

CENTURION MINERALS LTD.
ANNUAL GENERAL AND SPECIAL MEETING
TO BE HELD ON August 12, 2022
NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING
AND
INFORMATION CIRCULAR

June 29, 2022

CENTURION MINERALS LTD.

Suite 520 – 470 Granville St.

Vancouver, BC, V6C 1V5

Toll-Free: 1-855-683-1991 Tel: 604-484-2161 Fax: 604-683-8544

Dear Shareholders:

The directors of Centurion Minerals Ltd. (the "**Company**") invite you to attend the annual general and special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares of Company ("**Shares**"). The Meeting will be held on August 12, 2022 at 10:00 am PST at 10th Floor, 595 Howe St, Vancouver, BC V6C 2T5.

In addition to the usual annual meeting resolutions, the purpose of the Meeting is to also seek your authorization and approval to pass a special resolution in respect of a statutory procedure known as a plan of arrangement (the "**Arrangement**"). Pursuant to the Arrangement, there will be a distribution to the Shareholders of shares of 1364565 B.C. LTD. ("**SpinCo**"), currently a wholly-owned subsidiary of the Company, all as more fully set forth in the accompanying management information circular dated June 29, 2022 of the Company (the "**Circular**").

SpinCo will hold the Company's Cannabis Assets, as more fully set forth in the accompanying Circular. The Company will retain its remaining assets and working capital and continue as an mineral exploration company.

The purpose of the Arrangement is to restructure the Company by creating SpinCo, which will become a reporting issuer in the Provinces of British Columbia and Alberta upon completion of the Arrangement. The board of directors of the Company (the "**Board**") believes this will be beneficial to the Shareholders, as it is intended that the creation of SpinCo will enhance their respective business operations and provide Shareholders with additional investment choices and flexibility.

After careful consideration, the Board has unanimously determined that the Arrangement is fair to Shareholders and is in the best interests of the Company. A description of the various factors considered by the Board in arriving at this determination is contained in the enclosed Circular. **The Board has unanimously approved the Arrangement and recommends that Shareholders vote in favour of the special resolution approving the Arrangement.**

To be effective, the Arrangement must be approved by a special resolution passed by at least two-thirds of the votes cast by Shareholders present in person or represented by proxy at the Meeting. Shareholders are entitled to one vote for each Share held.

Your vote is important regardless of how many Shares you own. If you are a registered holder of Shares, we encourage you to take the time now to complete, sign, date and return the enclosed form of proxy in the return envelope addressed to Endeavor Trust Corporation to be received no later than 10:00 a.m. (Vancouver time) on August 10, 2022 to ensure that your Shares are voted at the Meeting in accordance with your instructions, whether or not you are able to attend in person. If you hold your Shares through a broker or other intermediary, you should follow the instructions provided by your broker or other intermediary to vote your Shares.

On behalf of the Company, we would like to thank all of our Shareholders for their ongoing support.

DATED at Vancouver, British Columbia this 29th day of June, 2022.

BY ORDER OF THE BOARD

"David Tafel"

David Tafel

Chief Executive Officer and Director

CENTURION MINERALS LTD.

Suite 520 – 470 Granville St.

Vancouver, BC, V6C 1V5

Toll-Free: 1-855-683-1991 Tel: 604-484-2161 Fax: 604-683-8544

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the "**Meeting**") of the shareholders of Centurion Minerals Ltd. (the "**Company**") will be held at 10th Floor, 595 Howe St, Vancouver, BC, V6C 2T5, on August 12, 2022 at 10:00 a.m. (Pacific Time), for the following purposes:

1. To receive and consider the audited financial statements of the Company for the year ended July 31, 2021 together with the auditor's report thereon;
2. To fix the number of directors for the ensuing year at 4;
3. To elect directors for the ensuing year;
4. To appoint Manning Elliott LLP Chartered Accountants as the Company's auditors for the ensuing fiscal year at a remuneration to be fixed by the directors;
5. To consider and, if thought fit, to pass, with or without variation, an ordinary resolution to approve the Company's long term incentive plan, the full text of which is set out in Schedule "G" of the accompanying information circular (the "**Circular**");
6. To consider and, if thought fit, and pursuant to an order dated June 24, 2022, of the Supreme Court of British Columbia, pass a resolution to approve an arrangement under section 288 of the *Business Corporations Act* (British Columbia) involving the Company and SpinCo, the full text of which resolution is set out in Schedule A to, and all as more particularly described in, the accompanying Circular; and
7. To transact such further or other business as may properly come before the Meeting and any adjournment(s) thereof.

