company), that:

- (i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any statutory exemptions for a period of more than 30 consecutive days except for Michael Pesner who was a director of Quest Rare Minerals Ltd. and on January 31, 2017, the Autorité des marchés financiers issued a management cease trade order related to non-compliance in certain respects with National Instruments 51-102 and 43-101 which cease trade order was revoked on March 14, 2017. On January 11, 2021, Le Chateau Inc., a company of which Mr. Pesner was a member of the Board of Directors, received a failure-to-file cease trade order for delay in the filing of unaudited interim financial statements and management's discussion and analysis for the three and nine month periods ending October 31, 2020.
- (ii) was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days except for Michael Pesner who resigned from the board of directors of Liquid Nutrition Inc. on June 5, 2015. On June 12, 2015, June 24, 2015 and September 23, 2015, the Securities Commissions of the Provinces of Alberta, Ontario and British Columbia issued cease trade orders against Liquid Nutrition Inc. for default of filing its financial statements and management's discussion and analysis for the interim period ended March 31, 2015.

Bankruptcies

No director or executive officer of the Company (nor any personal holding corporation of any of such persons), or shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company, (i) is as of the date of this Circular or has been within 10 years before the date of this Circular, a director or executive officer of a corporation (including the Company) that while that person was acting in such capacity or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (ii) has within the 10 years before the date of this Circular become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or has been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such director, executive officer or shareholder, except with respect to Michael Pesner who was a director of Quest Rare Minerals Ltd., which filed a notice of Intention to Make a Proposal under the Bankruptcy and Insolvency Act (Canada). On March 2, 2018, the court approved the Proposal dated January 3, 2018, as amended on January 11, 2018 which was accepted at the meeting of creditors held on January 24, 2018. Mr. Pesner was a director of Le Chateau Inc, which on October 23, 2020 filed an application under the Companies' Creditors Arrangement Act (Canada). On December 17, 2020, the Court rendered an order appointing PriceWaterhouseCoopers Inc. as receiver to a limited number of Le Chateau's assets. On June 25, 2021, Mr. Pesner resigned as a director of Le Chateau Inc. On September 2, 2021, 2175371 Canada Inc., formerly Le Chateau Inc., filed an assignment in bankruptcy and PricewaterhouseCoopers Inc. was appointed trustee.

Penalties or Sanctions

To the knowledge of the Company, no director or executive officer of the Company (nor any personal holding corporation of any of such persons), or shareholder holding a sufficient number of securities of the Company to affect materially the control of the Company, has been subject to: (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Conflicts of Interest

To the knowledge of the Company, there are no known existing or potential conflicts of interest between the Company and its directors or officers as a result of their outside business interests except that certain of the Company's directors and officers serve as directors and officers of other companies, and therefore it is possible that a conflict may arise between their duties to the Company and their duties as a director or officer of such other companies.

Additional Information Regarding the Board

For additional information regarding the Board, including compensation and corporate governance practices, see section entitled "2021 Executive Compensation", section entitled "Director Compensation" and section entitled "Corporate Governance Practices" below.

Appointment of Auditor

Shareholders will be asked to consider and, if deemed appropriate, approve an ordinary resolution to appoint KPMG LLP as auditor of Superior Gold to hold office until the close of the next annual general meeting of shareholders of Superior Gold. The resolution to approve the appointment of KPMG LLP as auditors will also authorize the directors to fix their remuneration. KPMG LLP has been the auditor of Superior Gold since July 4, 2016 (the date of the Company's incorporation).

Unless authority to do so is withheld, the persons named in the accompanying form of proxy intend to vote FOR the appointment of KPMG LLP as auditor of Superior Gold until the close of the next annual meeting of shareholders of Superior Gold and to authorize the directors to fix their remuneration.

OTHER BUSINESS OF THE MEETING

Re-Approval of the Stock Option Plan

Attracting, retaining and motivating talent is critical to achieving Superior Gold's strategic goals, including increasing shareholder value. Long-term incentives are a key element of the Company's total compensation package. The ability to grant various types of awards allows the Company to remain competitive in the marketplace and enables the link between pay outcomes and share price performance.

In 2021, the Compensation and Nominating Committee (the "**Compensation Committee**") retained Lane Caputo Compensation Inc. (the "**Consultant**"), an independent executive compensation consulting firm, to assist the Compensation Committee in reviewing executive officer and director compensation approaches in order to make recommendations surrounding potential changes to the Company's salary, annual bonus, and equity and equity linked incentive plans. See section entitled "Compensation and Nominating Committee Report."

Upon the recommendation of the Compensation Committee and the Consultant, on May 10, 2021, the Board approved the adoption of: (i) a 10% "rolling" stock option plan (the "**Stock Option Plan**"), (ii) a fixed number share unit plan with the maximum number of common shares issuable thereunder fixed at no more than 3,000,000 (the "**Share Unit Plan**" and together with the Stock Option Plan, the "**Share Incentive Plans**"), and (iii) a new, cash-settled-only, deferred share unit plan (the "**Phantom Unit Plan**"). Shareholders of the Company approved the Share Incentive Plans at the last shareholder meeting held on June 24, 2021. The Phantom Unit Plan is a cash-based settled only plan, with no ability to settle units in common shares from treasury and Shareholders were not required to approve the Phantom Unit Plan.

The Share Incentive Plans, together with the Phantom Unit Plan, replaced the previous omnibus equity incentive plan of the Company (the "**Legacy Omnibus Plan**"). Awards previously granted under the Legacy Omnibus Plan remain outstanding and governed by the respective terms of such plan; however, no new awards will be granted under the Legacy Omnibus Plan. The change and approval of the Share Incentive Plans in 2021 were made concurrent with other aspects of compensation arrangements recommended by the Compensation Committee and the Consultant, namely: (i) a non-employee director limit on equity grants; (ii) a minimum shareholding requirements for NEOs; and (iii) a compensation clawback policy.

The aggregate number of common shares issuable under all of the Company's security based compensation plans including the Stock Option Plan, the Share Unit Plan and the Legacy Omnibus Plan cannot exceed 10% of the issued and outstanding common shares.

As the Stock Option Plan is considered a "rolling" plan, the TSX Venture Exchange (the "**TSX-V**" or the "**Exchange**") requires the Company to obtain the approval of its shareholders on an annual basis. A copy of the Stock Option Plan is attached hereto as Schedule "A". Conversely, absent any proposed amendments, the Exchange does not require the Company to obtain shareholder approval on an annual basis for the Share Unit Plan, but only upon the latter's implementation. No amendments to the Share Unit Plan are contemplated. Accordingly, at the Meeting, shareholders will be asked to consider, and if deemed appropriate, approve an ordinary resolution of shareholders re-approving the Stock Option Plan.

Stock Option Plan

The following is a description of the key terms of the Stock Option Plan, which is qualified in its entirety by reference to the full text of the Stock Option Plan, attached hereto as Schedule "A".

Purpose

The purpose of the Stock Option Plan is to give the Board the ability to provide the Company's and its subsidiaries' directors, officers, employees and consultants (the "**SOP Participants**") with the opportunity to participate in the progress of the Company by granting options ("**Options**") to purchase common shares to such individuals.

Eligibility

Pursuant to the Stock Option Plan, directors, including Non-Employee Directors (as defined below), officers, employees and consultants of the Company and its subsidiaries are eligible to receive Options.

Exercise Price and Terms of Options

The exercise price for each Option is the greater of (i) the volume-weighted average trading price of the common shares on the Exchange for the five trading days immediately prior to the date of grant as reported by the TSX-V; and (ii) the closing price of the common shares on the TSX-V on the trading day immediately prior to the date of grant. The expiry date for each Option cannot be more than five years from the date of grant. All Options are non-assignable and non-transferable, and subject to such vesting provisions as the Compensation Committee or the Board may determine in its sole discretion. Except where not permitted by the TSX-V, where an Option expires during a blackout period, the term of such Options will be extended to the end of the applicable black-out period.

General Rules

Options granted in accordance with a SOP Participant's employment agreement (if applicable) shall be subject to the terms and conditions of the Stock Option Plan. Prior to the grant or issuance of any Options under the Stock Option Plan, the Company and each SOP Participant to whom any Options are proposed to be issued are responsible for ensuring and confirming that each such SOP Participant is a *bona fide* SOP Participant.

Limits on Option Grants

The maximum number of common shares which may be issuable pursuant to Options granted under the Stock Option Plan, together with all of the Company's other share compensation arrangements, in aggregate, is 10% of the total number of issued and outstanding common shares as of the date of grant on a non-diluted basis.

Unless the Company has obtained the requisite Disinterested Shareholder Approval (as defined in the Stock Option Plan), the maximum number of common shares which may be issuable to any one option holder (the "**Optionee**") (other than a consultant or a person providing investor relations activities) under the Stock Option Plan, together with all of the Company's other security-based compensation arrangements, within any one year period, is 5% of the total number of issued and outstanding common shares at the time of grant.

The maximum number of common shares which may be issued to any one consultant under the Stock Option Plan, together with all of the Company's other security-based compensation arrangements, in any one year period may not exceed 2% of the issued and outstanding common shares at the time of grant.

The maximum number of common shares reserved for issuance to all persons retained to provide investor relations activities within any one year period shall not, in aggregate, exceed 2% of the total number of outstanding common shares granted under all of the Company's security-based compensation arrangements.

The maximum number of common shares which may be issued to all Insiders of the Company collectively under the Stock Option Plan, together with all of the Company's other security-based compensation arrangements, is 10% of the issued and outstanding common shares at the time of grant. In addition, the maximum number of common shares which may be issued to all Insiders of the Company collectively under the Stock Option Plan, together with all of the Company's other security-based compensation arrangements, in any 12-month period may not exceed 10% of the issued and outstanding common shares at the time of grant.

In addition to the foregoing, the maximum number of common shares which may be issuable pursuant to Options granted under the Stock Option Plan, together with all of the Company's other security-based compensation arrangements, to "**Non-Employee Directors**" (being those directors of the Company who are also not employees or executive officers of the Company) shall be limited such that:

- (a) the annual grant of Options under the Stock Option Plan, together with any other security-based incentive awards under the Company's other security-based compensation arrangements, to any one Non-Employee Director shall not exceed \$150,000 in value (based on a Black-Scholes calculation or such other similar and acceptable methodology, applied consistently and appropriately as determined by the Board), of which no more than \$100,000 may comprise Options; and,
- (b) the maximum number of common shares that may be made issuable pursuant to the annual grant of Options under the Stock Option Plan, together with any other share-based incentive awards under the Company's other security-based compensation arrangements shall not exceed an aggregate reserve per year of 1% of the total number of issued and outstanding common shares for all Non-Employee Directors.

Termination of Affiliation

Where an Optionee ceases to be employed or engaged by the Company, subject to the discretion of the Compensation Committee, each Option held by the Optionee will be exercisable in respect of that number of shares that have vested pursuant to the terms of the option agreement governing such Option at any time up to but not after the earlier of (i) the expiry date of the Option, and (ii) the date which is 90 days after the Optionee ceases to be an officer, an employee or a consultant, or such longer period as determined by the Compensation Committee, provided that the Compensation Committee may not extend the period of exercise beyond the date that is 12 months after the applicable termination date.

If an Optionee is terminated by the Company, other than for Cause (as defined in the Stock Option Plan), the Optionee will be entitled to exercise that number of Options that have vested pursuant to the terms of the option agreement governing such Option as at the termination date (and for Options that have not fully vested at the termination date, such number of unvested Options shall immediately expire and shall be cancelled and forfeited to the Company on the applicable termination date) at any time up to but not after the earlier of (i) the expiry date of the Option, and (ii) the date which is 90 days after the termination date, or such longer period as determined by the Compensation Committee, provided that the Compensation Committee may not extend the period of exercise beyond the date that is 12 months after the applicable termination date.

If the Optionee ceases to be a director, officer or other SOP Participant of the Company due to death or disability or, in the case of an Optionee that is a company, the death or disability of a person who provides management or consulting services to the Company or to any entity controlled by the Company, subject to the discretion of the Compensation Committee, each Option held by the Optionee will be deemed to have vested immediately and such

Options will be exercisable by the Optionee's legal representatives at any time up to but not after the earlier of (i) the expiry date of the Option, and (ii) the date which is 12 months after the date of death or disability.

Where an Optionee ceases to be employed or engaged by the Company for Cause, each Option held by the applicable Optionee will be exercisable in respect of that number of Options that have vested pursuant to the terms of the option agreement governing such Option at any time up to but not after the earlier of (x) the expiry date of that Option, and (y) the date which is 30 days following the termination date for Cause.

Where an Optionee voluntarily Retires (as defined in the Stock Option Plan), subject to the discretion of the Compensation Committee, each Option held by the Optionee that is exercisable at the termination date for Retirement shall continue to be exercisable in respect of that number of Options that have vested pursuant to the terms of the option agreement governing such Option at any time up to (i) the expiry date of the Option and (ii) the date which is 180 days after the termination date for Retirement, or such longer period as determined by the Compensation Committee, provided that the Compensation Committee may not extend the period of exercise beyond the date that is 12 months after the applicable termination date.

Adjustments, Change of Control and Acceleration of Vesting

The Stock Option Plan contains an adjustment mechanism to alter the exercise price or number of common shares issuable under the Stock Option Plan upon a share reorganization, special distribution or corporate reorganization.

In the event of a Change of Control (as defined in the Stock Option Plan) and within 24 months of such Change of Control the Company terminates the employment of the holder of Options for any reason other than just Cause, then all of the Optionee's Options will immediately vest on the termination date.

Notwithstanding the foregoing, the Compensation Committee may: (i) in the event of a Change of Control, determine that all outstanding Options shall be cancelled upon a Change of Control, and that the value of such Options, as determined by the Compensation Committee in accordance with the terms of the Stock Option Plan and the applicable Option agreements, shall be paid out in cash in an amount based on the Change of Control Price (as defined in the Stock Option Plan) within a reasonable time subsequent to the Change of Control, subject to the approval of the TSX-V; or (ii) determine in good faith prior to the occurrence of a Change of Control that any Option shall be honored or assumed, or new rights substituted therefor by any successor to the Company.

The foregoing provisions on change of control and acceleration of vesting are consistent, in all material respects, with the provisions of the existing Legacy Omnibus Plan.

Amendments

The Stock Option Plan contains provisions which set out circumstances where Shareholder approval will not be required, including but not limited to: (i) altering, extending or accelerating the terms and conditions of vesting of any Options, (ii) accelerating the expiry date of Options, (iii) amending the definitions contained within the Stock Option Plan, other than with respect to eligibility to participate in the Stock Option Plan, (iv) subject to the applicable policies of the TSX-V, amending or modifying the mechanics of exercise of Options, (v) amendments of a housekeeping nature, (vi) amendments necessary to comply with the provisions of applicable laws, (vii) amendments necessary to suspend or terminate the Stock Option Plan or affecting the administration of the Stock Option Plan, and (viii) any other amendment, whether fundamental or otherwise, not requiring Shareholder approval under applicable law.

The Stock Option Plan contains amending provisions which set out circumstances where Shareholder approval will be required, including: (i) amendments that increase the number of common shares issuable under the Stock Option Plan, (ii) except in the case of an Insider, any reduction in the exercise price of Options or the cancellation and reissue of Options, (iii) except in the case of an Insider, the extension of the term of any Option beyond the original expiry date, (iv) amendments required to be approved by Shareholders under applicable laws, (v) amendments which would permit Options granted under the Stock Option Plan to be transferable or assignable other than for normal estate settlement purposes, (vi) amendments to the amendment procedures/provisions of the Stock Option Plan, and (vii) amendments to eligible SOP Participants that may permit the introduction or reintroduction of Non-Employee Directors on a discretionary basis or that increase the participation limits of such Non-Employee Director.

The Stock Option Plan also contains provisions which set out circumstances where Disinterested Shareholder Approval (as defined in the policies of the TSX-V) will be required, including (i) amendments to the Stock Option Plan that could result at any time in the number of common shares reserved for issuance under the Stock Option Plan to Insiders exceeding 10% of the outstanding issue, (ii) amendments to the Stock Option Plan that could result at any time in the issuance to Insiders, within a 12 month period, of a number of common shares exceeding 10% of the outstanding issue (iii) any reduction in the exercise price of an Option if the Optionee is an Insider at the time of the proposed amendment, (iv) any extension of the term of any Option beyond the original expiry date of Options if the Optionee is an Insider at the time of the proposed amendments, and (v) amendments requiring Disinterested Shareholder Approval under applicable law.

Approval

The Board considers that the ability to grant Options is an important component of its compensation strategy and is necessary to enable the Company to compete for and attract and retain qualified directors, officers, employees and consultants in the industry in which the Company operates. The Board therefore recommends that Shareholders vote "**FOR**" the resolutions approving the Stock Option Plan.

The Stock Option Plan has been conditionally approved by the TSX-V, subject to the receipt of customary documentation.

Accordingly at the Meeting, Shareholders will be asked to consider and, if deemed appropriate, to approve, with or without variation, an ordinary resolution, in substantially the following form:

"**BE IT RESOLVED** as an ordinary resolution of the shareholders of the Company, that:

1. The Stock Option Plan of the Company as disclosed in the management information circular of the Company dated May 10, 2022, be and is hereby re-approved, ratified and confirmed; and
2. any one director or officer of the Company be and is hereby authorized and directed to do such things and to execute and deliver all such instruments, deeds and documents, and any amendments thereto, as may be necessary or advisable in order to give effect to the foregoing resolution."

The Board has determined that the Stock Option Plan is in the best interests of the Company and its shareholders and recommends that shareholders vote FOR the resolution approving the Stock Option Plan.

Share Unit Plan

The Share Unit Plan was previously approved by the shareholders of the Company at the annual general and special meeting held on June 24, 2021. As noted above, the Share Unit Plan is a fixed plan, with the maximum number of common shares issuable thereunder fixed at no more than 3,000,000. In accordance with the policies of the TSX-V, shareholder approval of the Share Unit Plan is not required on an annual basis; however, any increase in the number of common shares available for issuance under the Share Unit Plan, among other amendments, will be subject to the Company obtaining the requisite shareholder and TSXV approval.

For a summary of the principal terms of the Share Unit Plan, please see "Narrative Discussion of Share Incentive Plans" below. The full text of the Share Unit Plan is included as Schedule "C" to the Company's management information circular dated May 10, 2021, a copy of which is available on SEDAR (www.sedar.com) under the Company's issuer profile.

Governance Overview

The Company's Board and management recognize the importance of good corporate governance to the effective management of Superior Gold and to the protection of the Company's employees and shareholders. The Company's corporate governance practices are designed to ensure that the business and affairs of Superior Gold are managed so as to enhance shareholder value and that they are in compliance with the applicable Canadian regulatory requirements. The Company will monitor developments in Canada with a view to further revising its governance policies and practices, as appropriate. Through the Company's growth, its governance practices and policies continue to evolve.

Pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("NI 58-101") the Canadian Securities Administrators have adopted guidelines for effective corporate governance. These guidelines address matters such as the constitution and independence of corporate boards, the functions to be performed by boards and their committees, the recruitment, effectiveness and education of board members and other items dealing with sound corporate governance practices. A description of Superior Gold's corporate governance practices are set out below, which includes a discussion of the principal matters discussed in NI 58-101. A copy of the Board's written mandate, which sets out the responsibilities and duties of the directors, is attached as Schedule "B" to this Circular. The Board's mandate is also available on Superior Gold's website at: www.superior-gold.com/corporate/corporate-governance.

Governance Practices

The Company's Board and Management value independence, accountability, transparency and honest and ethical behaviour and have developed policies and practices into the Company's corporate governance framework to reflect these values and maintain high corporate governance standards.

The Company is listed on the TSX Venture Exchange and is subject to the governance regulations, rules and standards applicable of a TSX Venture Issuer. Superior Gold's corporate governance practices meet or exceed the governance requirements of the TSX Venture and the Canadian Securities Administrators, including:

- National Instrument 52-110 - *Audit Committees* ("NI 52-110")
- National Policy 58-201 - Corporate Governance Guidelines
- National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("NI 58-101")
- National Instrument 52-109 - *Certification of Disclosure in Issuers' Annual and Interim Filings*

The key elements of Superior Gold's governance practices are:

- Independent Chair
- Majority Independent Board
- In-Camera Sessions
- Annual Board and Director Assessments
- Director Skills Matrix
- Written Board Mandate
- Written Board and Committee Charters

- Written Position Descriptions
- Whistleblower Policy and Hotline
- Equity Ownership Policy
- Compensation Recoupment (Clawback) Policy
- Code of Conduct and Ethics
- Separate Chair and CEO
- CEO is the only member of management on the Board
- Independent Committee Chairs
- Key Committees 100% Independent
- Directors with Diversity of background, skills, experience and gender

Composition of the Board of Directors

Independence of the Board

The Board, in consultation with the Compensation Committee, annually reviews the relationship between each director and the Company in order to determine if each director is or remains independent within the meaning of the corporate governance guidelines set out in NI 58-101. Of the current five member Board, four of the members (being Ms. Brown, Mr. Marantelli, Mr. Marion and Mr. Wellings) are currently independent within the meaning of NI 58-101. If elected, Mr. Pesner will also qualify as an independent director. Under NI 58-101, a director is independent if he or she has no direct or indirect material relationship with the Company or its subsidiaries. A "material relationship" is a relationship that, in the view of the Board, could be reasonably expected to interfere with a director's exercise of independent judgment. Mr. Jordaan is not considered to be independent because he is the Company's CEO. Ms. Brown was not considered to be independent for the period from July 31, 2020 to June 30, 2021 because she was the Company's Interim CEO.

The Board recognizes the importance of providing independent leadership. The Chair of the Board is an independent director. Mr. Marion, the current Chair of the Audit Committee is an independent director. Ms. Brown, the current Chair of the Compensation Committee is an independent director. The role of the Chair of the Board is to manage and provide leadership to the Board and to ensure that the policies and procedures adopted by the Board allow it to function independently of management. As described below under the heading "In Camera Sessions", the Board's mandate also provides for *in-camera* sessions of the independent directors, which are presided over by the independent Chair of the Board.

Other Public Company Directorships

The following table provides details regarding directorships held by Superior Gold's directors in other public companies as at the date of this Circular. None of the Company's directors serve together as directors on the boards of other public companies.

Director	Name of Reporting Issuer	Stock Exchange Listing
Tamara Brown	Titan Minerals Ltd.	ASX Exchange
Michael Pesner	Dominion Water Reserves Corp. Smart Employee Benefits Inc. Tenet Fintech Group Inc. Wallbridge Mining Company Limited	CSE TSX Venture Exchange CSE TSX

Position Descriptions

The Board has developed written position descriptions for the Chair of the Board, the CEO and for the CFO.

Chair of the Board

The Chair of the Board in 2021 was Mark Wellings, as a result of Mr. Wellings not standing for re-election it is expected that René Marion will become Chair of the Board following the Meeting. Mr. Wellings and Mr. Marion are both considered independent. The Chair of the Board is responsible for, amongst other things, providing leadership to the Board, being the liaison between the Board and management of the Company, and presiding over the meetings of the Board as well as the meetings of the shareholders of the Company.

Committees of the Board

The currently standing committees of the Board are the Audit Committee and the Compensation Committee. All of the committees report directly to the Board.

The Compensation Committee is currently comprised of Ms. Brown (Chair), Mr. Marion and Mr. Wellings, all of whom are considered independent. Mr. Marion was Chair of the Compensation Committee while Ms. Brown was considered not independent while she served as the Company's Interim CEO for the period from July 31, 2020 to June 30, 2021. The responsibilities of the Compensation Committee include assisting the Board in fulfilling its oversight responsibilities with respect to: (a) developing corporate governance guidelines and principles for the Company; (b) identifying individuals qualified to be nominated as members of the Board; (c) the structure and composition of Board committees; (d) evaluating the performance and effectiveness of the Board; (e) the establishment of key compensation policies, including all incentive and equity based compensation plans; (f) the performance evaluation of the Chief Executive Officer the Chief Financial Officer and the VP Operations, and determination of the compensation for the Chief Executive Officer, the Chief Financial Officer, the VP Operations and other senior executives of the Company; (g) succession planning, including the appointment, training and evaluation of senior management; and (h) compensation of directors.

It is anticipated that following the Meeting, the Company will establish a Technical Committee to be comprised of independent directors. The responsibilities of the Technical Committee will be intended to assist the Board in fulfilling its oversight responsibilities with respect to: (a) monitoring the development and implementation of systems and programs for the management of health, safety, environment and social responsibility (b) reviewing technical and operating matters pertaining to the exploration and development of the Company's mineral properties and any expansion or development of such properties from a technical, financial and scheduling perspective, including exploration, operation, and development activities; (c) monitoring technical related risks; (d) reviewing mineral reserves and mineral resources estimates and related disclosure; (e) reviewing technical reports; and (f) overseeing Management compliance with management systems relating to safety, environment, and social responsibility.

Additional Audit Committee Disclosure

Pursuant to National Instrument 52-110 – *Audit Committees ("NI 52-110")*, the Company is required to provide certain specific disclosure with respect to its Audit Committee including the text of the Audit Committee's charter, composition of the Audit Committee and the fees paid to the external auditor. Accordingly, the Company provides the following disclosure with respect to its Audit Committee:

Audit Committee's Charter

The charter of the Audit Committee is attached to this Circular as Schedule "C".

Composition of Audit Committee

The Audit Committee is comprised of Mr. Marion (Chair), Ms. Brown and Mr. Wellings, all of whom are considered independent. Ms. Brown was not considered to be independent for the period from July 31, 2020 to June 30, 2021 because she was the Company's Interim CEO. If elected, it is expected that Mr. Pesner will assume the role of Chair of the Audit Committee and the Audit Committee will be comprised of Mr. Pesner, Mr. Marantelli and Ms. Brown.

All members of the Audit Committee have been determined by the Board to be "financially literate" (as such terms are defined in NI 52-110), having the ability to understand and critically evaluate the financial statements of the Company.

The purpose of the Audit Committee is to assist the Company and the Board in fulfilling its oversight responsibilities with respect to financial reporting and disclosure requirements, the implementation of risk management and internal control over financial reporting and disclosure controls and procedures and external and internal audit processes. See "Director Information" for a description of the relevant education and experience of each Audit Committee member.

Audit Fees

The table below summarizes the aggregate fees billed by KPMG LLP, the auditors of the Company, for professional services rendered in each of the last two fiscal years.

KPMG LLP	January 1, 2021 to December 31, 2021	January 1, 2020 to December 31, 2020
Audit Fees ⁽¹⁾	\$388,648	\$386,239
Tax Fees ⁽²⁾	\$21,917	\$9,760
Other ⁽³⁾	-	\$31,565
Total	\$410,564	\$427,564

Notes:

- (1) Aggregate fees incurred to perform audit services for the Company's financial statements for the periods indicated.
- (2) Fees for non-audit tax services.
- (3) Fees for non-audit services other than tax include fees for the Company's bought deal public offering of common shares completed in October 2020.

Exemption

As the Company is listed on the Exchange, it is a "venture issuer" and may avail itself of exemptions from the requirements of Part 3 *Composition of the Audit Committee* and Part 5 *Reporting Obligations* of NI 52-110, which require the independence of each member of an audit committee and the disclosure of audit committee information in an annual information form, respectively.

Board Meetings

The Board meets a minimum of four times per year and as otherwise required. Typically, each committee of the Board must meet at least once a year but may meet more frequently if deemed necessary by the applicable committee. In the case of the Audit Committee, it meets at least quarterly in each financial year of the Company. The Chair of the Board and the CEO are responsible for the agenda for each meeting of the Board, and meeting materials are distributed to members of the Board in advance of the meeting. Directors are also expected to have adequately reviewed the materials for each meeting. Since the Company became a reporting issuer in February 2017, all directors have attended 100% of the Board meetings held since they became members of the Board, with the exception of one absence by René Marion in December 2020 and one absence of Damien Marantelli in August 2021.

Board of Directors Governance

Director Term Limits

Superior Gold currently does not have term limits because the Company recognizes the value and depth of knowledge that longer serving directors may bring to the Board. Superior Gold is also a young company, and continuity of board service is expected to be important in overseeing the Company's growth. The Compensation Committee will continue to review the matter and will recommend changes to the Board as appropriate.

Determination of Compensation of Directors and Officers

The Board's mandate includes reviewing, approving and establishing compensation for the directors and officers of the Company to ensure it realistically reflects the responsibilities and risks of being an effective director and that the compensation of senior officers is competitive within the industry while aligning the interests of each officer with those of the Company. This function is carried out through the Compensation Committee. For further information on compensation governance policies of Superior Gold, see "Role of the Compensation and Nominating Committee" above.

Nomination and Election of Directors

The Board will annually evaluate its size and composition each year to determine the number of directors to recommend to the shareholders for election at the annual meeting of shareholders. The Board will review recommendations from the Compensation Committee with respect to specific candidates that possess the skills, abilities and personal qualities that may be needed by the Board with regard to the Company's evolving needs, and if appropriate either nominate those individuals for election as directors by the shareholders or nominate such individuals for appointment to the Board to fill a vacancy.

As of the date of the Circular, the Company has five directors. The Board has decided to nominate Michael Pesner for election at the Meeting. If so elected and with Mark Wellings not standing for election, the Board will be comprised of five directors, all of whom will be independent other than Mr. Jordaan as CEO. In accordance with the Company's by-laws, in the case of an equality of votes, the chairman of the meeting of the Board shall not be entitled to a second or casting vote.

Superior Gold's directors are elected annually and hold office until the Company's next annual meeting of shareholders, at which time such directors may be re-elected or replaced. Term limits for directors have not been adopted, as noted above.

Ethical Business Conduct

The Board has adopted a written code of business conduct and ethics (the "**Code of Ethics**") that is applicable to all of the Company's directors, officers and employees, in accordance with applicable securities laws. A copy of the Code of Ethics is available on Superior Gold's website at <https://superior-gold.com/about-us/#corporate-governance>.

All directors, officers and employees are expected to comply with the Code of Ethics and must annually certify his or her commitment to and compliance with the standards of conduct contained in the Code of Ethics. The Code of Ethics is part of Superior Gold's commitment to conducting business in accordance with the letter and spirit of the law and the high standards of ethical business conduct reflected in Superior Gold's internal policies. The Code of Ethics ensures that all Company employees understand and apply the key compliance and integrity rules to his or her job and provides guidance if the right course of action is ever unclear.

The Board is responsible for monitoring compliance with the Code of Ethics. In accordance with the Code of Ethics, directors, officers and other employees of Superior Gold should raise questions regarding the application of any requirement under the Code of Ethics and promptly report any possible violation of law, regulation, policy or the Code. The CFO will provide the CEO with any necessary reports on suspected code violations. Together, the CEO and CFO will evaluate the materiality of the event to determine if immediate reporting to the Chair of the Audit Committee is required. If immediate reporting is not deemed necessary, suspected Code of Ethics violations related

to accounting and auditing will be summarized for the Audit Committee at least quarterly. The Code of Ethics provides for specific circumstances that require an immediate report to the Chair of the Audit Committee, including fraud involving an officer or director of the Company. Superior Gold has a non-retaliation policy to protect those who raise compliance or ethics-related concerns in good faith.

Exemptions to the Code of Ethics for officers and directors can only be granted by the Audit Committee. Exemptions for all other personnel can only be granted by the Chair of the Board and CEO or CFO and will be reported to the Audit Committee at least twice annually. No exemptions to the Code of Ethics have been granted as of the Record Date.

The directors and officers of Superior Gold are always cognisant of, and seek to avoid, any actual, potential or perceived conflicts of interest. If any material transaction or relationship arises that may potentially give rise to a conflict of interest, the individual must immediately declare their interest and abstain from voting on such transactions.

In Camera Sessions

At the conclusion of all regularly scheduled meetings, the independent directors meet in the absence of Management in order to encourage and ensure that free and candid discussions can take place. In addition, the Board has established an Audit Committee and Compensation Committee, each of which is comprised of independent directors. In the event that the independent directors wish to convene a meeting amongst themselves, they may do so by making arrangements through the Corporate Secretary. In addition, all members of the Board regularly and independently confer amongst themselves and keep apprised of all operational and strategic aspects of the Company's business.

Board Skills Matrix

The Compensation and Nominating Committee maintains a skills matrix designed to assist the Board in evaluating the experience, expertise and competencies that each current director possesses, as well as the overall diversity of the Board. The skills matrix will be reviewed by both the Compensation and Nominating Committee and the Board annually.

While each individual director contributes to the overall depth and breadth of experience on the Board, the Governance and Nominating Committee has developed the skills matrix based on consultation and agreement on each director's primary strengths and key areas of expertise. The competencies and skills identified in the matrix are those considered necessary for the robust oversight of the Company giving consideration to the strategic objectives of the Company.

	Marion	Brown	Marantelli	Jordaan	Pesner
Relevant Industry Skills and Experience					
Operations and General Management Current or former experience as a President, CEO or COO	✓	✓	✓	✓	✓
Mining Industry Executive or board experience at a public or private mining company with operating and mineral processing experience	✓	✓	✓	✓	✓
Mineral Exploration Experience or knowledge of geology, exploration techniques, strategies, and risks	✓	✓	✓	✓	✓
Health, Safety and Environment Direct experience with environmental, health and/or safety policy, practices and management	✓	✓	✓	✓	-
Government relations Experience or knowledge of the regulatory environment in operating jurisdictions	✓	✓	✓	✓	-
Business & Board Skills and Experience					✓
Financial literacy Expertise on financial statements and reporting matters, critical accounting policies, issues related to internal and external audits, and internal controls	✓	✓	-	✓	✓
Strategic planning and sound business experience Executive or board experience in strategy development, execution, analysis	✓	✓	-	✓	✓
Corporate Governance Sophisticated understanding of corporate governance practices and stakeholder engagement	✓	✓	✓	✓	✓
Business Sustainability Sustainability Experience or knowledge of ESG, climate change risk management and sustainability	✓	✓	✓	✓	✓
International business Executive or board experience with entities operating in multiple jurisdictions with diverse political, cultural, regulatory, and business environments	✓	✓	✓	✓	✓
Risk Management Experience identifying, assessing, managing, and reporting on corporate risk	✓	✓	✓	✓	✓
Financing and M&A Transactions Experience with acquisitions, divestitures, joint ventures, M&A transactions, and financings	✓	✓	-	✓	✓
HR and executive compensation Direct experience in compensation practices, talent management and retention, and succession planning	✓	✓	-	✓	✓
Information Technology Experience with enterprise resource planning systems, including IT security, policies and procedures	-	-	-	✓	✓

COMPENSATION

Compensation and Nominating Committee Report

On behalf of the Board, the Compensation Committee presents the Company's 2021 Statement of Executive Compensation.

The Board established the Compensation Committee to review on an annual basis the Company's compensation program to ensure that it adequately reflects the responsibilities, time commitment and risks involved in being an effective director and/or officer of the Company.

The Compensation Committee's charter is publicly available on the Company's website www.superior-gold.com. The Compensation Committee meets periodically to review compensation policies and to consider the overall compensation to be paid by the Company to its employees, executive officers and directors.

The Compensation Discussion and Analysis ("**CD&A**") section describes the components of the Company's executive compensation program, providing a description of the executive compensation philosophy, policies and practices and the impact of Company performance on compensation results. It also describes how and why the Compensation of the Board arrived at specific 2021 executive compensation decisions and the factors the Compensation Committee considered in making those decisions.

The Company maintains a pay-for-performance philosophy in its executive compensation program. As a result, a substantial portion of executive compensation is tied to the achievement of annual and long-term strategic and personal objectives. The objective of the Company's executive compensation program is to retain, motivate and reward its executive officers for their performance and contribution to the Company's long-term success.

In 2020, Superior Gold initiated a number of strategic changes that were designed to reposition the Company for long-term success. In 2021, the Company, and its shareholders, began to see the benefits of these initiatives with production increasing and costs reducing, significantly improving the Company's profitability and outlook. Following the strategic review, Ms. Brown stepped down as the Interim CEO and the Company appointed Chris Jordaan as CEO and Director on July 1, 2021. In 2021, the Compensation Committee made recommendations to the Board respecting Mr. Jordaan's compensation as CEO.

With mining industry demand for highly qualified people increasing during 2020 and 2021, the Board recognized the need to review the Company's compensation program and as a result, the Company retained the Consultant to assist the Compensation Committee in reviewing executive officer and director compensation approaches in order to make recommendations surrounding potential changes to the Company's salary, annual bonus, and equity and equity linked incentive plans. At the conclusion of this review and having regard to the consideration of comparable mining companies (the "**Peer Group**"), the Compensation Committee concluded that implementing the recommendations contained in Consultant's report to address certain gaps between executive and non-executive director compensation structure of the Company and its Peer Group were warranted. As a result, the Company made adjustments to executive as well as to non-executive base director retainers and to add long-term incentive awards to maintain alignment with longer term shareholder interests.

Superior Gold's executive and non-executive director compensation programs and practices are described in detail below. The Compensation Committee firmly believes that Superior Gold's compensation program is appropriate and that its compensation governance and disclosure practices provide transparent and effective support for the attainment of the Company's key business objectives, alignment with shareholder interests and the creation of long-term value for all stakeholders.

Sincerely,

Tamara Brown, Chair

Compensation and Nominating Committee

Compensation Consultant Disclosure

The Compensation Committee retains compensation consultants from time to time to provide expert and independent advice regarding compensation plans and decisions. The decisions made by the Compensation Committee are its responsibility and may reflect factors and considerations other than the information and recommendations provided by such consultants.

The Compensation Committee retained the Consultant, to assist the Compensation Committee in reviewing the Company's non-executive director and executive officer compensation approaches, including risk implications (see "*Compensation – Elements of Compensation – Compensation Risk Management*"), and to make recommendations surrounding potential changes to the Company's salary and equity incentive plans. The Consultant was retained by

the Compensation Committee in 2020 and was satisfied that the Consultant was independent of the Company and possessed the appropriate expertise to effectively advise the Compensation Committee on matters within its mandate. In April 2021, the Consultant provided a report to the Compensation Committee for executive and director compensation (the "**2021 Consultant's Report**"), which provided guidance regarding executive and director compensation going forward.

For the 2021 Consultant's Report, the Company was billed \$34,000. The Compensation Committee considered the Consultant's Report and advice, and its recommendations were implemented and are reflected in the executive compensation program described below.

Compensation Discussion and Analysis

Objectives and Philosophy of Compensation Program

The Company operates a complex business in a highly competitive market for experienced executives. We compete with other, larger industry competitors to attract, motivate and retain top quality management capable of delivering superior value. Superior Gold's people make the difference in its ability to address challenges and drive performance. The Company's compensation program is therefore designed to be competitive with its peers so as to attract, motivate and retain highly-qualified individuals with the skills and experience necessary to execute the Company's strategic plan and create sustainable value for its shareholders. Typically, being competitive entails targeting overall compensation at the 50th percentile of the Peer Group with consideration being given to the regional or country influences of the jurisdiction that an individual may work.