The specific details of the foregoing matters to be put before the Meeting are set forth in the Circular accompanying this notice. The audited consolidated financial statements and related MD&A for the Company for the financial year ended July 31, 2021 have already been mailed to those shareholders who have previously requested to receive them. Otherwise, they are available upon request to the Company or they can be found on SEDAR at www.sedar.com.

The Board of Directors of the Company has by resolution fixed the close of business on Tuesday June 28, 2022 as the record date, being the date for the determination of the registered holders of common shares of the Company entitled to notice of and to vote at the Meeting and any adjournment(s) thereof.

This notice is accompanied by the Circular, a form of proxy and a supplemental mailing list return card.

Due to constantly evolving circumstances surrounding the coronavirus pandemic, shareholders are encouraged to complete proxies where possible or appropriate before considering attending the Meeting in person. If the Company decides to make any change, such as to the date or location, or

to hold the Meeting solely by remote communication, the Company will announce the change in advance and post details, including instructions on how shareholders can participate, on SEDAR. At this time, the Company does not plan to provide a fully virtual or remote meeting due to cost, administrative and technical requirements. However, to listen to the Meeting, you can dial in by telephone conference call, although dialing in shall not constitute attendance and does not entitle you to vote. The conference call in numbers are as follows:

Conference Dial-In (Toll Free): 1-866-305-1460
Access Code: 7680289

Proxies to be used at the Meeting must be deposited with the Company, c/o the Company's transfer agent, Endeavor Trust Corporation, Proxy Department, Suite 702, 777 Hornby Street, Vancouver, BC, V6Z 1S4 no later than 10:00 a.m. (Vancouver time) on Wednesday, August 10, 2022, or no later than 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the date on which the Meeting or any adjournment(s) thereof is held. See also the form of proxy for instructions as to the use of telephone and internet voting.

Non-registered shareholders who receive these materials through their broker or other intermediary are requested to follow the instructions for voting provided by their broker or intermediary, which may include the completion and delivery of a voting instruction form.

DATED at Vancouver, British Columbia this 29th day of June, 2022.

BY ORDER OF THE BOARD

"David Tafel"

David Tafel
Chief Executive Officer and Director

CENTURION MINERALS LTD.

Suite 520 – 470 Granville St.

Vancouver, BC, V6C 1V5

Toll-Free: 1-855-683-1991 Tel: 604-484-2161 Fax: 604-683-8544

INFORMATION CIRCULAR

(As at June 29, 2022, except as otherwise indicated)

Centurion Minerals Ltd. (the "**Company**") is providing this Information Circular (the "**Circular**") and a form of proxy in connection with management's solicitation of proxies for use at the annual general and special meeting (the "**Meeting**") of shareholders of the Company (the "**Shareholders**") to be held at 595 Howe Street, 10th Floor, Vancouver, BC, V6C 2T5 at 10:00 a.m. (Pacific Time) on August 12, 2022 and at any adjournment(s) thereof. The Company will conduct its solicitation by mail and officers and employees of the Company may, without receiving special compensation, also telephone or make other personal contact. The Company will pay the cost of solicitation.

All dollar amounts referenced herein are expressed in Canadian Dollars unless otherwise stated.

No person has been authorized to give any information or to make any representation in connection with the Arrangement (as defined below) and any other matters described herein other than those contained in this Circular and, if given or made, any such information or representation should not be considered to have been authorized by the Company or 1364565 B.C. LTD. ("**SpinCo**").

This Circular does not constitute the solicitation of an offer to purchase, or the making of an offer to sell, any securities or the solicitation by proxy by any person in any jurisdiction in which such solicitation or offer is not authorized or in which the person making such solicitation or offer is not qualified to do so or to any person to whom it is unlawful to make such solicitation or offer.

In considering whether to vote for the approval of the Arrangement, Shareholders should be aware that there are various risks, including those described under the heading "*Risk Factors*" in this Circular. Shareholders should carefully consider these risk factors, together with the other information included in this Circular, before deciding whether to approve the Arrangement.

Information contained in this Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisors in connection therewith.

Descriptions in the body of this Circular of the terms of the Arrangement Agreement and the Plan of Arrangement are merely summaries of the terms of those documents. Shareholders should refer to the full text of the Arrangement Agreement and the Plan of Arrangement for complete details of those documents. The full text of the Arrangement Agreement is attached to this Circular as Schedule "C" and the Plan of Arrangement is attached to this Circular as Schedule "B".