The Company's compensation practices are designed to retain, motivate and reward its executive officers for their performance and contribution to the Company's long-term success. The Board makes decisions, based on the Compensation Committee's recommendations, regarding executive compensation. The Board seeks to compensate the Company's executive officers by combining short and long-term cash, equity and equity linked incentives. It also seeks to reward the achievement of corporate and individual performance objectives, and to align executive officers' incentives with shareholder value creation. The Board seeks to tie individual goals to the area of the executive officer's primary responsibility. These individual goals may include the achievement of specific operational, financial or business development goals. The Board also seeks to set corporation performance goals that reach across all business areas and include achievements in health and safety, environmental performance, operations, finance, business development and long-term strategic objectives.

Role of the Compensation and Nominating Committee

The Compensation Committee is comprised of the following three directors who have served on this committee since November 2017 and who meet periodically: Tamara Brown (independent) (Chair), René Marion (independent) and Mark Wellings (independent). Ms. Brown has been the Chair of the Compensation Committee since its inception, except for the period from July 31, 2020 to June 30, 2021, when she was the Interim CEO of the Company. During that period Ms. Brown was non-independent and Mr. Marion served as the independent Chair of the Compensation Committee.

The purpose of the Compensation Committee is to assist the Board in fulfilling its oversight responsibilities with respect to: (a) the appointment, performance, evaluation and compensation of senior executives of the Company; (b) recruitment, development and retention of senior executives of the Company; (c) talent management and succession planning systems and processes relating to senior executives of the Company; (d) compensation structure for senior executives of the Company including salaries, annual and long-term incentive plans including plans involving equity issuances and other equity-based awards; (e) the establishment of policies and procedures designed to identify and mitigate risks associated with the Company's compensation policies and practices; (f) compensation of directors of the Board; (g) adoption of benefit retirement and savings plans; (h) development of corporate governance guidelines and principles for the Company and providing governance leadership to the Company; (i) identification of individuals qualified to be nominated to the Board; (j) overseeing director orientation and continuing education; (k) administration of the Company's equity incentive plans; (l) the structure, composition and mandate of committees of the Board; and (m) evaluation of the performance and effectiveness of the Board and of committees of the Board.

With respect to compensation, the Compensation Committee's responsibilities include, among other things:

- annually review, assess and make recommendations to the Board, in consultation with the Chief Executive Officer, for the senior executives' compensation and evaluation of performance objectives;
- annually review the compensation of the Board and, in the Compensation Committee's discretion, recommend any changes to the Board for consideration; and
- in conjunction with the senior executives, administer the equity incentive plans of the Company.

In management's view, each member of the Compensation Committee has direct experience that is relevant to his or her responsibilities in executive compensation, as well as the skills and experience that enable them to make informed decisions on the suitability of the Company's executive compensation policies and practices. See "Director Information" for a description of the relevant education and experience of each member of the Compensation Committee.

Benchmarking

Fundamental to the Company's compensation philosophy is to provide competitive compensation in order to attract and retain high caliber executives. The Compensation Committee relies on various input in making its determinations on compensation, including from the Consultant and from industry insight of members of the Board. The Consultant was engaged to provide input to the Company's benchmarking Peer Group. Part of the Compensation Committee's objective is to establish compensation levels that are fair and reasonable, based in part on benchmarking against similar companies, but offering significant incentive for above-average performance.

In determining the Company's Peer Group, the Compensation Committee and the Consultant considered the following primary factors (not necessarily in order of significance): industry, development stage, geographical similarity of operations, location of company headquarters, production level and market capitalization.

Following a series of mergers and acquisitions within the mining sector, the Consultant, working together with the Compensation Committee, reviewed and updated the Peer Group. The following companies constitute the Peer Group used for director and executive officer compensation matters in 2021, which were based on the 2021 Consultant's Report with certain modifications to reflect changes that occurred subsequent to the date of the 2021 Consultant's Report: Argonaut Gold Inc., Copper Mountain Mining Corp., Fiore Gold Ltd., GoGold Resources Inc., Golden Star Resources Ltd., Gran Colombia Gold Corp., Great Panther Silver Ltd., Karora Resources Inc., Mandalay Resources Ltd., McEwen Mining Inc., Premier Gold Mines Ltd., Sierra Metals Inc., TMAC Resources Inc., Trevali Mining Corp. and Wesdome Gold Mines Ltd.

Elements of Executive Compensation

The Company's compensation program consists primarily of the following elements: base salary, annual performance-based cash incentives ("**annual bonus**" or **short term incentive**) and long term equity incentives. The majority of the Company's executives' total compensation is based on health, safety, environmental, community relations and operational performance, cash and balance sheet management, growth of reserves and resources and Shareholder value creation. Each of these elements of executive compensation contributes to both the near-term and long-term success of the business.

The Company's compensation program is designed to be flexible, which allows the Compensation Committee to respond to the ever-changing environment of the mining industry.

Base Salary

The Compensation Committee reviews base salaries annually and arrives at its recommendations after reviewing the peer group data and discussing current conditions with the CEO. Additionally, the Company will adjust base salaries as warranted throughout the year for promotions or significant changes in the scope or breadth of an executive officer's role or responsibilities. The Company's compensation philosophy is to position executive base salaries at the median for comparable positions in the benchmarking peer group of companies, with individual

salaries set depending on a number of factors, including experience, tenure, and contribution to the success of the Company. An executive officer's base salary will also be determined by reviewing the executive officer's other compensation to ensure that the executive officer's total compensation is in line with the Company's overall compensation philosophy.

The base salary for the Chief Executive Officer is reviewed by the Compensation Committee and any increase is recommended to the Board. Base salaries for the other named executive officers ("**NEOs**") are assessed and are recommended by the Chief Executive Officer and reviewed by the Compensation Committee for recommendation to the Board for its approval.

Short Term Incentives ("STI")

The Company's compensation program includes eligibility for an annual performance-based cash incentive ("**annual bonus**" or "**short term incentive**"). Annual performance-based cash incentives are discretionary and based upon the attainment of annual Company and personal performance goals. The Chief Executive Officer and the Compensation Committee may exercise discretion to award exceptional performance-based cash incentives or adjust their amount if goals have not been met due to unexpected circumstances, in order to ensure that the compensation program is fairly applied.

Long Term Equity Incentives ("LTI")

The Company believes that equity-based awards will allow it to reward executive officers for their sustained contributions to the Company. The Company also believes that equity awards reward continued employment by an executive officer, with an associated benefit to the Company of employee continuity and retention. The Board believes that incentive stock options and other equity incentive awards provide management with a strong link to long-term corporate performance and the creation of shareholder value.

The Share Incentive Plans along with the Company's Phantom DSU Plan allow the Company the opportunity to grant stock options to purchase common shares as well as grant other awards such as PSUs, RSUs and Phantom DSUs. While the Board applies a methodology which it considers appropriate, the Compensation Committee also has discretion to adjust awards where circumstances warrant, such as to ensure equitable treatment as well as ensure alignment with shareholder interests. The Board will take into account the individual's position, scope of responsibility, ability to affect profits and the individual's historic and recent performance and the value of the awards in relation to other elements of the executive's total compensation. The Board will take previous grants of stock options and awards into consideration when considering new grants of stock options and awards under the Share Incentive Plans and the Phantom DSU Plan.

Compensation Risk Management

Risk Assessment

The Board and the Compensation Committee, as part of the annual review of the Company's NEO compensation program, considers the relationship between the Company's risk management policies, corporate strategy and compensation of senior executives and the Company's compensation approach, policies and practices to ensure that they encourage senior executives to consider the risks related to their decisions and actions that they do not encourage unnecessary or inappropriate risk taking. The Board and the Compensation Committee believe that the current compensation structure contains a well-balanced mix of base salary, annual bonus and long-term equity incentive. Annual bonuses have a maximum amount and the long-term equity incentives offer a time vesting to create a powerful retention mechanism. Accordingly, the Board and the Compensation Committee have not, after careful consideration, identified any risks arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on Superior Gold.

As part of the changes recommended by the 2021 Consultant's Report, certain elements of Superior Gold's compensation program were modified in 2021 to directly support risk mitigation in its compensation policies and practices:

Superior Gold has removed shareholder return from the annual performance-based cash incentive objective. This is consistent with trends amongst operating mining companies, many of which incorporate such a measure only in the determination of long-term incentives.

On May 10, 2021, Superior Gold implemented a share ownership policy (the "**Share Ownership Policy**") applicable to directors and officers to ensure alignment with shareholders and prohibit hedging against declines in value of the Company's equity securities; and

On May 10, 2021 Superior Gold implemented a clawback policy (the "**Clawback Policy**") that allows the Company to recoup incentive payments made to senior executives or members of management of the Company under certain circumstances, such as a restatement of financial results that results from fraudulent acts of such senior executives or members of management of the Company.

Share Ownership Policy

The Share Ownership Policy establishes minimum shareholding requirements for each of the CEO, the CFO and the COO as well as for other named executives and non-executive directors of the Company. The Share Ownership Policy requires minimum common share ownership having an aggregate value maintained for: (i) the CEO of at least three times his or her annual base salary; (ii) the CFO and COO of at least two times his or her annual base salary; (iii) other named executive officers of at least one times his or her annual base salary and (iv) each non-executive director of at least three times value of the annual base cash retainer or fee paid to such non-executive director (the "**Minimum Ownership Requirements**"). Pursuant to the Share Ownership Policy, the Minimum Ownership Requirements must be satisfied three years from the later of: (i) the date of an individual's appointment and (ii) the date on which Share Ownership Policy is adopted (such later date, the "**Target Ownership Date**").

Each RSU, DSU and Phantom DSU (as defined below) are treated as one (1) common share owned by such individuals for the purpose of the Minimum Ownership Requirements. Each PSU is treated as one-half of one common share owned by such individuals for the purpose of the Minimum Ownership Requirements. Required ownership amount, current ownership amount as of the Record Date, and if applicable, the date to comply is noted below:

Name	Title	Ownership Requirement	Current Market Value	Comply or Date to Comply
Chris Jordaan	CEO	1,300,313 ⁽¹⁾	Nil ⁽¹⁾	July 1, 2024
Paul Olmsted	CFO	\$650,000	\$840,830	✓
Russell Cole	VP Operations	342,188 ⁽¹⁾	Nil ⁽¹⁾	August 1, 2024
René Marion	Director	\$127,500	\$245,372	✓
Tamara Brown	Director	\$127,500	\$607,510	✓
Damien Marantelli	Director	\$127,500	\$56,400	May 10, 2024

(1) Ownership requirements and current market value have been converted from AUD\$ to CAD\$ using an exchange rate of 0.9125 as of the Record Date.

If at any time following the Target Ownership Date, there is an increase in the annual base salary, annual cash retainer or fee, as applicable, of a participant under the Share Ownership Policy, which would result in a corresponding increase to the Minimum Ownership Requirements (an "**Incremental Ownership Requirement**"), each such participant shall be permitted one year from the date of such increase in salary, cash retainer or fee to satisfy such Incremental Ownership Requirement. If any time prior to the Target Ownership Date, there is an increase in the annual base salary, annual cash retainer or fee, as applicable, of a participant which would result in an Incremental Ownership Requirement, each such participant shall be permitted an additional one year beyond the Target Ownership Date to satisfy such Incremental Ownership Requirement.

Executive Compensation Clawback Policy

The Clawback Policy applies in the event the Company's financial results are restated, other than as a result of a change or amendment in accounting principles ("**Restatement**") as a result of intentional misconduct, fraud or gross

negligence engaged in by certain senior executive officers and members of management of the Company ("**Senior Employees**") causing the need for the Restatement. Pursuant to the Clawback Policy, the Company will require Senior Employees to reimburse, in all appropriate cases as determined by the Board, any bonus, short-term incentive award or amount, or long-term incentive award or amount awarded to the Senior Employee and any non-vested equity-based awards previously granted to the Senior Employee (collectively "**Incentive Compensation**") if: (a) the amount of the Incentive Compensation was calculated, based upon or contingent on, the achievement of certain financial results that were subsequently the subject of or affected by a Restatement; (b) the Senior Employees was grossly negligent, or engaged in intentional misconduct, or fraud, causing or partially causing the need for the Restatement; and (c) the amount of the Incentive Compensation that would have been awarded to the Senior Employee, had the financial results been properly reported, would have been lower than the amount actually awarded. Under the Clawback Policy, the Board shall not seek recovery to the extent it determines in its discretion that (i) to do so would be unreasonable, or (ii) it would be in the best interests of the Company not to do so.

Anti-Hedging Policy

Pursuant to the Company's insider trading policy, no executive officer or director is permitted hold securities of the Company in a margin account, pledge Company securities as collateral or purchase a financial instrument designed to hedge or offset a decrease in the market value of any of the Company's securities granted as compensation or held, directly or indirectly by such executive officer or director. To the Company's knowledge, no executive officer or director holds shares in a margin account, pledged securities or has purchased such a financial interest.

2021 Executive Compensation

Named Executive Officers

For the purpose of the Circular, "**Named Executive Officer**" or "**NEO**" means:

- (a) the Chief Executive Officer ("**CEO**");
- (b) the Interim Chief Executive Officer ("**Interim CEO**"), if applicable;
- (c) the Chief Financial Officer ("**CFO**") or any individual who, during any part of the most recently completed financial year, served as chief financial officer or performed functions similar to a chief financial officer;
- (d) the Company's most highly compensated executive officer other than the CEO and the CFO, at the end of the most recently completed financial year and whose total compensation was more than \$150,000; and
- (e) each individual who would be a Named Executive Officer under paragraph (d) but for the fact that the individual was neither an executive officer of the Company nor acting in a similar capacity at the end of the most recently completed financial year.

This CD&A describes the compensation program for the following individuals, all of whom are considered NEOs of Superior Gold for the year ended December 31, 2021.

Name	Title	Age
Chris Jordaan ⁽¹⁾	Chief Executive Officer	53
Tamara Brown ⁽²⁾	Former Interim Chief Executive Officer	49
Paul Olmsted	Chief Financial Officer	60
Keith Boyle ⁽³⁾	Former Chief Operating Officer	60
Russell Cole ⁽⁴⁾	VP Operations and GM Plutonic	60

(1) Mr. Jordaan was appointed CEO on July 1, 2021.

(2) Ms. Brown was appointed Interim CEO effective July 31, 2020 and stepped down on June 30, 2021.

(3) Mr. Boyle was Chief Operating Officer until August 31, 2021.

(4) Mr. Cole was appointed GM Plutonic on August 1, 2021 and VP Operations on October 19, 2021.

For additional details regarding the compensation paid to the NEOs, refer to section entitled "Compensation Excluding Compensation Securities" below.

Paul Olmsted: Mr. Olmsted, Chief Financial Officer, has been active in the mining industry for over 30 years. Prior to his role with the Company, he served as Senior Vice President of Corporate Development at IAMGOLD Corporation where he was responsible for the company's acquisition and divestiture program to achieve strategic growth objectives. He led teams responsible for the technical reviews, financial analyses, valuation, structuring and executing on numerous transactions. Mr. Olmsted holds a B.Sc. in Mining Engineering and an MBA.

Russell Cole: Mr. Cole, VP Operations and General Manager Plutonic Operations, is an experienced General Manager with over 30 years' experience in Gold, Nickel, Tin, Coal and Construction, managing mine operations, feasibility studies and start up projects including open cut and underground mines. Mr. Cole was most recently with Newcrest Mining Ltd., as Head of Mining. Prior to that, he was with Metals X, Kirkland Lake (previously Newmarket Gold), Kalgoorlie Consolidated Gold Mines, Gold Fields, Barrick Gold, Plutonic Resources and Western Mining Corporation. Mr. Cole is a Mining Engineer and has a First Class Mine Managers Certificate and an MBA. He currently is on the Board of Examiners for Department of Mines, Industry Regulation and Safety and also Deputy Chair on the Australian Prospectors and Miners Hall of Fame.

Biographical information for Mr. Jordaan and Ms. Brown is included under "Director Information" above.

2021 CEO Compensation

Chris Jordaan was appointed CEO on July 1, 2021. Mr. Jordaan receives a base salary of AUD\$475,000 per annum and superannuation of 10% of his base salary capped at AUD\$25,000. Upon becoming CEO, Mr. Jordaan was granted 1,000,000 options as a long-term incentive. For 2021, Mr. Jordaan received an STI cash payment of AUD\$267,188 which represented the STI payment for period from July 1, 2021 to December 31, 2021. In addition, Mr. Jordaan will receive an LTI grant of \$253,828 in PSUs which will be priced immediately following the termination of the blackout period that is in effect as of the Record Date in accordance with the Company's Insider Trading Policy.

2021 Interim CEO Compensation

Tamara Brown was appointed Interim CEO effective July 31, 2020, replacing Christopher Bradbrook (former Director, President & CEO). While serving as Interim CEO, Ms. Brown received a base salary of \$41,667 per month and an STI grant of restricted share units or cash payment, at the election of the Company, equal to \$41,667 per month. Ms. Brown was also granted 1,000,000 Options as long-term incentive upon her appointment.

Ms. Brown's base salary and STI compensation as Interim CEO was set with reference to the median compensation paid to the CEOs in the Peer Group as identified in the 2018 Consultant's Report. Her base salary and STI payments for 2021 are detailed in the sections entitled "Compensation Excluding Compensation Securities" and "Compensation Securities".

2021 Base Salary

The Compensation Committee reviews base salaries annually and arrives at its recommendations after reviewing the Consultant's Reports and discussing current conditions with the CEO. Our guideline is to position NEO base salary around the median for comparable positions in our benchmark companies, with individual salaries set depending on a number of factors, including experience, tenure, and long term contribution to the Company. The base salary for the Chief Executive Officer is reviewed by the Compensation Committee and any increase is recommended to the Board at the beginning of a fiscal year. Base salaries for the other NEOs are assessed and are recommended by the Chief Executive Officer and reviewed by the Compensation Committee for recommendation to the Board for its approval.

For 2021, no base salary increases were made for NEOs other than the CFO whose salary was increased from \$350,000 to \$375,000 effective January 1, 2021. Annualized base salaries in 2021 for the NEOs were as follows:

Named Executive Officer ⁽¹⁾	Title	Annualized Base Salary
Chris Jordaan ⁽¹⁾	Chief Executive Officer	AUD\$475,000
Tamara Brown ⁽²⁾	Former Interim Chief Executive Officer	\$500,000
Paul Olmsted	Chief Financial Officer	\$375,000
Keith Boyle ⁽³⁾	Former Chief Operating Officer	\$400,000
Russell Cole ⁽⁴⁾	VP Operations and GM Plutonic	AUD\$375,000

(1) Mr. Jordaan was appointed CEO on July 1, 2021.

(2) Ms. Brown was appointed Interim CEO effective July 31, 2020 and stepped down on June 30, 2021.

(3) Mr. Boyle was Chief Operating Officer until August 31, 2021.

(4) Mr. Cole was appointed GM Plutonic on August 1, 2021 and VP Operations on October 19, 2021.

2021 Corporate Scorecard

The 2021 corporate scorecard is summarized below:

2021 CORPORATE OBJECTIVES (100%)						
KPI	WEIGHTING	THRESHOLD (50% OF TARGET)	TARGET (100%)	MAXIMUM (150% OF TARGET)	ACTUAL RESULT	PAYOUT (%)
Health & Safety (Total Recordable Injury Frequency Rate - TRIFR) (No payout if a fatality occurs)	10%	Reduce TRIFR by 15%	Reduce TRIFR by 30%	Reduce TRIFR by >35%	Reduced TRIFR by 0.3%	0%
Environmental	5%	Any Level 3 or above Incident	0 Level 3 or 4 Incidents	0 Level 2, 3 or 4 Incidents	Breakthrough 0 Level 2, 3 or 4 Incidents	7.5%
Community Relations	5%	Incomplete report/partial (or no) roadmap	Completed Report/ Good Roadmap/ Stakeholder Engagement	Excellent Quality Report/ Strong Roadmap	Partial report	2.5%
Production (AU oz)	20%	65,000 ozs.	69,000 ozs.	75,000 ozs.	77,300 ozs	30%
All-In Sustaining Costs (AISC US\$)	20%	\$1,667/oz.	\$1,588/oz.	\$1,556/oz.	\$1,472/oz	30%
Projects and Capital Expenditure Management (A\$)	10%	Projects delivered at A\$9.1 million	Projects delivered at A\$8.6 million	Projects delivered at A\$8.5 million	Projects materially delivered at A\$8.6 million	5%
Mineral Reserves Additions (net of depletion)	15%	Flat	10% increase	20% increase	Thorough overhaul of Block Model completed. Mineral Reserves to be finalized	22.5%
Mineral Resource Additions	15%	Flat	10% increase	20% increase	Thorough overhaul of Block Model completed. Mineral Resources to be finalized	15%
Total Corporate Objectives Multiplier Achieved (% of Target)					112.5%	
Total 2021 Payout After Application of Board Discretion					112.5%	

2021 Short Term Incentive

On the Compensation Committee's recommendation, the Board has adopted an annual performance-based cash incentive award (short term incentive or STI) for executive officers based upon the attainment of annual Company and personal performance goals.

The NEOs are eligible to receive, at the Board's discretion, a cash incentive based on the achievement of corporate key performance indicators ("**KPI**") and individual objectives. The amount of cash incentive shall be determined in accordance with the terms and conditions of the incentive plan of the Company, as may be established or amended by the Company from time to time, and the target cash incentive shall range from 0% to 150% (subject to under or over-achievement of the KPIs and individual objectives) of the NEOs target. Annual cash incentives are applied as a percentage to the NEO's base salary, and are based on corporate and personal achievement factors. The 2021 award levels are set out below:

	Chris Jordaan⁽¹⁾	Tamara Brown⁽²⁾	Paul Olmsted	Keith Boyle⁽³⁾	Russell Cole⁽⁴⁾
Target STI (% of Base Salary)	100%	100%	50%	70%	60%
Balanced Scorecard Weighting (% of Target STI)					
Corporate Objectives	100%	100%	75%	75%	75%
Individual Objectives	0%	0%	25%	25%	25%
STI Award Range (% of Base Salary)	0-150%	100%	0-75%	0-105%	0-90%
2020 STI Award (% Base Salary)	113%	100%	57%	NA	70%

(1) Mr. Jordaan was appointed CEO on July 1, 2021.

(2) Ms. Brown was appointed Interim CEO effective July 31, 2020 and stepped down on June 30, 2021. See "2020 Interim CEO Compensation" for details.

(3) Mr. Boyle was Chief Operating Officer until August 31, 2021.

(4) Mr. Cole was appointed GM Plutonic on August 1, 2021 and VP Operations on October 19, 2021.

2021 Long Term Equity Incentives

The primary purpose of the Company's long-term equity incentive awards is to align the interests of executives with those of the Company's shareholders by rewarding executives for creating long-term shareholder value. Long-term incentives also assist in retaining executives.

Recommendations for the grant of long-term incentive awards to executive officers, other than the CEO, are made to the Compensation Committee by the CEO, and the Compensation Committee in turn makes recommendations in respect of such awards for consideration and approval by the Board. In determining the number and composition of long-term incentive award grants to the NEOs, the Board has regard to several considerations, including the advice of the Consultant, the level of equity-based compensation granted to officers among the Peer Group companies (see "Benchmarking" above), previous grants of stock options and PSUs, the overall number of outstanding options relative to the number of outstanding common shares, performance of the Company in relation to attainment of business goals, shareholder returns, and the responsibility, ability, experience, level of commitment, and the degree of time and effort expended, of the executive officer.

Historically, the mix of stock options, PSUs, RSUs and DSUs was designed to balance two of the primary purposes of the Legacy Omnibus Plan, namely (i) to align the interests of the Company's directors and executive officers with those of its shareholders, and (ii) to provide a long-term incentive to reward those individuals for their contribution to the generation of shareholder value. This will continue to be the case under the 2021 Incentive Plans and the Phantom Unit Plan.

The Compensation Committee has applied a total shareholder return ("**TSR**") performance-contingent metric to the vesting of PSUs issued to NEOs. The performance metric applied in 2019, 2020 and 2021 was TSR outperformance relative to the GDXJ Junior Gold Miners Index.

Compensation Excluding Compensation Securities

The following table summarizes the compensation earned for the financial years ended December 31, 2021 and December 31, 2020 by the NEOs and Directors of the Company.

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES

Name and Position	Year Ended	Salary, Consulting Fee, Retainer or Commission (\$)	STI (\$)	Committee or Meeting Fees (\$)	Value of Perquisites (\$)	Value of all Other Compensation (\$)	Total Compensation (\$)
Chris Jordaan Director, CEO ⁽¹⁾	2021	223,678	251,638	-	-	11,098 ⁽⁷⁾	486,413
	2020	-	-	-	-	-	-
Tamara Brown, Director, Interim CEO ⁽²⁾	2021	271,250	250,000	7,500	-	505,808	1,034,558
	2020	228,750	189,583	5,833	-	2,147	426,314
Keith Boyle, COO ⁽³⁾	2021	266,667	110,833	-	-	992,642	1,370,142
	2020	400,000	166,250	-	-	5,153	571,403
Paul Olmsted, CFO	2021	375,000	214,453	-	-	5,958	595,411
	2020	350,000	114,844	-	-	5,153	469,997
Russell Cole, VP Operations and GM Plutonic Operations ⁽¹⁾	2021	147,156	110,833	-	-	11,098 ⁽⁷⁾	253,373
	2020	-	-	-	-	-	-
Mark Wellings, Chairman ⁽⁴⁾	2021	39,375 ⁽⁶⁾	-	2,500	-	-	70,000
	2020	35,000	-	10,000	-	-	45,000
René Marion, Director ⁽⁴⁾	2021	40,625	-	19,375	-	-	60,000
	2020	35,000	-	14,167	-	-	49,167
Damien Marantelli, Director ⁽⁴⁾	2021	33,374	-	-	-	-	33,374
	2020	-	-	-	-	-	-
Christopher Bradbrook, Former Director, President & CEO ⁽⁵⁾	2021	-	-	-	-	-	-
	2020	291,667	-	-	-	2,038,715	2,330,382

- (1) Mr. Jordaan was appointed CEO effective July 1, 2021. Mr. Cole joined the Company as the GM of Plutonic Operations on August 1, 2021 and was subsequently appointed VP Operations on October 19, 2021. For both Mr. Jordaan and Mr. Cole, compensation for 2021 has been converted from AUD\$ to CAD\$ using the 2021 average exchange rate of 0.9418.
- (2) Ms. Brown became a director of the Company on December 20, 2016, and was appointed Interim CEO for the period from July 31, 2020 to June 30, 2021. From the date of her appointment as Interim CEO until June 30, 2021, she was not entitled to any compensation in connection with her service as a director. Ms. Brown's STI for 2020 and 2021 was \$41,667 per month, with the 2020 amount less the pro-rata portion of the value of DSUs previously granted to Ms. Brown for the full year 2020 for the period in which she was Interim CEO during 2020. Subsequent to Ms. Brown ceasing to be the Interim CEO, she was entitled to a \$1,000,000 retiring allowance of which \$500,000 was paid in cash (included in Other Compensation) and \$500,000 was paid through the grant of immediately vesting RSUs.
- (3) Mr. Boyle was appointed COO on March 29, 2019. Mr. Boyle ceased to serve as the COO effective August 31, 2021. Other compensation paid to Mr. Boyle includes a severance payment of \$966,250.
- (4) Mr. Wellings became director of the Company on December 20, 2016. Mr. Marion became a director of the Company on September 5, 2017. Mr. Marantelli became a director on January 18, 2021.
- (5) Mr. Bradbrook ceased to serve as Director, President & CEO effective July 31, 2020. Other compensation paid to Mr. Bradbrook or to CB Resources, a corporation 100% owned by Mr. Bradbrook in 2020 includes a severance payment of \$1,500,000 and a \$500,000 consulting arrangement for a 5 month period following Mr. Bradbrook's departure.
- (6) Mr. Wellings elected to take 50% of his retainer for a portion of 2021 in Phantom DSUs. See section entitled Compensation Securities.
- (7) Amounts under "Value of all Other Compensation" include the amount of AUD\$11,784 to Mr. Jordaan and AUD\$11,784 to Mr. Cole, in respect of their superannuation payments required pursuant to their respective employment contracts.

Compensation Securities

Outstanding Option-Based and Share-Based Awards

The following table summarizes the option and share based awards granted to the NEOs and Directors of the Company prior to the financial year ended December 31, 2021 and share based awards granted subsequent to the financial year ended December 31, 2021 that were issued as of the Record Date. During the financial year ended December 31, 2021: (i) Option awards were granted to Mr. Jordaan and Mr. Cole upon their appointment as CEO and VP Operations respectively, (ii) PSU awards were granted to Mr. Olmsted and Mr. Boyle, (iii) RSU awards were granted to Ms. Brown that vested and common shares issued upon her ceasing to the Interim CEO of the Company, and (iv) Phantom DSU awards were granted to certain Directors, all as detailed in the following table.

TABLE OF COMPENSATION SECURITIES

Name and Position	Type of Compensation Security	Number of Compensation securities, Number of Underlying Securities, and Percentage of Class ⁽²⁾	Date of Issue or Grant	Issue, Conversion or Exercise Price (\$)	Closing Price of Security or Underlying Security on Date of Grant (\$)	Closing Price of Security or Underlying Security at Year End (\$)	Expiry Date	
Chris Jordaan, Director, CEO ⁽¹⁾⁽¹⁰⁾	Option	1,000,000 (16.1%)	August 12, 2021	\$0.62	\$0.60	\$0.76	August 11, 2026	
Tamara Brown, Director, Interim CEO ⁽³⁾	Option	200,000 (3.2%)	February 23, 2017	\$1.00	\$1.00 ⁽⁶⁾	\$0.58	February 23, 2022 ⁽⁸⁾	
	DSU ⁽⁴⁾	123,287(29.0%)	June 16, 2020	\$0.73	\$0.70	NA	NA	
	Option	1,000,000 (16.1%)	August 4, 2020	\$1.09	\$0.87	\$0.87	August 4, 2025	
	Phantom DSU ⁽⁵⁾	NA						
Keith Boyle, COO ⁽⁶⁾	Option	200,000 (3.2%)	March 29, 2019	\$0.52	\$0.52	\$0.58	August 31, 2022	
Paul Olmsted, CFO ⁽¹⁰⁾	Option	1,500,000 (24.2%)	February 23, 2017	\$1.00	\$1.00 ⁽⁶⁾	\$0.58	February 23, 2022 ⁽⁸⁾	
	PSU	151,500 (16.6%) ⁽⁷⁾	May 14, 2019	\$0.66 ⁽⁵⁾	\$0.66		May 14, 2022	
	PSU	75,000 (8.2%) ⁽⁷⁾	May 20, 2020	\$0.73 ⁽⁵⁾	\$0.72		May 20, 2023	
	PSU	262,500 (28.7%) ⁽⁷⁾	April 14, 2021	\$0.71 ⁽⁵⁾	\$0.71		April 14, 2024	
Russell Cole, VP Operations and GM Plutonic ⁽¹⁾⁽¹⁰⁾	Option	250,000(4.0%) ⁽¹¹⁾	August 12, 2021	\$0.62	\$0.60	\$0.76	August 11, 2026	
Mark Wellings, Chairman	Option	200,000 (3.2%)	February 23, 2017	\$1.00	\$1.00 ⁽⁶⁾	\$0.58	February 23, 2022 ⁽⁸⁾	
	DSU ⁽⁴⁾	184,931 (43.5%) ⁽³⁾	June 16, 2020	\$0.73	\$0.70		NA	
	Phantom DSU ⁽⁵⁾		57,337(44.6%)	May 27, 2021	\$0.78	\$0.78		NA
			15,114 (11.8%)	August 12, 2021	\$0.62	\$0.61		NA
			11,433 (8.9%)	November 19, 2021	\$0.82	\$0.82		NA
René Marion, Director	Option	200,000 (3.2%)	September 5, 2017	\$1.00	\$0.87	\$0.58	September 5, 2022	
	DSU ⁽⁴⁾	116,438 (27.4%) ⁽³⁾	June 16, 2020	\$0.73	\$0.70		NA	
	Phantom DSU ⁽⁵⁾	44,596 (34.7%) ⁽⁵⁾	November 19, 2021	\$0.78	\$0.78		NA	
Damien Marantelli, Director ⁽⁹⁾	Option	200,000 (3.2%)	April 14, 2021	\$0.71	\$0.71	N/A	April 14, 2026	
	Phantom DSU ⁽⁵⁾	NA						

- (1) Mr. Jordaan was appointed CEO effective July 1, 2021 and was awarded 1,000,000 Options subsequent to his appointment. Mr. Cole was appointed GM Plutonic Operations effective August 1, 2021 and was awarded 250,000 options subsequent to his appointment.
- (2) All of the Options issued at an exercise price of \$1.00 vest according to a schedule, with one third of the options vesting on the 12-month anniversary of the grant date and two-thirds vesting on the 24-month anniversary of the grant date. All other Options vest one third on the 12-month anniversary, one third on the 24-month anniversary and one third on the 36-month anniversary. The Options, PSUs and DSUs in the table represent the entire holdings of compensation securities held by each NEO and former NEO, Director and former Director.
- (3) Ms. Brown was appointed Interim CEO effective July 31, 2020. Ms. Brown was awarded 1,000,000 Options upon her appointment of Interim CEO on July 31, 2020. The Company granted Ms. Brown 100,000 RSUs on April 14, 2021, as part of her 2021 STI payment and 806,085 RSUs on August 12, 2021, as part of her severance arrangements when she ceased to be the Interim CEO. The RSUs vested and common shares were issued.
- (4) DSUs issued to independent directors vest upon the director ceasing to be a Director of the Company.
- (5) Phantom DSUs issued to independent directors vest 12 months after the director ceasing to be a director of the Company. Phantom DSUs are cash settled only, with no ability to settle units in common shares from treasury. Mr. Wellings was awarded Phantom DSUs in three tranches during 2021, with 57,337 representing the grant for the 2021 year and 15,114 and 11,433 representing 50% of his second and third quarter retainer fee respectively for 2021 following his election to receive 50% of the retainer in cash and 50% in Phantom DSUs. In addition, Mr. Wellings is entitled to receive additional Phantom DSU grants representing: i) 50% of his fourth quarter 2021 retainer fee in an amount of \$9,375, ii) 50% of his first quarter 2022 retainer fee in an amount of \$9,375, and iii) his annual grant in an amount of \$112,500 representing a target award of 112.5% of his base retainer currently in effect. The number of Phantom DSUs to be granted to Mr. Wellings will be determined following the termination of the blackout period that is in effect as of the Record Date in accordance with the Company's Insider Trading Policy. Mr. Marion was awarded Phantom DSUs of 44,596 representing the grant for the year 2021. Phantom DSUs in the

amount of \$56,250 are to be awarded to each of Ms. Brown, Mr. Marion and Mr. Marantelli representing a target award of 112.5% of their base retainer currently in effect and the number of Phantom DSUs will be determined following the termination of the blackout period that is in effect as of the Record Date in accordance with the Company's Insider Trading Policy. In light of Ms. Brown being the Interim CEO for the period from July 31, 2020 to June 30, 2021, she was not entitled to a Phantom DSU grant for 2021.

- (6) Mr. Boyle was awarded 250,000 PSUs and 750,000 Options upon his appointment as COO on March 29, 2019. The PSUs were valued at \$0.54, being the 5 day VWAP of common shares on the Exchange up to and including March 29, 2019. The PSUs were to vest in three equal tranches on each anniversary date from the date issued and provided the Company has outperformed the VanEck Vectors Junior Gold Miners ETF (the "GDXJ") for the respective period. All 250,000 PSUs expired. On April 14, 2021, Mr. Boyle was granted 200,000 PSUs as part of the long-term equity incentive plan for 2020 that were to vest on the third anniversary date from the date issued and provided the Company has outperformed GDXJ. The PSUs granted on April 14, 2021 were valued at \$0.71, being the greater of the closing price and the 5 day VWAP of common shares up to and including April 13, 2021. Upon Mr. Boyle ceasing to be the COO of the Company, the 200,000 PSUs expired and of the original 750,000 Option granted, 250,000 expired, 300,000 were exercised and as of the Record Date 200,000 remain available for exercise until August 31, 2022.
- (7) Mr. Olmsted was awarded three tranches of PSUs in the amount of 151,500, 75,000 and 262,500 PSUs in 2019, 2020 and 2021 respectively as part of the long-term equity incentive plan. Each tranche of PSUs vest on the third anniversary date from the date issued and provided the Company has outperformed the GDXJ for the respective period. The PSU tranches were valued at \$0.66, \$73 and \$0.71 respectively, being the greater of the 5 day VWAP and the closing price at the time of issuance.
- (8) On February 23, 2022, the Company was and remains in a blackout period in accordance with the Company's Insider Trading Policy. Options have been provisionally extended until 10 days following the termination of the blackout period (as per the terms of the Legacy Omnibus Plan) that is in effect as of the Record Date.
- (9) Mr. Marantelli was appointed as a Director effective January 18, 2021.
- (10) The number of PSUs for long term incentives to be granted to Mr. Jordaan, Mr. Olmsted and Mr. Cole in the amounts equivalent to \$253,828, \$253,125 and \$100,997s respectively, will be determined following the termination of the blackout period that is in effect as of the Record Date in accordance with the Company's Insider Trading Policy.

Exercise of Compensation Securities in the Year

No Option awards granted to current NEOs or Directors were exercised in 2021. RSUs granted to Ms. Brown in the amount of 906,085 vested and following the vesting, common shares were issued.

Pension Plan Benefits

The Company does not have a pension plan that provides for payments or benefits to the NEOs at, following or in connection with retirement. In accordance with Australian law, both Mr. Jordaan and Mr. Cole each receive up to 10% of their base salary, capped at AUD\$25,000, which is contributed to their respective superannuation funds. For 2021, the amounts to Mr. Jordaan and Mr. Cole were AUD\$11,784 and AUD\$11,784 respectively. The Company does not have any ongoing liability with respect to these payments once made.

Termination and Change of Control Benefits

The Company has entered into executive employment agreements, as amended, with each of Chris Jordaan, Paul Olmsted and Russell Cole. Those executive employment agreements include provisions regarding base salary, annual bonuses and eligibility for long-term equity incentives, among other things. The termination and change of control provisions contained in the employment agreements are set out below.

These agreements provide for, among other things, the continuation of the executive's employment for an indeterminate term in accordance with applicable law, as well as their base salary and bonus entitlement.

In the event that Mr. Jordaan's employment is terminated without cause at any time, the Company shall pay (in addition to basic entitlements for unpaid base salary to the date of termination, accrued and outstanding vacation pay and reimbursement for properly incurred business expenses) an amount in cash equal to two times his then current base salary plus two times his average bonus in the two preceding years of the year in which he was terminated (or target bonus for the portion where termination occurred during the first two years of employment) via lump sum payment. The termination and/or change of control payments would be \$1.8 million for Mr. Jordaan.