SCHEDULES

Schedule "A"	Arrangement Resolution
Schedule "B"	Plan of Arrangement
Schedule "C"	Arrangement Agreement
Schedule "D"	Interim Order
Schedule "E"	Requisition for Final Order
Schedule "F"	Dissent Provisions
Schedule "G"	Form of Long-Term Incentive Plan
Schedule "H"	Information Concerning SpinCo After the Arrangement

FORWARD LOOKING STATEMENTS

This Circular includes and incorporates statements that are prospective in nature that constitute forward-looking information and/or forward-looking statements within the meaning of applicable securities laws (collectively, "**forward-looking statements**"). Forward-looking statements include, but are not limited to, statements concerning the completion and proposed terms of, and matters relating to, the Arrangement and the expected timing related thereto, the expectation that the Company will assign the Cannabis Assets to SpinCo upon completion of the Arrangement; the tax treatment of the Arrangement, the expected operations, financial results and condition of the Company and SpinCo following the Arrangement, each company's future objectives and strategies to achieve those objectives, the future prospects of each company as an independent company, the continued listing of the Company on the TSXV, any market created for either company's shares, the estimated cash flow, capitalization and adequacy thereof for each company following the Arrangement, the expected benefits of the Arrangement to, and resulting treatment of, Shareholders and each company, the anticipated effects of the Arrangement, the estimated costs of the Arrangement, the satisfaction of the conditions to consummate the Arrangement, as well as other statements with respect to management's beliefs, plans, estimates and intentions, and similar statements concerning anticipated future events, results, circumstances, performance or expectations that are not historical facts. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "outlook", "objective", "may", "will", "expect", "intend", "estimate", "anticipate", "believe", "should", "plans" or "continue", or similar expressions suggesting future outcomes or events.

Forward-looking statements reflect Management's current beliefs, expectations and assumptions and are based on information currently available to Management, Management's historical experience, perception of trends and current business conditions, expected future developments and other factors which management considers appropriate. With respect to the forward-looking statements included in or incorporated into this Circular, Management has made certain assumptions with respect to, among other things, the anticipated approval of the Arrangement by Shareholders and the Court, the anticipated receipt of any required regulatory approvals and consents (including the final approval of the TSXV), that the various parties to the agreements comprising the Cannabis Assets will consent to the assignment of such agreements to SpinCo, the expectation that each of the Company and SpinCo will comply with the terms and conditions of the Arrangement Agreement, the expectation that no event, change or other circumstance will occur that could give rise to the termination of the Arrangement Agreement, that no unforeseen changes in the legislative and operating framework for the respective businesses of the Company and

SpinCo will occur, that each company will meet its future objectives and priorities, that each company will have access to adequate capital to fund its future projects and plans, that each company's future projects and plans will proceed as anticipated, as well as assumptions concerning general economic and industry growth rates, commodity prices, currency exchange and interest rates and competitive intensity.

Readers are cautioned not to place undue reliance on forward-looking statements, as there can be no assurance that the future circumstances, outcomes or results anticipated or implied by such forward-looking statements will occur or that plans, intentions or expectations upon which the forward-looking statements are based will occur. By their nature, forward-looking statements involve known and unknown risks and uncertainties and other factors that could cause actual results to differ materially from those contemplated by such statements. Factors that could cause such differences include, but are not limited to: conditions precedent or approvals required for the Arrangement not being obtained; the potential benefits of the Arrangement not being realized; the risk of tax liabilities as a result of the Arrangement, and general business and economic uncertainties and adverse market conditions; the failure of the Company to successfully assign the Cannabis Assets (or any one of them) to SpinCo; the potential for the combined trading prices of the New Centurion Shares and the SpinCo Shares after the Arrangement being less than the trading price of Shares immediately prior to the Arrangement; there being no established market for the New Centurion Shares or the SpinCo Shares; the Company's ability to delay or amend the implementation of all or part of the Arrangement or to proceed with the Arrangement even if certain consents and approvals are not obtained on a timely basis; the reduced diversity of the Company and SpinCo as separate companies; the costs related to the Arrangement that must be paid even if the Arrangement is not completed; obtaining approvals and consents, or satisfying other requirements, necessary or desirable to permit or facilitate completion of the Arrangement; global financial markets, general economic conditions, competitive business environments, and other factors may negatively impact the Company's and SpinCo's financial condition; future factors that may arise making it inadvisable to proceed with, or advisable to delay, all or part of the Arrangement; and the potential inability or unwillingness of current Shareholders to hold New Centurion Shares and/or SpinCo Shares following the Arrangement. For a further description of these and other factors that could cause actual results to differ materially from the forward-looking statements included in or incorporated into this Circular, see the risk factors discussed under the heading "Risk Factors", as well as the risk factors included in the Company's management's discussion and analysis for the year ended July 31, 2021 and for the interim period ended April 30, 2022 and as described from time to time in the reports and disclosure documents filed by the Company with Canadian securities regulatory authorities, which are available under the Company's profile on SEDAR at www.sedar.com. This list is not exhaustive of the factors that may impact the Company's forward-looking statements. These and other factors should be considered carefully and readers should not place undue reliance on the Company's forward-looking statements. As a result of the foregoing and other factors, there can be no assurance that actual results will be consistent with these forward-looking statements.