In the event that Mr. Olmsted's employment is terminated without cause at any time, the Company shall pay (in addition to basic entitlements for unpaid base salary to the date of termination, accrued and outstanding vacation pay and reimbursement for properly incurred business expenses) an amount in cash equal to two times his then current base salary plus his average bonus in the two preceding years of the year in which he was terminated via lump sum payment. The termination and/or change of control payments would be \$1.1 million for Mr. Olmsted.

In the event that Mr. Cole's employment is terminated without cause at any time, the Company shall pay (in addition to basic entitlements for unpaid base salary to the date of termination, accrued and outstanding vacation pay and reimbursement for properly incurred business expenses) an amount in cash, in lieu of notice, equal to six months of his then current base salary in which he was terminated via lump sum payment. The termination payments would be \$0.2 million for Mr. Cole.

The bonus targets for Mr. Jordaan, and Messrs. Olmsted and Cole are subject to annual review by the Board and the Compensation Committee and are based on the achievement of corporate key performance indicators and individual objectives, but in all instances termination and/or change of control payments will be capped as set forth above.

The Company shall also continue to pay premiums to provide all benefits (as existed on the date of termination) for a period of 24 months following the date of termination for Mr. Jordaan and Mr. Olmsted. All Stock Options held by Mr. Jordaan or Mr. Olmsted will immediately vest and will expire in accordance with the original terms and conditions of the Stock Options. All vested Stock Options held by Mr. Cole at the time of termination will expire in accordance with the original terms and conditions of the Stock Options and any unvested Stock Options will expire. Any unvested Awards will immediately vest and all Awards shall be paid out to Mr. Jordaan or Mr. Olmsted, respectively. Any unvested Awards held by Mr. Cole at the time of termination will expire. In the event Mr. Jordaan, or Mr. Olmsted is terminated without cause or they resign for good reason within 12 months following a change of control, they shall also be entitled to the amounts set forth above.

Director Compensation

The Compensation Committee establishes recommendations for director compensation on an annual basis. It considers data provided by examining board compensation at the Peer Group used to establish executive compensation (see "Benchmarking" above) as well as other factors including third party reports and general industry experience.

In 2020 the Compensation Committee engaged the Consultant to review director compensation. The Consultant reviewed the Company's approach to the compensation of directors and compared it to the Peer Group and concluded that the Company's approach to director compensation was below market. Upon review, the Board of Directors implemented a two year transition period in which director compensation was to reach the recommendations contained in the 2021 Consultant's Report. The first year of the two year transition period was implemented on April 1, 2021 with the second year implemented on April 1, 2022.

Following the change on April 1, 2021, the Chairman of the Board was entitled to an annual retainer of \$75,000 and each of the other Board members were entitled to an annual retainer of \$42,500. In addition, the Chair of the Audit Committee (René Marion) was entitled to an additional annual chair fee of \$12,500 and the Chair of the Compensation Committee (René Marion until June 30, 2021, then replaced by Tamara Brown) was entitled to an additional annual chair fee of \$10,000. Superior Gold does not pay "per meeting" fees. Members of the Board are entitled to be reimbursed for their out of pocket expenses incurred in connection with rendering services to the Company.

In addition, following the change on April 1, 2021, with the exception of the Chairman of the Board and Chair of each relevant committee, members of all board committees receive an annual fee per Committee of \$5,000.

As part of the director compensation review the Board of Directors implemented a targeted annual grant of Phantom DSUs to independent directors equal to 100% of their cash base retainer fee then in effect with a maximum award of 150% of their cash base retainer fee. .

Compensation paid to, or earned by, each of the directors are more fully described in "Compensation Excluding Compensation Securities" and "Compensation Securities" above.

Directors' and Officers' Liability Insurance

The Company maintains a directors' and officers' liability insurance policy. The policy provides coverage for costs incurred to defend and settle claims against directors and officers of the Company to a limit of \$40 million with a \$500,000 deductible per claim.

EQUITY COMPENSATION PLANS

The maximum aggregate number of common shares subject to issuance under the Company's existing security-based compensation arrangements is 10% of the Common Shares outstanding from time to time, including after giving effect to the fixed number of shares issuable pursuant to the Share Unit Plan.

Under the Stock Option Plan, the maximum number of common shares which may be issuable pursuant to Options granted under the Stock Option Plan, together with all of the Company's other share compensation arrangements, in aggregate, is 10% of the total number of issued and outstanding common shares as of the date of grant on a non-diluted basis.

The maximum number of common shares made available for issuance from treasury under the Share Unit Plan shall not exceed 3,000,000 common shares, subject to adjustments pursuant to the Share Unit Plan. When combined with the number of common shares issuable pursuant to all of the Company's security-based compensation arrangements, the number of common shares issuable under the Share Unit Plan shall not exceed 10% of the issued and outstanding common shares at the time of the grant on a non-diluted basis.

The following table sets out the securities authorized for issuance under the Company's equity compensation plans as of the Record Date, being May 4, 2022.

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available under equity compensation plans (excluding securities reflected in column (a))
Plan Category	(a)	(b)	(c)
Equity compensation plans approved by security holders:			
Options (Legacy Omnibus Plan)	4,950,000	\$0.96	Nil
Options (Stock Option Plan) ⁽¹⁾	1,250,000	\$0.62	5,139,849
Other Awards (Legacy Omnibus Plan)	963,656	N/A	Nil
Other Awards (Share Unit Plan) ⁽²⁾	Nil	N/A	2,193,915
Equity compensation plans not approved by security holders	Nil	N/A	Nil
TOTAL	7,163,656	N/A	5,139,849

(1) Total Options include the aggregate of the Options granted under the Legacy Omnibus Plan and the Stock Option Plan. No further Options will be issued under the Legacy Omnibus Plan. If the entire number of awards that are available under the Share Unit Plan were granted, the number of Options remaining available would decrease from 5,139,849 to 2,945,934.

(2) Awards under the Share Unit Plan consist of PSUs and RSUs granted. For PSUs granted, common shares are issued provided the Company has outperformed the GDXJ over the period in which the PSUs vest. For RSUs granted, common shares are issued provided the grantee remains employed for the period in which the RSUs vest. At the shareholder meeting on June 24, 2021, shareholders approved a fixed cap on the issuance of PSUs and RSUs under the Share Unit Plan. Subsequent to the shareholder meeting, 806,085 RSUs were granted and following vesting common shares were issued leaving 2,193,915 available under the Share Unit Plan. The number of PSUs for long term incentives to be granted to Mr. Jordaan, Mr. Olmsted and Mr. Cole in the amounts equivalent to \$253,828, \$253,125 and \$100,997s respectively, will be determined following the termination of the blackout period that is in effect as of the Record Date in accordance with the Company's Insider Trading Policy and have therefore been excluded from the table.

(3) Awards under the Legacy Omnibus plan consist of PSUs, RSUs and DSUs previously granted. Awards will remain outstanding and governed by the respective terms of such plan, however, no new awards will be granted. For PSUs granted, common shares are issued provided the Company has outperformed the GDXJ over the period in which the PSUs vest. For RSUs granted, common shares are issued provided the grantee remains employed for the period in which the RSUs vest. For DSUs granted, common shares are issued upon the Director ceasing to be a director of the Company.

Narrative Discussion of Share Incentive Plans

The purpose of the Share Incentive Plans is to give the Board the ability to provide the Company's and its subsidiaries' directors, officers, employees and consultants (the "**Participants**"): (i) the opportunity to participate in the long term success of the Company and to promote a greater alignment of interests between such individuals and the shareholders of the Company; (ii) support and emphasize the achievement of the Company's performance objectives; (iii) ensure that the interests of key persons are aligned with the success of the Company; and (iv) provide compensation opportunities consistent with the Company's compensation philosophy statement in order to attract, retain and motivate Directors and senior management critical to the long term success of the Company and its subsidiaries.

Stock Option Plan

Please refer to the sections above entitled "Re-Approval of the Stock Option Plan" for a detailed description of the Stock Option Plan.

Share Unit Plan

The following is a description of the key terms of the Share Unit Plan, which is qualified in its entirety by reference to the full text of the Share Unit Plan and which is available on SEDAR at www.sedar.com under Superior Gold's profile

Eligibility

Pursuant to the Share Unit Plan, Participants are eligible to receive awards as described below.

Settlement of Share Units

Under the Share Unit Plan, performance share units ("**PSUs**") and restricted share units ("**RSUs**", and collectively with PSUs, the "**Share Units**") vest on the date or dates set out in the grant agreement governing such award, or such earlier date as provided for in the Share Unit Plan or as determined by the Compensation Committee, such vesting being conditional on the satisfaction of any additional vesting conditions established by the Compensation Committee from time to time.

Pursuant to the Share Unit Plan, settlement of Share Unit awards will be effected on or as soon as practical following the date of vesting and shall be made by the Company in common shares issued from treasury, under the terms and conditions of the Share Unit Plan.

General Rules

Share Units granted in accordance with a Share Unit Participant's employment agreement (if applicable) shall be subject to the terms and conditions of the Share Unit Plan. Prior to the grant or issuance of any Share Units under the Share Unit Plan, the Company and each Share Unit Participant to whom any Share Units are proposed to be issued are responsible for ensuring and confirming that each such Share Unit Participant is a *bona fide* Share Unit Participant.

Limits on Share Unit Grants

The maximum number of common shares made available for issuance from treasury under the Share Unit Plan shall not exceed 3,000,000 common shares, subject to adjustments pursuant to the Share Unit Plan. When combined with the number of common shares issuable pursuant to all of the Company's security-based compensation arrangements, the number of common shares issuable under the Share Unit Plan shall not exceed 10% of the issued and outstanding common shares at the time of the grant on a non-diluted basis.

Unless the Company has obtained the requisite Disinterested Shareholder Approval (as defined in the Share Unit Plan), the maximum number of common shares which may be issuable to any one Share Unit Participant (other than a consultant) under the Share Unit Plan, together with all of the Company's other security-based compensation

arrangements, within any one year period, is 5% of the total number of issued and outstanding common shares at the time of grant.

The maximum number of common shares which may be issued to any one consultant under the Share Unit Plan, together with all of the Company's other security-based compensation arrangements, in any one year period may not exceed 2% of the issued and outstanding common shares at the time of grant.

The maximum number of common shares which may be issued to all Insiders of the Company collectively under the Share Unit Plan, together with all of the Company's other security-based compensation arrangements, is 10% of the issued and outstanding common shares at the time of grant. In addition, the maximum number of common shares which may be issued to all Insiders of the Company collectively under the Share Unit Plan, together with all of the Company's other security-based compensation arrangements, in any 12-month period may not exceed 10% of the issued and outstanding common shares at the time of grant.

In addition to the foregoing, the maximum number of common shares which may be issuable pursuant to Share Units granted under the Share Unit Plan, together with all of the Company's other security-based compensation arrangements, to Non-Employee Directors shall be limited such that:

- (a) the annual grant of Share Units under the Share Unit Plan, together with any other security-based incentive awards under the Company's other security-based compensation arrangements, to any one Non-Employee Director shall not exceed \$150,000 in value (based on a Black-Scholes calculation or such other similar and acceptable methodology, applied consistently and appropriately as determined by the Board), of which no more than \$100,000 may comprise stock options; and
- (b) the maximum number of common shares that may be made issuable pursuant to the annual grant of Share Units under the Stock Option Plan, together with any other share-based incentive awards under the Company's other security-based compensation arrangements shall not exceed an aggregate reserve per year of 1% of the total number of issued and outstanding common shares for all Non-Employee Directors.

Dividends

When dividends are paid on common shares, additional RSUs and PSUs (collectively, the "**Dividend Share Units**") shall be credited to the grantee's account as of the dividend payment date. The number of Dividend Share Units to be credited to the grantee's account shall be determined by dividing the dollar amount of the dividends payable in respect of the Dividend Share Units allocated to the grantee's account by the market price per common share as at the date credited. For greater certainty, Dividend Share Units shall be counted towards and be subject to the maximum number of common share reserved pursuant to the Share Unit Plan.

Transferability of Awards

Rights respecting Share Units and Dividend Share Units are not transferable or assignable other than by will or the laws of descent and distribution

Expiry of Share Units

The expiry date of each Share Unit will be the date determined by the Board or Compensation Committee (as applicable) and specified in the grant agreement pursuant to which such Share Unit is granted, provided that such date may not be later than the earlier of: (i) the date which is the fifth anniversary of the date on which such Share Unit is granted, and (ii) the latest date permitted under the applicable rules and regulations of all regulatory authorities to which the Company is subject, including the TSX-V.

Termination of Share Units

If a Share Unit Participant holding RSUs and/or PSUs, as applicable, ceases to be an employee or officer of the Company for any reason other than death, disability, retirement, termination for Cause (as defined in the Share Unit Plan) or resignation, all of the applicable Share Unit Participant's RSUs and/or PSUs, as applicable, shall immediately vest as of the date of termination and will be settled in accordance with the terms of the Share Unit Plan. All vested RSUs or PSUs, as applicable, will be settled on the date of termination based on the market

price as of the date of termination. If a Share Unit Participant ceases to be an employee or officer by reason of termination for cause or resignation, subject to the discretion of the Compensation Committee, the Share Unit Participant will forfeit all outstanding, non-vested RSUs or PSUs outstanding on the date of termination. For greater certainty, any determination regarding the period for vesting or settlement of RSUs and/or PSUs made by the Compensation Committee may be made at any time subsequent to the date of grant of such RSUs and/or PSUs, provided, however, that the Compensation Committee may not extend the period for settlement beyond the date that is 12 months after the applicable date of termination.

If a Share Unit Participant holding RSUs and/or PSUs, as applicable, Retires (as defined in the Share Unit Plan), subject to the discretion of the Compensation Committee, the individual will continue to have any non-vested RSUs and/or PSUs, as applicable, vest in accordance with the vesting schedule in each grant agreement and will be settled at each date of settlement based on the market price on the date of retirement. For greater certainty, any determination regarding the period for vesting or settlement of RSUs and/or PSUs made by the Compensation Committee may be made at any time subsequent to the date of grant of such RSUs and/or PSUs, provided, however, that the Compensation Committee may not extend the period for settlement beyond the date that is 12 months after the applicable date of retirement.

If a Share Unit Participant ceases to be an employee or officer of the Company by reason of death or disability, subject to the discretion of the Compensation Committee, all non-vested RSUs and/or PSUs, as applicable, will immediately vest as of the date of death or disability. The vested Share Units will be settled based on the market price at the date of death or disability. In cases of death, all settled RSUs or PSUs will be payable to the Share Unit Participant named beneficiary or estate. For greater certainty, any determination regarding the period for vesting or settlement of RSUs and/or PSUs made by the Compensation Committee may be made at any time subsequent to the date of grant of such RSUs and/or PSUs, provided, however, that the Compensation Committee may not extend the period for settlement beyond the date that is 12 months after the applicable date of death or disability.

Adjustment, Change of Control and Acceleration of Vesting

The Share Unit Plan contains an adjustment mechanism to alter the number or kind of shares or other securities on which the Share Units are based, upon a share reorganization, corporate reorganization or other distribution (other than normal cash dividends).

In the event of a Change of Control (as defined in the Share Unit Plan) and within 24 months of such Change of Control the Company terminates the employment of the holder of Share Units for any reason other than Cause, then all of the Share Units will immediately vest on the termination date and will be settled in accordance with the terms of the Share Unit Plan.

Notwithstanding the foregoing, the Compensation Committee may: (i) in the event of a Change of Control, determine that all outstanding Share Units shall be cancelled upon a Change of Control, and that the value of such Share Units, as determined by the Compensation Committee in accordance with the terms of the Share Unit Plan and the applicable Share Unit grant agreements, shall be paid out in cash in an amount based on the Change of Control Price (as defined in the Share Unit Plan) within a reasonable time subsequent to the Change of Control, subject to the approval of the TSX-V; or (ii) determine in good faith prior to the occurrence of a Change of Control that any Share Unit shall be honored or assumed, or new rights substituted therefor by any successor to the Company.

The foregoing provisions on change of control and acceleration of vesting are consistent, in all material respects, with the provisions of the existing Legacy Omnibus Plan.

Amendments and Termination of Share Unit Plan

The Share Unit Plan contains provisions which set out circumstances where Shareholder approval will not be required, including but not limited to: (i) altering, extending or accelerating the terms and conditions of vesting of any Share Unit, (ii) accelerating the expiry date of Share Units, (iii) amending the definitions contained within the Share Unit Plan, other than with respect to eligibility to participate in the Share Unit Plan, (iv) amendments of a housekeeping nature, (v) amendments necessary to comply with the provisions of applicable laws, (v) amendments necessary to suspend or terminate the Share Unit Plan or affecting the administration of the Share Unit Plan, and (vi) any other amendment, whether fundamental or otherwise, not requiring Shareholder approval under applicable law.

The Share Unit Plan contains amending provisions which set out circumstances where Shareholder approval will be required, including: (i) amendments that increase the number of common shares issuable under the Share Unit Plan, (ii) amendments required to be approved by Shareholders under applicable laws, (iii) amendments which would permit Share Units granted under the Share Unit Plan to be transferable or assignable other than for normal estate settlement purposes, (iv) amendments to the amendment procedures/provisions of the Share Unit Plan, and (v) amendments to eligible Share Unit Participants that may permit the introduction or reintroduction of Non-Employee Directors on a discretionary basis or that increase the participation limits of such Non-Employee Director.

The Share Unit Plan also contains provisions which set out circumstances where Disinterested Shareholder Approval will be required, including: (i) amendments to the Share Unit Plan that could result at any time in the number of common shares reserved for issuance under the Share Unit Plan to Insiders exceeding 3,000,000 common shares, (ii) amendments to the Share Unit Plan that could result at any time in the issuance to Insiders, within a 12 month period, of a number of common shares exceeding 10% of the outstanding issue, (iii) amendments to the Share Unit Plan that could result at any time in the issuance to any one Share Unit Participant, within a 12 month period, of a number of common shares exceeding 5% of the outstanding issue, and (iv) amendments requiring Disinterested Shareholder Approval under applicable law.

Legacy Omnibus Plan

The following is a description of the key terms of the Legacy Omnibus Plan. The Legacy Omnibus was replaced with the Stock Option Plan, the Share Unit Plan and the Phantom DSU Plan in 2021. Awards granted under the Legacy Omnibus Plan will remain outstanding and governed by the respective terms of such plan, but no new awards will be granted under the Legacy Omnibus Plan.

Purpose

The purpose of the Legacy Omnibus Plan was to: (a) promote a significant alignment between officers and employees of Superior Gold and its Affiliates and the growth objectives of Superior Gold; (b) to associate a portion of participating employees' compensation with the performance of Superior Gold over the long term; and (c) to attract, motivate and retain the critical employees to drive the business success of Superior Gold.

Types of Awards

The Legacy Omnibus Plan provided for the grant of Options, PSUs, RSUs and DSUs. All Awards were granted by an agreement or other instrument or document evidencing the Award granted under the Legacy Omnibus Plan (an "**Award Agreement**").

Shares Available for Awards

No additional Awards may be granted under the Legacy Omnibus Plan.

As of the Record Date, there were 5,913,656 common shares reserved for issuance under the Legacy Omnibus Plan consisting of 4,950,000 common shares reserved for share options and 963,656 common shares reserved for all other Awards.

Description of Awards and Effect of Termination on Awards

Options

Subject to the provisions of the Legacy Omnibus Plan, the Board or its delegate granted Options under the Legacy Omnibus Plan. An Option entitles a holder to purchase a common share of the Company at an exercise price set at the time of the grant. Options granted vest over a period of time as established by the Board from time to time. The term of each option was fixed by the Board or its delegate, but did not exceed 5 years from the date of grant and under no circumstances did the Company issue options at less than fair market value. Fair market value is defined as the greater of: (a) the volume weighted average trading price of the common shares of the Company on the Exchange for the five most recent trading days immediately preceding the grant date; and (b) the closing price of the common shares on the Exchange on the trading day immediately prior to the grant date.