All forward-looking statements included in or incorporated by reference into this Circular are qualified by these cautionary statements. The forward-looking statements contained herein are made as of the date of this Circular and, except as required by applicable law, neither the Company nor SpinCo undertakes any obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Readers are cautioned that the actual results achieved will vary from the information provided herein and that such variations may be material. Consequently, there are no representations by the Company or SpinCo that actual results achieved will be the same in whole or in part as those set out in the forward-looking statements.

NOTE TO UNITED STATES SHAREHOLDERS

THE ARRANGEMENT AND THE SECURITIES TO BE ISSUED IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE IN THE UNITED STATES, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE IN THE UNITED STATES PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The issuance and distribution of New Centurion Shares and SpinCo Shares to U.S. Shareholders in exchange for their Shares pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or applicable securities laws of any state of the United States, and such New Centurion Shares and SpinCo Shares are being issued in reliance on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof on the basis of the approval of the Court, which will consider, among other things, the fairness of the Arrangement to U.S. Shareholders as further described in this Circular under the heading "*The Arrangement – Certain United States Securities Law Matters*", and in reliance on similar exemptions from registration under applicable securities laws of any state of the United States.

The solicitation of proxies made pursuant to this Circular is not subject to the requirements of Section 14(a) of the U.S. Exchange Act, based on exemptions from the proxy solicitation rules for "foreign private issuers" (as such term is defined in Rule 3b-4 under the U.S. Exchange Act). Accordingly, this Circular has been prepared in accordance with disclosure requirements applicable in Canada, and the solicitations and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate and securities laws. Shareholders in the United States should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and to proxy statements under the U.S. Exchange Act.

The New Centurion Shares and SpinCo Shares to be issued to Shareholders in the United States under the Arrangement will be freely transferable under U.S. federal securities laws, except that the U.S. Securities Act imposes restrictions on the resale of securities received pursuant to the Arrangement by persons who: (a) are, or within the 90 days immediately before such resale were, "affiliates" (as such term is understood under U.S. securities laws) of the Company or SpinCo, as applicable; or (b) were "affiliates" of the Company or SpinCo, as applicable, within 90 days prior to the Effective Date. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include

executive officers and directors of the issuer as well as principal shareholders of the issuer. Any resale of such New Centurion Shares or SpinCo Shares, as applicable, by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption therefrom. Shareholders in the United States who are affiliates of the Company or SpinCo, as applicable, solely by their status as an officer or director of the Company or SpinCo, as applicable, may sell their New Centurion Shares or SpinCo Shares outside of the United States in compliance with Regulation S under the U.S. Securities Act. See "*The Arrangement – Certain United States Securities Law Matters*".

GLOSSARY OF TERMS

The following is a glossary of certain terms used in this Circular, including the summary hereof and the Schedules to the Circular.

“ACB” has the meaning given to it under the heading *“Holders Resident in Canada”*.

“Allowable capital loss” has the meaning given to it under the heading *“Taxation of Capital Gains and Losses”*.

“Arrangement” means the arrangement of the Company under Section 288 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Plan of Arrangement or the Arrangement Agreement or made at the direction of the Court in the Final Order and acceptable to the Company.

“Arrangement Agreement” means the amended and restated arrangement agreement dated June 29, 2022, amending and restating the arrangement agreement dated June 1, 2022, between the Company and SpinCo, a copy of which is attached as Schedule “C”, as it may be amended or modified from time to time.