Except as may otherwise be set forth in an underlying employment agreement, if an optionee ceases to be an Eligible Person in the event of retirement, each vested Stock Option held by that person will cease to be exercisable on the earlier of the original expiry date and six months after the termination date. In the case of the optionee being terminated, each vested Stock Option will cease to be exercisable on the earlier of the original expiry date and three months after the termination date. In the event of death of an optionee, the legal representative may exercise the vested Stock Options for a period until the earlier of the original expiry date and 12 months after the date of death. In all cases, any unvested Stock Options held by the optionee shall terminate and become void on the date of termination, retirement or death, as applicable.

Restricted Share Units

Subject to the provisions of the Legacy Omnibus Plan, the Board or its delegate granted RSUs under the Legacy Omnibus Plan. An RSU granted is an award of shares that does not vest until after a specified period of time, or satisfaction of other vesting conditions as determined by the Board or its delegate, and which may be forfeited if conditions to vesting are not met.

If the holder of RSUs ceases to be an Eligible Person for any reason, other than death, disability or retirement, any RSUs held by the participant that have vested before the termination date will be paid to the participant, provided that all unvested RSUs held at the termination date shall be immediately cancelled and forfeited on the termination date. Unless otherwise approved by the Board, unvested RSUs previously credited to the participant's account will vest immediately in the event that the participant dies and will continue to vest, pursuant to the terms of the Legacy Omnibus Plan, in the event that the participant retires or is disabled, subject to the adjustment provisions in the Legacy Omnibus Plan in the event the participant is disabled. RSUs that have vested at the termination date will be paid to the participant, or the participant's estate, as applicable.

Deferred Share Units

Subject to the provisions of the Legacy Omnibus Plan, the Board or its delegate granted DSUs to Directors under the Legacy Omnibus Plan. A DSU is an award denominated in units that provides the holder thereof with a right to receive common shares upon settlement of the Award, subject to any such restrictions that the Board or its delegate may impose.

Each award agreement provided the extent to which the Director will have the right to retain DSUs following the Director ceasing to be a director of the Company.

Performance Shares and Performance Share Units

Subject to the provisions of the Legacy Omnibus Plan, the Board or its delegate granted Awards under the Legacy Omnibus Plan that were subject to specified performance criteria. The PSUs Awards granted were based on the attainment of certain target levels of, or a specified increase or decrease (as applicable) in one performance goals, which may include performance relative to the Company's peers or affiliates. The Board, in its discretion, may award dividend equivalents with respect to Awards of performance shares or PSUs. Such dividend equivalent entitlements may be subject to accrual, forfeiture or payout restrictions as determined by the Board or its delegate in their sole discretion.

Unless otherwise determined by the Board or its delegate, unvested Performance Shares and PSUs previously credited to the participant's account will be immediately cancelled and forfeited to the Company on the termination date in the event that the participant is terminated for any reason other than death, disability or retirement. Unvested PSUs previously credited to the participant's account will vest immediately in the event that the participant dies and will continue to vest pursuant to the Omnibus Plan in the event that the participant retires or is disabled, subject to the adjustment provisions in the Omnibus Equity Plan in the event the participant is disabled. PSUs and Performance Shares that have vested at the termination date will be paid to the participant, or the participant's estate, as applicable.

Change in Control

In the event of a change in control (as described in the Legacy Omnibus Plan), unless otherwise provided in an Award Agreement, the Board or its delegate shall have the discretion to unilaterally determine that all outstanding Awards shall be cancelled upon a change in control, and that the value of such Awards, as determined by the Board or its delegate in accordance with the terms of the Omnibus Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change in Control Price within a reasonable time subsequent to the Change in Control, subject to the approval of the Exchange.

Notwithstanding the foregoing, no cancellation, acceleration of vesting, lapsing of restrictions or payment of an Award shall occur with respect to any Award if the Board or its delegate reasonably determines in good faith prior to the occurrence of a Change of Control that such Award shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Award hereinafter referred to as an "**Alternative Award**") by any successor to the Company or an Affiliate as described in Article 15 of the Legacy Omnibus Plan; provided, however, that any such Alternative Award must:

- be based on stock which is traded on the Exchange and/or the Toronto Stock Exchange;
- provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule (including vesting upon termination of employment) and identical or better timing and methods of payment;
- recognize, for the purpose of vesting provisions, the time that the Award has been held prior to the Change of Control; and
- have substantially equivalent economic value to such Award (determined prior to the time of the Change of Control).

Term of the Omnibus Plan

The Legacy Omnibus Plan shall remain in effect until terminated by the Board.

Assignability

Except as may be permitted by the Board or its delegate or as specifically provided in an Award Agreement, no Award or other benefit payable under the Legacy Omnibus Plan shall, except as otherwise specifically provided by law or permitted by the Board or its delegate, be transferred, sold, assigned, pledged or otherwise disposed in any manner other than by will or the law of descent.

Amendment

Unless otherwise restricted by law or the Exchange rules, the Board or its delegate may at any time and from time to time, alter, amend, modify, suspend or terminate the Legacy Omnibus Plan or any Award in whole or in part without notice to, or approval from, shareholders, including, but not limited to for the purposes of:

- making any amendments to the general vesting provisions of any Award;
- making any amendments to the general term of any Award provided that no Award held by an Insider may be extended beyond its original expiry date;
- making any amendments to add covenants or obligations of the Company for the protection of Participants;
- making any amendments not inconsistent with the Legacy Omnibus Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, it may

be expedient to make, including amendments that are desirable as a result of changes in law or as a "housekeeping" matter; or

- making such changes or corrections which are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error.

However, other than as expressly provided in an Award Agreement or with respect to a Change of Control, the Compensation Committee shall not alter or impair any rights or increase any obligations with respect to an Award previously granted under the Legacy Omnibus Plan without the consent of the Participant.

Shareholder approval is however required to make the following amendments:

- A reduction in the Option Price of a previously granted Option benefitting an Insider of the Company or one of its Affiliates (unless carried out pursuant to Section 4.2 of the Legacy Omnibus Plan).
- Any amendment or modification which would increase the total number of common shares available for issuance under the Omnibus Plan (unless carried out pursuant to Section 4.2 of the Legacy Omnibus Plan).
- An increase to the limit on the number of common shares issued or issuable under the Omnibus Plan to Insiders of the Company (unless carried out pursuant to Section 4.2 of the Legacy Omnibus Plan);
- An extension of the expiry date of an Option other than as otherwise permitted hereunder in relation to a Blackout Period or otherwise; or
- Any amendment to the amendment provisions of the Legacy Omnibus Plan.

Phantom Unit Plan

Upon the recommendation of the Compensation Committee and the Consultant, on May 10, 2021, the Company the Phantom Unit Plan. The Phantom Unit Plan provides for grants of certain phantom units which, as of the date of its adoption, consists solely of deferred share units ("**Phantom DSUs**"). The Phantom Unit Plan is a cash-settled plan only. No common shares may be issued from treasury under the terms of the Phantom Unit Plan. Accordingly, Shareholders are not required to approve the Phantom Unit Plan.

DSUs issued under the Phantom Unit Plan are available to current or former Non-Employee Directors (the "**Eligible Directors**") in order to allow them to participate in the long-term success of the Company and to promote a greater alignment of interests between the Eligible Directors and Shareholders. The Phantom Unit Plan is administered by the Compensation Committee (as delegated by the Board).

Terms of the Phantom Unit Plan

The Phantom Unit Plan permits Eligible Directors to elect in each calendar year to receive their respective annual retainer in cash, Phantom DSUs or a combination thereof (which retainer, for the purposes of the Phantom Unit Plan, does not include committee member/chairperson retainers, Board or committee meeting fees, or special remuneration for ad hoc services rendered to the Board).

The number of DSUs granted to a director electing to receive his or her retainer in Phantom DSUs is determined based on the greater of: (i) the five-day volume weighted average trading price of the common shares prior to the date the Phantom DSUs are granted and (ii) the closing price of the common shares on the trading day immediately prior to the date the Phantom DSUs are granted. In addition, under the Phantom Unit Plan, the Board may provide discretionary grants of Phantom DSUs to Eligible Directors from time to time, subject to such terms and conditions as the Board may prescribe.

On an Eligible Director's "separation date" (as defined in the Phantom Unit Plan, but generally meaning the earliest date on which an Eligible Director is not a director, officer or employee, as applicable, of the Company and not serving as a member of the board of another corporation that is a related corporation per the *Income Tax Act*

(Canada), the Board will settle the Phantom Units held by such Eligible Director by paying cash to the participant calculated in accordance with the terms of the Phantom Unit Plan.

The Phantom Unit Plan also provides that each Eligible Director who is not a U.S. Participant (as defined in the Phantom Unit Plan) may select up to two dates for the redemption of Phantom Units following his or her "separation date", provided that in no event shall an Eligible Director be permitted to elect a date which is earlier than the 60th day following the "separation date" or later than December 15 of the calendar year following the calendar year in which the "separation date" occurs.

Except to an Eligible Director's estate or otherwise for normal estate settlement purposes, no Phantom Unit is assignable or transferable. In the event of the death of an Eligible Director, provided that an election of a redemption date ("**Redemption Date**") is not filed with the Company, the Company shall make a payment in cash within 15 days of the Eligible Director's death. If the Eligible Director filed an election of a Redemption Date prior to his or her death, the cash payment shall be made within 15 days of the Eligible Director's elected Redemption Date.

Amendment, Suspension, or Termination of the Phantom Unit Plan

The Board may, in its sole discretion, at any time and from time to time: (i) amend or suspend the Phantom Unit Plan in whole or in part, (ii) amend or discontinue any DSU granted thereunder, or (iii) terminate the Phantom Unit Plan, without prior notice to or approval of Eligible Directors or Shareholders. If the Board terminates the Phantom Unit Plan, no new Phantom DSUs (other than Phantom DSUs that have been previously granted but vest subsequently pursuant to the Phantom Unit Plan) will be credited to the account of an Eligible Director. Previously credited (and subsequently vesting) DSUs will be redeemed in accordance with the terms and conditions of the Phantom Unit Plan.

Change of Control

Unless otherwise determined by the Compensation Committee or the Board, any Phantom DSUs which are credited to an Eligible Director and are outstanding immediately prior to the occurrence of a Change of Control (as defined in the Phantom Unit Plan), but which are not then vested, will become fully vested on the separation date if such separation date occurs within 24 months following the occurrence of the Change of Control.

Notwithstanding the above, the Board or the Compensation Committee may determine that all outstanding Phantom DSUs shall be cancelled upon a Change of Control, and that the value of such Phantom DSUs, as determined by the Compensation Committee in accordance with the terms of the Phantom Unit Plan shall be paid out in cash in an amount based on the Change of Control Price (as defined in the Phantom Unit Plan) within a reasonable time subsequent to the Change of Control, subject to the approval of the Exchange.

As at the date of this Circular, Phantom DSUs that have been granted to directors under the Phantom Unit Plan are detailed in the section entitled "Compensation Securities".

OTHER INFORMATION

Indebtedness of Directors and Executive Officers

None of the directors, executive officers or employees of the Company or former directors, executive officers or employees of the Company has any indebtedness outstanding to the Company or any of its subsidiaries as of the date of this Circular and no indebtedness of these individuals to another entity is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries as of the date of this Circular. Additionally, no individual who is, or at any time during the Company's last financial year was, a director or executive officer of the Company, proposed nominee for election as a director of the Company or associate of any such director, executive officer or proposed nominee is, as of the date of this Circular, indebted to the Company or any of its subsidiaries or to another entity where the indebtedness to such other entity is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, including indebtedness for security purchase or any other programs.

Interest of Certain Persons in Matters to be Acted Upon

Other than the election of directors and the approval of the equity compensation plans, none of the following persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting: (a) a director or executive officer of Superior Gold who has held such position at any time since the Company became a reporting issuer in February 2017; (b) each Nominee; or (c) associate or affiliate of a person listed in (a) or (b).

Interest of Informed Persons in Material Transactions

Other than as described elsewhere in this Circular, since the time the Company became a reporting issuer in February 2017 no informed person (as defined in NI 51-102 – *Continuous Disclosure Obligations*) of Superior Gold, proposed director of the Company, or any associate or affiliate of any informed person or proposed director, has or had any material interest, direct or indirect, in any transaction or in any proposed transaction which has materially affected or would material affect the Company or any of its subsidiaries.

Other Matters

At the time of the printing of this Circular, management of Superior Gold is unaware of any amendment, variation or other matter to come before the Meeting other than those referred to in the Notice of Meeting. However, if any other matters properly come before the Meeting, the form of proxy accompanying this Circular will be voted on such matter in accordance with the best judgment of the person or persons voting the proxy.

Additional Information

Additional information regarding Superior Gold and its business activities is available on SEDAR at www.sedar.com under Superior Gold's profile and on Superior Gold's website at www.superior-gold.com. Following the Meeting, the voting results for each item on the proxy will be available on SEDAR at www.sedar.com under Superior Gold's profile. Superior Gold's financial information is provided in the Company's financial statements and related MD&A for its most recent financial period and may be viewed on SEDAR at the location noted above and on Superior Gold's website. Shareholders may also contact Superior Gold by telephone at 647-925-1290 or by email at investor@superior-gold.com to request copies of these documents, which will be provided free of charge.

Directors' Approval

The contents of this Circular and its distribution to the shareholders of Superior Gold have been approved by the Board.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "Chris Jordaan"

Chris Jordaan
Chief Executive Officer & Director

Toronto, Ontario
May 10, 2022

SCHEDULE "A"
STOCK OPTION PLAN

See attached.

SUPERIOR GOLD INC. STOCK OPTION PLAN

1. PURPOSE OF THE OPTION PLAN

Superior Gold Inc. (the "**Corporation**") hereby establishes a stock option plan for Participants (as defined below) of the Corporation and its subsidiaries, to be known as the "Stock Option Plan" (the "**Option Plan**"). The purpose of the Option Plan is to give the Corporation's board of directors the ability to provide Participants the opportunity to participate in the long term success of the Corporation by granting to such individuals options exercisable to acquire Shares (as defined below).

2. DEFINITIONS

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

"**Affiliate**" means any corporation, partnership or other entity (i) in which the Corporation, directly or indirectly, has majority ownership interest or (ii) which the Corporation controls. For the purposes of this definition, the Corporation deemed to "control" such corporation, partnership or other entity if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation, partnership or other entity, whether through the ownership of voting securities, by contract or otherwise, and includes a corporation which is considered to be a subsidiary for purposes of consolidation under International Financial Reporting Standards.

"**Amendment Procedure**" has the meaning set forth in Section 5.1 of the Option Plan.

"**Applicable Laws**" means all laws and regulations applicable to the Corporation and its affairs, and all applicable regulations and policies of such regulatory authorities as have jurisdiction over the affairs of the Corporation including, without limitation, the Exchange.

"**Associate**" has the same meaning as found in the Securities Act (Ontario).

"**Black-Out Expiration Term**" means the ten (10) business days following the end of the Black-Out Period.

"**Black-Out Period**" means a time when, pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons as designated by the Corporation, including any Optionee.

"**Board**" means the board of directors of the Corporation or, in the appropriate circumstances, any duly appointed committee thereof.

"**Broker**" has the meaning set forth in Section 4.6 of the Option Plan.

"**Cause**" means any reason that provides the Corporation with the right to terminate a Participant without notice of termination or termination pay under the employment standards legislation applicable to that Participant's employment.

"**Change of Control**" means the occurrence of any one or more of the following events:

- (a) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its Affiliates, and another corporation or other entity, as a result of which the holders of outstanding Shares prior to the completion of the

transaction hold less than 50% of the outstanding Voting Securities of the successor corporation after completion of the transaction;

- (b) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Corporation and/or any of its subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its subsidiaries on a consolidated basis, to any other person or entity, other than a disposition to a wholly-owned subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its subsidiaries;
- (c) the Board adopts a resolution to wind-up, dissolve or liquidate the Corporation;
- (d) any person, entity or group of persons or entities acting jointly or in concert (an "Acquiror") acquires directly or indirectly or acquires control or direction over (including, without limitation, the right to vote or direct the voting of) Voting Securities of the Corporation which, when added to the Voting Securities owned directly or indirectly of record or beneficially by the Acquiror or which the Acquiror has control or direction over, would entitle the Acquiror and/or its Associates and/or its Affiliates to cast or to direct the casting of 50% or more of the votes attached to all of the Corporation's outstanding Voting Securities which may be cast to elect directors of the Corporation or the successor corporation (regardless of whether a meeting has been called to elect directors); and
- (e) the replacement by way of election or appointment at any time of one-half or more of the total number of the then incumbent members of the Board, unless such election or appointment is approved by 50% or more of the Board in office immediately preceding such election or appointment in circumstances where such election or appointment is to be made other than as a result of a dissident public proxy solicitation, whether actual or threatened.

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

"**Change of Control Price**" means (i) the highest price per Share offered in conjunction with any transaction resulting in a Change of Control (as determined in good faith by the Committee if any part of the offered price is payable other than in cash), or (ii) in the case of a Change of Control occurring solely by reason of a change in the composition of the Board, the highest Market Price of the Shares on any of the thirty (30) trading days immediately preceding the date on which a Change of Control occurs, except if the relevant participant is subject to taxation under the Income Tax Act, such Change of Control price shall be deemed to be a price determined by the Committee based on the closing price of a Share on the Exchange on the trading day preceding the Change of Control date or based on the volume weighted average trading price of the Shares on the Exchange for the five trading days immediately preceding the Change of Control date.

"**Clawback Policy**" has the meaning set forth in Section 8.3 of the Option Plan.

"**Committee**" means the Compensation and Nominating Committee of the Board, or any other committee of the Board established to monitor and recommend on compensation matters; or in the absence of any such committee, the Board itself.

"**Consultant**" means a consultant as defined in the policies of the Exchange.

"**Corporate Reorganization**" has the meaning set forth in Section 6.3 of the Option Plan.

"**Corporation**" has the meaning set forth in Section 1 of the Option Plan.

"**Disability**" means any disability with respect to a Grantee that the Committee, exercising its reasonable discretion in accordance with Applicable Laws, considers likely to prevent the Grantee from:

- (a) being employed or engaged by the Corporation, 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 Corporation or its subsidiaries; or
- (b) acting as a director or officer of the Corporation or its subsidiaries.

"**Disinterested Shareholder Approval**" means disinterested shareholder approval as defined in the policies of the Exchange.

"**Employee**" means an employee as defined in the policies of the Exchange.

"**Exchange**" means the TSX Venture Exchange, or, if the Shares are not listed on the TSX Venture Exchange at the relevant time, such other stock exchange or over-the-counter market on which the Shares are principally listed or quoted, as the case may be.

"**Expiry Date**" means the date set by the Committee under Section 3.3 of the Option Plan, representing the last date on which an Option may be exercised.

"**Grant Date**" means the date specified in an Option Agreement as the date on which an Option is granted.

"**Insider**" has the same meaning as found in the Securities Act (Ontario) and also includes Associates and Affiliates of the Insider.

"**Investor Relations Activities**" has the meaning ascribed to such term in the policies of the Exchange.

"**Market Price**" of the Shares at any date means the greater of (i) the volume-weighted average trading price of the Shares for the five trading days immediately preceding such date as reported by the Exchange; and (ii) the closing price of the Shares on the Exchange on the trading day immediately prior to such date.

"**Non-Employee Director Participation Limits**" has the meaning set forth in Section 3.4 of the Option Plan.

"**Non-Employee Directors**" means those directors of the Corporation who are also not employees or executive officers of the Corporation or an Affiliate thereof.

"**Option**" means an option to purchase Shares granted pursuant to the Option Plan.

"**Option Agreement**" means an agreement, in substantially the form attached hereto as Schedule "A", whereby the Corporation grants an Option to an Optionee.

"**Option Plan**" has the meaning set forth in Section 1 of the Option Plan.

"Option Price" means the price per Option Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of Section 6 of the Option Plan.

"Option Shares" means the aggregate number of Shares which an Optionee may purchase under an Option.

"Optionee" means, subject to all Applicable Laws, each Participant granted an Option pursuant to the Option Plan and their heirs, executors and administrators, and in respect of any assignment of Options by an Optionee pursuant to Section 8.5 of the Option Plan, means any Permitted Assign of such Optionee as the context requires.

"Participant" means a director (including a Non-Employee Director) or officer of the Corporation (or any of its subsidiaries), an Employee or a Consultant, in each case that is the recipient of an Option under this Option Plan.

"Permitted Assigns" means as applicable an RRSP, RRIF or TFSA of such Optionee.

"Restatement" has the meaning set forth in Section 8.3 of the Option Plan.

"Retirement" or **"Retire"** means a Participant's permanent withdrawal from employment or office with the Corporation on terms and conditions accepted and determined by the Board.

"RRIF" means a registered retirement income fund as defined in the *Income Tax Act* (Canada).

"RRSP" means a registered retirement savings plan as defined in the *Income Tax Act* (Canada).

"Shares" means the common shares in the capital of the Corporation as constituted on the date of the Option Plan provided that, in the event of any adjustment pursuant to Section 6 of the Option Plan, **"Shares"** shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.

"Special Distribution" has the meaning set forth in Section 6.2 of the Option Plan.

"Termination Date" means the date an Optionee ceases to be a Participant and does not include any period of statutory, contractual or reasonable notice of termination of employment or any period of salary continuance or deemed employment, except as may be required by minimum employment standards legislation.

"TFSA" means a tax-free savings account as defined in the *Income Tax Act* (Canada).

"Unissued Option Shares" means the number of Shares, at a particular time, which have been allotted 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 6 of the Option Plan, such adjustments to be cumulative.

"Withholding Obligations" has the meaning set forth in Section 4.6 of the Option Plan.

Where the context so requires, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

3. OPTION GRANTS AND TERMS OF OPTIONS

3.1 Grants

The Committee shall from time to time recommend to the Board the grant of Options to Participants, together with such limitations, restrictions and conditions as it may consider reasonable. The Board will have the authority to grant Options and to determine the limitations, restrictions and conditions, if any, in addition to those set out in the Option Plan, applicable to the exercise of an Option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Optionee's rights in respect of Shares acquired upon exercise of an Option may be forfeited. An Optionee may receive Options on more than one occasion under the Option Plan and may receive separate Options on any one occasion. In addition, the Committee may determine when any Option will become exercisable and may determine that the Option will be exercisable in installments or pursuant to a vesting schedule.

Without restricting the authority of the Board in respect of the terms of Options to be granted hereunder, the Board may at its discretion, in respect of any such Option, provide that the right to exercise such Option will vest on the achievement of performance-based vesting targets determined by the Board at its discretion, with the Option being fully-exercisable only when such required performance targets have been met as determined by the Board in its sole discretion.

3.2 Black-Out Period

Except where not permitted by the Exchange, where an Option expires during a Black-Out Period or during the Black-Out Expiration Term, the term of such Option shall be extended to the end of the applicable Black-Out Expiration Term.

3.3 Option Terms

The Option Price for each Option shall be not less than the Market Price on the Grant Date. The Expiry Date for each Option shall be set by the Committee on the Grant Date, and, subject to Section 3.2 above, shall not be more than five (5) years from the Grant Date. Any Options which are expired or terminated will be available for re-granting under the Option Plan. Options shall be non-assignable and non-transferable, and subject to such vesting provisions as the Committee in its sole discretion shall determine.

3.4 Limits on (I) Shares Issuable on Exercise of Options; and (II) Shares Issuable to Non-Employee Directors

The maximum number of Shares which may be issuable pursuant to Options granted under the Option Plan, together with all of the Corporation's other share compensation arrangements, in aggregate, shall be equal to, but will not exceed at any time, 10% of the total number of the issued and outstanding Shares as of the Grant Date on a non-diluted basis.

Unless the Corporation has obtained the requisite Disinterested Shareholder Approval pursuant to Section 5.3, the maximum number of Shares reserved for issuance to any one Optionee (other than a Consultant and all persons retained to provide Investor Relations Activities) within any one year period shall not, in aggregate, exceed 5% of the total number of outstanding Shares granted under all of the Corporation's security-based compensation arrangements.

The maximum number of Shares reserved for issuance to any one Consultant within any one year period shall not, in aggregate, exceed 2% of the total number of outstanding Shares granted under all of the Corporation's security-based compensation arrangements.

The maximum number of Shares reserved for issuance to all persons retained to provide Investor Relations Activities within any one year period shall not, in aggregate, exceed 2% of the total number of outstanding Shares granted under all of the Corporation's security-based compensation arrangements.

The maximum number of Shares issuable to all Insiders of the Corporation under the Option Plan, together with all of the Corporation's other share compensation arrangements, is limited to not more than 10% of the issued and outstanding Shares at the time of grant. In addition, the maximum number of Shares which may be issued to Insiders under the Option Plan, together with all of the Corporation's other share compensation arrangements, in any 12-month period may not exceed 10% of the issued and outstanding Shares at the time of grant.

In addition to the foregoing, the maximum number of Shares which may be issuable pursuant to Options granted under the Option Plan, together with all of the Corporation's other security-based compensation arrangements, to Non-Employee Directors, shall be limited such that:

- (a) the annual grant of Options under this Plan, together with any other security-based incentive awards under the Corporation's other security-based compensation arrangements, to any one Non-Employee Director shall not exceed \$150,000 in value (based on a Black-Scholes calculation or such other similar and acceptable methodology, applied consistently and appropriately as determined by the Board), of which no more than \$100,000 may comprise Options; and
- (b) the maximum number of Shares that may be made issuable pursuant to the annual grant of Options under this Plan, together with any other share-based incentive awards under the Corporation's other security-based compensation arrangements shall not exceed an aggregate reserve per year of 1% of the total number of issued and outstanding Shares for all Non-Employee Directors (collectively, (a) and (b) herein, the "**Non-Employee Director Participation Limits**").

3.5 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the option to purchase from the Corporation the Option Shares within the time and in the manner set out in the Option Plan and in the Option Agreement applicable to that Optionee. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with the Option Plan.

4. **EXERCISE OF OPTION**

4.1 Manner of Exercise

An Option shall be exercisable by the Optionee delivering to the Corporation a notice, substantially in the form attached as Schedule "B", specifying the number of Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Share. Upon the Corporation's receipt of such 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 Option Plan. Delivery of the Optionee's cheque payable to the Corporation 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:

- (a) the Option shall not have been validly exercised; and
- (b) the Option shall no longer be exercisable unless the Committee determines otherwise.

4.2 General Rules

- (a) Subject to Section 4.3 of the Option Plan, and any vesting restrictions applicable to the exercise of an Option as stated in the Option Agreement governing such Option, an Option may be exercised to purchase any number of Shares up to the number of Unissued Option Shares at any time after the Grant Date up to 5:00 p.m. (Toronto time) on the Expiry Date.
- (b) Options granted in accordance with a Participant's employment agreement (if applicable) shall be subject to the terms and conditions of this Option Plan.
- (c) Prior to the grant or issuance of any Options under this Option Plan, the Corporation and each Participant to whom any Options are proposed to be issued are responsible for ensuring and confirming that each such Participant is a bona fide Participant.

4.3 Termination of Affiliation

If an Optionee ceases to be a Participant, each Option held by the Optionee shall be exercisable in respect of that number of Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option as follows:

- (a) Resignation or Ceasing to Hold Office. If the Optionee ceases to be employed or engaged by the Corporation and any of its subsidiaries (including by way of voluntary resignation as a director, officer or other Participant), subject to the discretion of the Committee, each Option held by the Optionee that is exercisable at the Termination Date shall continue to be exercisable in respect of that number of Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option at any time up to but not after the earlier of: (i) the Expiry Date of that Option; and (ii) the date which is 90 days after the Termination Date, or such longer period as determined by the Committee. For greater certainty, any such determination regarding the period for exercise or vesting of Options made by the Committee may be made at any time subsequent to the Grant Date of Options, provided, however, that the Committee may not extend the period for exercise beyond the date that is 12 months after the applicable Termination Date.
- (b) Termination (other than for Cause). Notwithstanding Section 4.3(a) of the Option Plan, if the Optionee is terminated by the Corporation (other than for Cause as addressed in Section 4.3(d) below), the Optionee shall be eligible to exercise that number of Option Shares that have vested pursuant to the terms of the Option Agreement as at the Termination Date (and for Options that have not fully vested at the Termination Date, such number of unvested Options shall immediately expire and shall be cancelled and forfeited to the Corporation on the applicable Termination Date) at any time up to but not after the earlier of: (i) the Expiry Date of that Option; and (ii) the date which is 90 days after the Termination Date, or such longer period as determined by the Committee. For greater certainty, Termination Date shall not include any period of notice of termination, severance or reasonable notice under common law, unless specifically required by minimum employment standards legislation and any such determination regarding the period for exercise or vesting of Options made by the Committee may be made at any time subsequent to the Grant Date of Options, provided, however, that the Committee may not extend the period for exercise beyond the date that is 12 months after the applicable Termination Date.
- (c) Death or Disability. Notwithstanding Section 4.3(a) of the Option Plan, subject to the discretion of the Committee, if the Optionee ceases to be a director, officer or other Participant of the Corporation and any of its subsidiaries due to 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 Corporation or to any entity controlled by the Corporation, each Option held by the Optionee shall be deemed to have vested immediately and such Options shall be exercisable by the Optionee's legal representatives at any time up to the earlier of the Expiry Date of that Option and the date which is 12 months after the date of death or Disability.

- (d) For Cause. Notwithstanding Section 4.3(a) of the Option Plan, if the Optionee:
- (i) ceases to be employed or engaged by the Corporation and any of its subsidiaries for Cause, as interpreted by the courts of the jurisdiction in which the Optionee is employed or engaged if subject to court review;
 - (ii) ceases to be a director, officer or other Participant of the Corporation and any of its subsidiaries by order of any securities commission, recognized stock exchange, or any regulatory body having jurisdiction to so order; or
 - (iii) ceases to be eligible to hold office as a director of the Corporation and any of its subsidiaries under the provisions of the applicable corporate statute,

each Option held by the Optionee shall be exercisable in respect of that number of Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option at any time up to but not after the earlier of: (I) the Expiry Date of that Option; and (II) the date that is 30 days following the applicable Termination Date under this Section 4.3(d).

- (e) Retirement. Notwithstanding Section 4.3(a) of the Option Plan, subject to the discretion of the Committee, if a Participant voluntarily Retires then each Option held by the Optionee that is exercisable at the Termination Date shall continue to be exercisable in respect of that number of Option Shares that have vested pursuant to the terms of the Option Agreement governing such Option at any time up to but not after the earlier of: (i) the Expiry Date of that Option; and (ii) the date which is 180 days after the Termination Date, or such longer period as determined by the Committee. For greater certainty, any such determination regarding the period for exercise or vesting of Options made by the Committee may be made at any time subsequent to the Grant Date of Options, provided, however, that the Committee may not extend the period for exercise beyond the date that is 12 months after the applicable Termination Date.

For clarity, except as contemplated by Section 4.3(c), any Options held by a Participant that are not yet vested at the Termination Date under this Section 4.3 shall immediately expire and shall be cancelled and forfeited to the Corporation on the applicable Termination Date.

4.4 Amendment of Options by the Committee

Notwithstanding Section 4.3(a) and Section 4.3(c) of the Option Plan and subject to: (i) the prior approval of any applicable regulatory authorities, if required (which for greater certainty includes the applicable policies of the Exchange); and (ii) Section 5.1 and/or Section 5.2 below (if applicable), the Committee reserves the right to amend the terms of an Option granted to any Optionee if such party resigns or is terminated from employment or engagement with the Corporation and any of its subsidiaries or such other circumstances as the Committee sees fit. Subject to the prior approval of any applicable regulatory authorities (if required) and Section 5.1 and/or Section 5.2 below (if applicable), the Committee shall be entitled, but in no way obligated, to amend the terms of any such granted Option, including the number of Option Shares which an Optionee may purchase under such Option, the Expiry Date of such Option, the vesting provisions of such Option and the Option Price of such Option.

4.5 Amendment of Options of Insiders by the Committee

Notwithstanding Section 4.4 of the Option Plan and in addition to Section 5.1 below, the Committee will not amend the terms of any Option held by an Insider without first receiving the requisite Disinterested Shareholder Approval, except that the Committee may at its discretion change the vesting provisions of any Option granted to an Insider.

4.6 Withholding Taxes

The Corporation may withhold from any amount payable to an Optionee, either under the Option Plan or otherwise, such amount as may be necessary to enable the Corporation to comply with the applicable requirements of any Canadian federal, provincial or local law, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to awards hereunder ("**Withholding Obligations**"). The Corporation shall also have the right in its discretion to satisfy any liability for any Withholding Obligations by selling, or causing a broker to sell, on behalf of any Optionee such number of Shares issued to the Optionee upon the exercise of Options granted hereunder sufficient to fund the Withholding Obligations (after deducting commissions payable to the broker) or retaining any amount payable which would otherwise be delivered, provided or paid to the Optionee hereunder. The Corporation may require an Optionee, as a condition to exercise of an Option, to make such arrangements as the Corporation may require so that the Corporation can satisfy applicable Withholding Obligations, including, without limitation, requiring the Optionee to:

- (a) remit the amount of any such Withholding Obligations to the Corporation in advance;
- (b) reimburse the Corporation for any such Withholding Obligations; or
- (c) cause a broker who sells Shares acquired by the Optionee under the Option Plan on behalf of the Optionee to withhold from the proceeds realized from such sale the amount required to satisfy any such Withholding Obligations and to remit such amount directly to the Corporation.

Any Shares of an Optionee which are sold by the Corporation, or by a broker engaged by the Corporation (the "**Broker**"), to fund Withholding Obligations will be sold as soon as reasonably practicable in transactions effected on the Exchange. In effecting the sale of any such Shares, the Corporation or the Broker will exercise its sole judgment as to the timing and manner of sale and will not be obligated to seek or obtain a minimum price. Neither the Corporation nor the Broker will be liable for any loss arising out of any sale of such Shares including any loss relating to the manner or timing of such sales, the prices at which the Shares are sold or otherwise. In addition, neither the Corporation nor the Broker will be liable for any loss arising from a delay in transferring any Shares to an Optionee. The sale price of Shares sold on behalf of Optionees will fluctuate with the market price of the Corporation's shares and no assurance can be given that any particular price will be received upon any such sale.

5. **AMENDMENT PROCEDURES**

5.1 Amendment Procedure

The Corporation retains the right to amend or terminate the terms and conditions of the Option Plan or any Option Agreement, as applicable, by resolution of the Committee (the "**Amendment Procedure**"). Any amendment to the Option Plan shall take effect only with respect to Options granted after the effective date of such amendment, provided that it may apply to any outstanding Options with the mutual consent of the Corporation and the Optionees to whom such Options have been granted. Without limiting the generality of the foregoing, the Committee may use the Amendment Procedure without seeking shareholder approval when:

- (a) altering, extending or accelerating the terms and conditions of vesting of any Options;
- (b) accelerating the Expiry Date of Options;
- (c) amending the definitions contained within the Option Plan, other than with respect to eligibility to participate in the Option Plan;
- (d) subject to the applicable policies of the Exchange, amending or modifying the mechanics of exercise of Options as set forth in Section 4 of the Option Plan;
- (e) effecting amendments of a "**housekeeping**" or ministerial nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error, inconsistency or omission in or from the Option Plan or any Option Agreement;
- (f) effecting amendments necessary to comply with the provisions of Applicable Laws (including, without limitation, the rules, regulations and policies of the Exchange);
- (g) effecting amendments respecting the administration of the Option Plan;
- (h) effecting amendments necessary to suspend or terminate the Option Plan; and
- (i) any other amendment, whether fundamental or otherwise, not requiring shareholder approval under Applicable Laws.

5.2 Shareholder Approval

Shareholder approval will be required for the following types of amendments:

- (a) amendments that increase the number of Shares issuable under the Option Plan, except such increases by operation of Section 6 of the Option Plan;
- (b) except in the case of an Insider, any reduction in the Option Price of an Option or the cancelation and reissue of Options;
- (c) except in the case of an Insider, the extension of the term of any Option beyond the original Expiry Date of Options;
- (d) amendments required to be approved by shareholders under Applicable Laws;
- (e) amendments which would permit Options granted under the Option Plan to be transferable or assignable other than for normal estate settlement purposes;
- (f) amendments to the Option Plan's amendment procedures/provisions; and
- (g) amendments to eligible Participants that may permit the introduction or reintroduction of Non-Employee Directors on a discretionary basis or that increase the Non-Employee Director Participation Limits.

5.3 Disinterested Shareholder Approval

Disinterested Shareholder Approval will be required for the following types of amendments:

- (a) amendments to the Option Plan that could result at any time in the number of Shares reserved for issuance under the Option Plan to Insiders exceeding 10% of the outstanding issue;
- (b) amendments to the Option Plan that could result at any time in the issuance to Insiders, within a 12 month period, of a number of Shares exceeding 10% of the outstanding issue;
- (c) amendments to the Option Plan that could result at any time in the issuance to any one Optionee, within a 12 month period, of a number of Shares exceeding 5% of the outstanding issue;
- (d) any reduction in the Option Price of an Option if the Optionee is an Insider at the time of the proposed amendment;
- (e) any extension of the term of any Option beyond the original expiry of Options if the Optionee is an Insider at the time of the proposed amendment; and
- (f) amendments requiring Disinterested Shareholder Approval under Applicable Laws.

6. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES

6.1 Share Reorganization

Whenever the Corporation 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 Section 6.1(a)(ii).

6.2 Special Distribution

Subject to the prior approval of the Exchange, whenever the Corporation issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares:

- (a) shares of the Corporation, 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 Committee in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Shares as a result of such Special Distribution.

6.3 Corporate Reorganization

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 Corporation, other than as described in Sections 6.1 or 6.2 of the Option Plan;
- (b) a consolidation, merger or amalgamation of the Corporation 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; or
- (c) a transaction whereby all or substantially all of the Corporation's undertaking and assets become the property of another corporation;

(any such event being herein called a "**Corporate Reorganization**") the Optionee will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Option Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which such Optionee 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, such Optionee had been the holder of all Unissued Option Shares.

6.4 No Fractional Shares

No fractional Shares shall be issued upon the exercise of the Options and accordingly, if as a result of a Share Reorganization or Corporate Reorganization, an Optionee would become entitled to a fractional Share, such Optionee shall have the right to purchase only the next lowest whole number of Shares and no payment or other adjustment will be made with the fractional interest so disregarded.

7. **CHANGE OF CONTROL**

7.1 Effect of a Change of Control

- (a) In the event of (i) a Change of Control, and (ii) within 24 months of such Change of Control the Corporation (or its successor) terminates the employment of an Optionee for any reason other than for Cause, then all of such Optionee's Options will immediately vest on the Termination Date. In such event, all Options so vested will be exercisable, conditionally or otherwise, from such date until their respective Expiry Dates. For greater certainty, the Termination Date shall not include any period of notice of termination, severance or reasonable notice under common law, unless specifically required by minimum

employment standards legislation and, upon a Change of Control, Optionees shall not be treated any more favourably than holders of Shares with respect to the consideration that the Optionee would be entitled to receive for their Shares.