“Arrangement Resolution” means the special resolution to be considered by the Shareholders at the Meeting to approve the Arrangement, and which shall be in, or substantially in, the form set out at Schedule “A”.

“Audit Committee” has the meaning given to it under the heading *“Audit Committee”*.

“BCBCA” means the *Business Corporations Act* (British Columbia), as amended.

“Beneficial Shareholder” has the meaning given under the heading *“Appointment and Revocation of Proxy - Advice to Beneficial Holders of Shares”*.

“Board” means the board of directors of the Company, as currently constituted.

“Broadridge” has the meaning given under the heading *“Advice to Beneficial Holders of Shares”*.

“Business Day” means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

“Cannabis Assets” means collectively: (i) an amalgamation agreement dated February 11, 2021 with HAI Beverages Inc. as amended by the amending agreement dated March 3, 2022; (ii) an option agreement dated August 1, 2020 with ArgenCanna S.A.; (iii) an option agreement dated August 1, 2020 with CannLabs S.A.; and (iv) an asset purchase agreement, dated February 5th, 2020 with CannaEden as amended by the amending agreements dated June 12, 2020, February 11, 2021, and October 25, 2021.

“Circular” means this management information circular dated June 29, 2022, together with all schedules, appendices and exhibits hereto, as amended, supplemented or otherwise modified from time to time.

“Class A Shares” means the renamed and redesignated Shares as described in Section 3.1(b) of the Plan of Arrangement.

“Company” or **“Centurion”** means Centurion Minerals Ltd.

“Endeavor Trust” has the meaning given under the heading *“Appointment and Revocation of Proxy”*.

“Court” means the British Columbia Supreme Court.

“Depository” means Endeavor Trust Corporation., or such other depository as the Company may determine.

“Dissent Notice” has the meaning given to it under the heading *“Dissent Rights”*.

“Dissent Procedures” has the meaning given to it under the heading *“Dissent Rights”*.

“Dissent Rights” means the right of Registered Shareholders to exercise a right of dissent under the BCBCA, as set out as Schedule “F” – *Dissent Provisions* hereto, in strict compliance with the Dissent Procedures.

“Dissenting Resident Holder” has the meaning given under the heading *“Dissenting Resident Holder”*.

“Dissenting Shareholder” mean a Registered Shareholder who exercises Dissent Rights in respect of the Arrangement in strict compliance with the BCBCA, as modified or supplemented by the Interim Order, Plan of Arrangement or any other order(s) of the Court and who has not withdrawn or have been deemed to have withdrawn such exercise of such Dissent Rights and who is ultimately entitled to be paid fair value for his, her or its the Company Shares.

“Distribution Record Date” means the close of business on the last trading day on the TSXV immediately prior to the Effective Date, which Distribution Record Date is currently expected to be on or about August 17, 2022, or such other date as the Board may select.

“Effective Date” means the effective date of the Arrangement, which shall be two Business Days following the date on which all of the conditions precedent to the completion of the Arrangement have been satisfied or waived in accordance with the Arrangement Agreement (other than conditions which cannot, by their terms, be satisfied until the Effective Date, but subject to satisfaction or waiver of such conditions as of the Effective Date) or such other date as may be mutually agreed by the Company and SpinCo and the Company and SpinCo shall execute a certificate confirming the Effective Date.

“Effective Time” means 12:01 a.m. on the Effective Date, or such other time on the Effective Date as may be mutually agreed by the Company and SpinCo.

“Final Order” means the final order of the Court approving the Arrangement.

“forward-looking statements” has the meaning given to it under the heading *“Forward Looking Statements”*.

“Guidelines” has the meaning given to it under the heading *“Corporate Governance Disclosure”*.

“Holder” has the meaning given to it under the heading *“Certain Canadian Federal Income Tax Considerations”*.

“Interim Order” means the interim order of the Court dated June 24, 2022, in respect of the Meeting and the Arrangement, a copy of which is attached as Schedule “D”.

“Intermediary” means an intermediary with which a Beneficial Shareholder may deal, including banks, trust companies, securities dealers or brokers and trustees or administrators of self-directed trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans (each, as defined in the Tax Act) and similar plans, and their nominees.

“Letter of Transmittal” means the letter of transmittal to be sent to Shareholders for receiving the New the Company Shares and the SpinCo Shares.

“Meeting” means the annual and special meeting of Shareholders to be held on August 12, 2022, and any adjournment(s) or postponement(s) thereof, held in order to, among other things, consider and, if thought fit, approve the Arrangement.