- (b) If the Optionee elects to exercise its Options following a Change of Control, the Optionee shall be entitled to receive, and shall accept, in lieu of the number of Shares to which the Optionee was entitled upon such exercise, the kind and amount of shares and other securities, property or cash which such holder could have been entitled to receive as a result of such Change of Control, on the effective date thereof, had the Optionee been the registered holder of the number of Shares to which the Optionee was entitled to purchase upon exercise of such Options.
- (c) Notwithstanding the foregoing, the Committee may:
 - (i) in the event of a Change of Control, determine that all outstanding Options shall be cancelled upon a Change of Control, and that the value of such Options, as determined by the Committee in accordance with the terms of the Option Plan and the applicable Option Agreements, shall be paid out in cash in an amount based on the Change of Control Price within a reasonable time subsequent to the Change of Control, subject to the approval of the Exchange; or
 - (ii) determine in good faith prior to the occurrence of a Change of Control that any Option shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Option hereinafter referred to as an "**Alternative Award**") by any successor to the Company or an Affiliate as described in Section 8.7, provided, however, that any such Alternative Award must:
 - (1) be based on stock which is traded on the TSX Venture Exchange, the Toronto Stock Exchange or any other stock exchange in North America, Europe or Australia as determined by the Committee;
 - (2) provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Option, including, but not limited to, an identical or better exercise or vesting schedule (including vesting upon termination of employment) and identical or better timing and methods of payment;
 - (3) recognize, for the purpose of vesting provisions, the time that the Option has been held prior to the Change of Control; and
 - (4) have substantially equivalent economic value to such Option (determined prior to the time of the Change of Control).

8. MISCELLANEOUS

8.1 Form of Notice

A notice given to the Corporation shall be in writing, signed by the Optionee and delivered to the Corporate Secretary of the Corporation, or such other individual as may be designated by the Committee.

8.2 Right to Employment

Neither the Option Plan nor any of the provisions hereof shall affect in any way the Optionee's right to continued employment with the Corporation or its subsidiaries or the Corporation's right to terminate such employment.

8.3 Clawback Policy

The Corporation has a Clawback Policy (the "**Clawback Policy**") in place which applies in the event the Corporation's financial results are restated, other than as a result of a change or amendment in accounting principles ("**Restatement**") as a result of intentional misconduct, fraud or gross negligence engaged in by certain senior executive officers and members of management of the Corporation causing the need for the Restatement. The terms of this Option Plan are subject to the terms of the Clawback Policy.

8.4 Amendment and Waiver

Subject to pre-clearance with the Exchange and any other prior regulatory approval or shareholder approval under Section 5.2 (where required), the Corporation may from time to time amend any provisions of the Option Plan, but no such amendment can impair any of the rights of any Optionee under any Option then outstanding and any material amendment to the Option Plan or increase in the maximum number of Shares which may be issuable under the Option Plan as set out in Section 3.4 of the Option Plan will require the approval of shareholders of the Corporation.

8.5 No Assignment

- (a) Subject to Section 8.5(b) below, Options shall be non-assignable and non-transferable by the Optionee otherwise than by will or the laws of descent and distribution, and shall be exercisable only by the Optionee during the lifetime of the Optionee and only by the Optionee's legal representative after death of the Optionee (to the extent permitted by Section 4.3 of the Option Plan).
- (b) Notwithstanding Section 8.5(a) above, Options may be assigned by an Optionee to whom an Option has been granted to a Permitted Assign of such Optionee, following which such Options shall be non-assignable and non-transferable by such Permitted Assign, except to another Permitted Assign, otherwise than by will or the laws of descent and distribution, and shall be exercisable only by such Permitted Assign during the lifetime of such Permitted Assign and only by such Permitted Assign's legal representative after death of such Permitted Assign (to the extent permitted by Section 4.3 of the Option Plan).

8.6 Conflict

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

8.7 Successors

Any obligations of the Corporation or an Affiliate under the Option Plan with respect to Options granted hereunder shall be binding on any successor to the Corporation or its Affiliates, respectively, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the businesses and/or assets of the Company or Affiliate, as applicable.

8.8 Time of Essence

Time is of the essence of the Option 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.

8.9 Entire Agreement

This Option Plan and the Option Agreement set out the entire agreement between the Corporation and the Optionees relative to an Option and supersede all prior agreements, undertakings and understandings, whether oral or written.

8.10 Governing Law

This Option Plan shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflict of laws.

8.11 Board Approval

This Option Plan received Board approval on May 10, 2021.

SCHEDULE "A"

SUPERIOR GOLD INC.

OPTION AGREEMENT

This Option Agreement is entered into between Superior Gold Inc. (the "**Corporation**") and the Optionee named below pursuant to the Stock Option Plan (the "**Option Plan**") and confirms that:

- (a) On _____, _____ (the "**Grant Date**");
- (b) _____ (the "**Optionee**");
- (c) was granted the option to purchase _____ Common Shares (the "**Option Shares**") of the Corporation;
- (d) for the price (the "**Option Price**") of \$_____ per Option Share;
- (e) which will become exercisable up to, but not after _____, _____ (the "**Expiry Date**"), as follows:
 - (i) up to _____ Option Shares after the following the vesting performance targets _____ are _____ met: _____; or
 - (ii) up to _____ Option Shares after _____, _____;
 - (iii) up to _____ Option Shares after _____, _____;
 - (iv) up to _____ Option Shares after _____, _____; and
 - (v) up to _____ Option Shares after _____, _____,

all on terms and subject to the conditions set out in the Option Plan.

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

[Signature Page Follows.]

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

SUPERIOR GOLD INC.

By: _____
Name:
Title:

Witness

Optionee

SCHEDULE "B"

ELECTION TO EXERCISE STOCK OPTIONS

TO: SUPERIOR GOLD INC. (the "Corporation")

The undersigned option holder hereby irrevocably elects to exercise options ("**Options**") granted by the Corporation to the undersigned pursuant to an Agreement dated [●] under the Corporation's Stock Option Plan (the "**Option Plan**") for the number of common shares in the capital of the Corporation ("**Shares**") in accordance with as set forth below.

Number of Shares to be Acquired: _____

Exercise Price (per Share): \$ _____

Aggregate Purchase Price: \$ _____

Amount enclosed that is payable on account of withholding of tax or other required deductions relating to the exercise of the Options (contact the Corporation for details of such amount) (the "**Withholding Obligations**"): \$ _____

Or check here if alternative arrangements have been made with the Corporation with respect to the payment of applicable Withholding Obligations

and hereby tenders a certified cheque or bank draft for such Aggregate Purchase Price, and, if applicable, Withholding Obligations and directs such Shares to be registered in the name of _____.

DATED this ____ day of _____, _____.

Witness

[Insert Optionee's Name]

SCHEDULE "B"

MANDATE OF THE BOARD OF DIRECTORS

1.0 Introduction

The board of directors (the "**Board**") of Superior Gold Inc. (the "**Company**") is elected by the shareholders of the Company and is responsible for the stewardship of the Company. The purpose of this mandate is to describe the principal duties and responsibilities of the Board, as well as some of the policies and procedures that apply to the Board in discharging its duties and responsibilities.

2.0 Chair of the Board

The chair of the Board ("**Chair**") will be appointed by the Board, after considering the recommendation of the Compensation Committee, for such term as the Board may determine.

3.0 Independence

Where the Chair is not independent, the independent directors will select one of their number to be appointed lead director of the Board for such term as the independent directors may determine. If the Company has a non-executive Chair, then the role of the lead director will be filled by the non-executive Chair. The lead director or non-executive Chair will chair regular meetings of the independent directors and assume other responsibilities that the independent directors as a whole have designated.

4.0 Role and Responsibilities of the Board

The role of the Board is to represent the shareholders of the Company, enhance and maximize shareholder value and conduct the business and affairs of the Company ethically and in accordance with the highest standards of corporate governance. The Board is ultimately accountable and responsible for providing independent, effective leadership in supervising the management of the business and affairs of the Company. The responsibilities of the Board include:

- adopting a strategic planning process;
- risk identification and ensuring that procedures are in place for the management of those risks;
- review and approve annual operating plans and budgets;
- corporate social responsibility, ethics and integrity;
- succession planning, including the appointment, training and supervision of management;
- delegations and general approval guidelines for management;
- monitoring financial reporting and management;
- monitoring internal control and management information systems;
- corporate disclosure and communications;
- adopting measures for receiving feedback from stakeholders; and
- adopting key corporate policies designed to ensure that the Company, its directors, officers and employees comply with all applicable laws, rules and regulations and conduct their business ethically and with honesty and integrity.

Meetings of the Board will be held at least quarterly, with additional meetings to be held depending on the state of the Company's affairs and in light of opportunities or risks which the Company faces. In addition, separate, regularly scheduled meetings of the independent directors of the Board will be held at which members of management are not present.

The Board will delegate responsibility for the day-to-day management of the Company's business and affairs to the Company's senior officers and will supervise such senior officers appropriately.

The Board may delegate certain matters it is responsible for to Board committees, presently consisting of the Audit Committee and Compensation and Nominating Committee. The Board will, however, retain its oversight function and ultimate responsibility for these matters and all delegated responsibilities.

5.0 Strategic Planning Process and Risk Management

The Board will adopt a strategic planning process to establish objectives and goals for the Company's business and will review, approve and modify as appropriate the strategies proposed by senior management to achieve such objectives and goals. The Board will review and approve, at least on an annual basis, a strategic plan which takes into account, among other things, the opportunities and risks of the Company's business and affairs.

The Board, in conjunction with management, will identify the principal risks of the Company's business and oversee management's implementation of appropriate systems to effectively monitor, manage and mitigate the impact of such risks.

6.0 Corporate Social Responsibility, Ethics and Integrity

The Board will provide leadership to the Company in support of its commitment to Corporate Social Responsibility, set the ethical tone for the Company and its management and foster ethical and responsible decision making by management. The Board will take all reasonable steps to satisfy itself of the integrity of the Chief Executive Officer and management and satisfy itself that the Chief Executive Officer and management create a culture of integrity throughout the organization.

7.0 Succession Planning, Appointment and Supervision of Management

The Board will approve the succession plan for the Company, including the selection, appointment, supervision and evaluation of the Chief Executive Officer and the other senior officers of the Company, and will also approve the compensation of the Chief Executive Officer and the other senior officers of the Company.

8.0 Delegations and Approval Authorities

The Board will delegate to the Chief Executive Officer and senior management authority over the day-to-day management of the business and affairs of the Company. This delegation of authority will be subject to specified financial limits and any transactions or arrangements in excess of general authority guidelines will be reviewed by and subject to the prior approval of the Board.

9.0 Monitoring of Financial Reporting and Management

The Board will approve all regulatory filings, including the annual audited financial statements, interim financial statements, the notes and management discussion and analysis accompanying such financial statements, quarterly and annual reports, management proxy circulars, annual information forms, prospectuses, and all capital investments, equity financings, borrowings and all annual operating plans and budgets.

The Board will adopt procedures that seek to: ensure the integrity of internal controls and management information systems; ensure compliance with all applicable laws, rules and regulations; and prevent violations of applicable laws, rules and regulations relating to financial reporting and disclosure, violation of the Company's code of business conduct and ethics and fraud against shareholders.

10.0 Corporate Disclosure and Communications

The Board will seek to ensure that all corporate disclosure complies with all applicable laws, rules and regulations and the rules and regulations of the stock exchanges upon which the Company's securities are listed. In addition, the Board will adopt procedures that seek to ensure the Board receives feedback from security holders on material issues.

11.0 Corporate Policies

The Board will adopt and annually review policies and procedures designed to ensure that the Company, its directors, officers and employees comply with all applicable laws, rules and regulations and conduct the Company's business ethically and with honesty and integrity. Principal policies consist of:

- Code of Business Conduct and Ethics;
- Corporate Disclosure Policy;
- Corporate Governance Guidelines;
- Insider Trading Policy;
- Share Ownership Policy;
- Clawback Policy;
- Modern Slavery Statement; and
- Whistleblower Policy.

12.0 Review of Mandate

The Compensation Committee will annually review and assess the adequacy of this mandate and recommend any proposed changes to the Board for consideration.

Approved by Board of Directors on May 10, 2022

SCHEDULE "C"

AUDIT COMMITTEE CHARTER

This charter (the "**Charter**") sets forth the purpose, composition, responsibilities and authority of the Audit Committee (the "**Committee**") of the Board of Directors (the "**Board**") of Superior Gold Inc. (the "**Company**").

1.0 Purpose

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- financial reporting and disclosure requirements;
- the implementation of risk management and internal control over financial reporting and disclosure controls and procedures; and
- external and internal audit processes.

2.0 Composition and Membership

- (a) The Board will appoint the members ("**Members**") of the Committee. The Members will be appointed to hold office until the next annual general meeting of shareholders of the Company or until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will automatically cease to be a Member upon ceasing to be a director.
- (b) The Committee will consist of at least three directors. A majority of Members will meet the criteria for independence and financial literacy established by applicable laws and the rules of any stock exchanges upon which the Company's securities are listed, including National Instrument 52-110 — *Audit Committees*.
- (c) The Board will designate one of the Members to act as the Chair of the Committee (the "**Chair**"). The corporate secretary of the Company (the "**Secretary**") will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. If the Secretary is not in attendance at any meeting, the Committee will appoint another person who may, but need not, be a Member to act as the secretary of that meeting.

3.0 Meetings

- (a) Meetings of the Committee will be held at such times and places as the Chair may determine, but in any event not less than four (4) times per year. Twenty-four (24) hours advance notice of each meeting will be given to each Member orally, by telephone or email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by telephone.
- (b) At the request of the external auditors of the Company, the Chief Executive Officer or the Chief Financial Officer of the Company or any Member, the Chair will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.
- (c) The Chair, if present, will act as the Chair of meetings of the Committee. If the Chair is not present at a meeting of the Committee the Members in attendance may select one of their number to act as Chair of the meeting.

- (d) A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chair will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolutions signed by all Members.
- (e) The Committee may invite from time to time such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee will meet in camera without members of management in attendance for a portion of each meeting of the Committee.
- (f) In advance of every regular meeting of the Committee, the Chair, with the assistance of the Secretary, will prepare and distribute to the Members and others as deemed appropriate by the Chair, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of the Company to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

4.0 Duties and Responsibilities

The duties and responsibilities of the Committee as they relate to the following matters, are as follows:

4.1 *Financial Reporting and Disclosure*

- (a) review and recommend to the Board for approval, the audited annual financial statements, including the auditors' report thereon, the quarterly financial statements, management discussion and analysis, financial reports, and other applicable financial disclosure, prior to the public disclosure of such information.
- (b) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual report to shareholders, management proxy circular, material change disclosures of a financial nature and similar disclosure documents prior to the public disclosure of such information.
- (c) review with management of the Company, and with external auditors, significant accounting principles and disclosure issues and alternative treatments under Canadian generally accepted accounting principles ("**GAAP**") and International Financial Reporting Standards as issued by the International Accounting Standards Board ("**IFRS**"), as applicable, all with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly the Company's financial position and the results of its operations in accordance with Canadian GAAP or IFRS, as applicable.
- (d) seek to ensure that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements, periodically assess the adequacy of those procedures and recommend any proposed changes to the Board for consideration.

4.2 *Internal Controls and Audit*

- (a) review the adequacy and effectiveness of the Company's system of internal control and management information systems through discussions with management and the external auditor to ensure that the Company maintains: (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect the Company's transactions; (ii) effective internal control systems; and (iii) adequate processes for assessing the risk of material misstatement of the financial statement and for detecting control weaknesses or fraud. From time to time the Committee will assess whether it is necessary or desirable to establish a formal internal audit department having regard to the size and stage of development of the Company at any particular time.

- (b) satisfy itself that management has established adequate procedures for the review of the Company's disclosure of financial information extracted or derived directly from the Company's financial statements.
- (c) satisfy itself, through discussion with management, that the adequacy of internal controls, systems and procedures has been periodically assessed in order to ensure compliance with regulatory requirements and recommendations.
- (d) review and make recommendations regarding the Company's major financial risk exposures and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities.
- (e) review, and in the Committee's discretion, make recommendations to the Board regarding, the adequacy of the Company's risk management policies and procedures with regard to identification of the Company's principal risks and implementation of appropriate systems to manage such risks including an assessment of the adequacy of insurance coverage maintained by the Company.
- (f) recommend the appointment, or if necessary, the dismissal of the head of the Company's internal audit process.

4.3 External Audit

- (a) recommend to the Board a firm of external auditors to be nominated for appointment as the external auditor of the Company.
- (b) ensure the external auditors report directly to the Committee on a regular basis.
- (c) review the independence of the external auditors.
- (d) review and recommend to the Board the fee, scope and timing of the audit and other related services rendered by the external auditors.
- (e) review the audit plan of the external auditors prior to the commencement of the audit.
- (f) establish and maintain a direct line of communication with the Company's external and internal auditors.
- (g) meet in camera with only the auditors, with only management, and with only the members of the Committee at every Committee meeting where, and to the extent that, such parties are present.
- (h) oversee the work of the external auditors of the Company with respect to preparing and issuing an audit report or performing other audit or review services for the Company, including the resolution of issues between management of the Company and the external auditors.
- (i) review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used, any alternative treatments of financial information that have been discussed with management of the Company, and any other matters.
- (j) Review any material written communications between management of the Company and the external auditors and any significant disagreements between management and the external auditors.
- (k) discuss with the external auditors their perception of the Company's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review and availability of records, data and other requested information and any recommendations with respect thereto.

- (l) review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board.
- (m) review annually a report from the external auditors in respect of their internal quality-control procedures, any material issues raised by the most recent internal quality-control review, or peer review of the external auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to address any such issues.

4.4 Associated Responsibilities

- (a) monitor and periodically review the Whistleblower Policy and associated procedures for:
 - i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters.
 - ii) the confidential, anonymous submission by directors, officers and employees of the Company of concerns regarding questionable accounting or auditing matters.
 - iii) if applicable, any violations of any applicable law, rule or regulation that relates to corporate reporting and disclosure, or violations of the Company's Code of Business Conduct & Ethics.
- (b) review and approve the Company's hiring policies regarding employees and partners, and former employees and partners, of the present and former external auditors of the Company.

4.5 Non-Audit Services

Pre-approve all non-audit services to be provided to the Company or any subsidiary entities by its external auditors or by the external auditors of such subsidiary entities. The Committee may delegate to one or more of its members the authority to pre-approve non-audit services but pre-approval by such member or members so delegated shall be presented to the full Committee at its first scheduled meeting following such pre-approval.

5.0 Oversight Function

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that the Company's financial statements are complete and accurate or comply with GAAP or IFRS, as applicable, and other applicable requirements. These are the responsibilities of Management and the external auditors. The Committee, the Chair and any Members identified as having accounting or related financial expertise are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of the Company, and are specifically not accountable or responsible for the day to day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of the Company's financial information or public disclosure.

6.0 Reporting

The Chair will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Committee will annually review and approve the Committee's report for inclusion in the Annual Information Form. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

7.0 Access to Information and Authority

The Committee will be granted unrestricted access to all information regarding the Company that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by Members. The Committee has the authority to retain, at the Company's expense, independent legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve their fees without prior approval of the Board. The Committee also has the authority to communicate directly with internal and external auditors.

8.0 Review of Charter

The Committee will annually review and assess the adequacy of this Charter and recommend any proposed changes to the Board for consideration.

Approved by Board of Directors on May 10, 2022