“New Centurion Shares” means the new class of common shares without par value which the Company will create and issue as described in Section 3.1(b) of the Plan of Arrangement and for which the Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Shares.

“NI 52-110” has the meaning given to it under the heading *“Audit Committee”*.

“NI 54-101” has the meaning given under the heading *“Advice to Beneficial Holders of Shares”*.

“NOBOs” has the meaning given under the heading *“Appointment and Revocation of Proxy - Advice to Beneficial Holders of Shares”*.

“Non-resident Dissenter” has the meaning given under the heading *“Dissenting Non-Resident Holders”*.

“Non-resident Holder” has the meaning given under the heading *“Holders Not Resident in Canada”*.

“Notice of Meeting” means the notice of annual and special meeting in respect of the Meeting.

“OBOs” has the meaning given under the heading *“Advice to Beneficial Holders of Shares”*.

“Options” means share purchase options issued pursuant to the Current Plan which are outstanding immediately prior to the Effective Time on the Effective Date.

“Option Agreements” the stock option agreements representing the Options.

"Plan of Arrangement" means the plan of arrangement of the Company, substantially in set forth in Schedule "B" hereto, and any amendments or variations thereto made in accordance with the Plan of Arrangement or upon the direction of the Court in the Final Order.

"Proposed Amendments" has the meaning given to it under the heading *"Certain Canadian Federal Income Tax Considerations"*.

"PUC" has the meaning given to it under the heading *"Exchange of the Company Shares for New the Company Shares and SpinCo Shares"*.

"Record Date" means the record date for notice of and voting at the Meeting, being fixed as June 28, 2022.

"Registered Plans" has the meaning given under the heading *"New Centurion Shares and SpinCo Shares"*.

"Registered Shareholders" has the meaning given under the heading *"Appointment and Revocation of Proxy"*.

"Registrar" means the Registrar of Companies appointed pursuant to Section 400 of the BCBCA.

"Regulations" has the meaning given to it under the heading *"Certain Canadian Federal Income Tax Considerations"*.

"Requisition for Final Order" means the Requisition for the hearing of the Final Order attached as Schedule "E" hereto.

"Resident Holder" has the meaning given under the heading *"Holders Resident in Canada"*.

"RRIF" means a registered retirement income fund.

"RRSP" means a registered retirement savings plan.

"Rule 144" means Rule 144 under the U.S. Securities Act.

"SEC" means the United States Securities and Exchange Commission.

"SEDAR" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators, accessible at www.sedar.com.

"Share Consolidation" means the consolidation of the Shares of the Company on a 2:1 basis.

"Share Exchange" has the meaning given to it under the heading *"Holders Resident in Canada"*.

"Shares" means the common shares without par value in the capital of the Company, as constituted on the date hereof.

"SpinCo Shares" means the common shares without par value in the authorized share capital of SpinCo, as constituted on the date of this Agreement.

"**SpinCo**" means 1364565 B.C. LTD., a corporation incorporated under the BCBCA.

"**SpinCo Shareholder**" means a holder of SpinCo Shares.

"**Shareholders**" means the shareholders of the Company.

"**Stock Option Plan**" has the meaning given to it under the heading "*Confirming Stock Option Plan*".

"**Tax Act**" means the Income Tax Act (Canada), including the regulations promulgated thereunder, as amended.

"**taxable capital gain**" has the meaning given to it under the heading "*Taxation of Capital Gains and Capital Losses*".

"**TFSA**" means a tax-free savings account.

"**TSXV**" means the TSX Venture Exchange Inc.

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**U.S. Person**" means a "U.S. person" as defined in Regulation S under the U.S. Securities Act.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated from time to time thereunder.

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

"**VIF**" has the meaning given to it under the heading "*Advice to Beneficial Holders of Shares*".

SUMMARY OF CIRCULAR

The following is a summary of information relating to the Company and SpinCo and should be read together with the more detailed information and financial data and statements contained elsewhere in this Circular.

THE MEETING

The Meeting will be held in Vancouver, British Columbia, at 10th Floor, 595 Howe St, Vancouver, BC, V6C 2T5 on August 12, 2022, at 10:00 a.m. (Vancouver time) for the purposes set forth in the Notice of Meeting. At the Meeting, Shareholders will attend to certain annual business, including the election and appointment of the directors of the Company. Shareholders will also consider and vote upon: (i) the New Long Term Incentive Plan to be implemented pursuant to the New Long Term Incentive Plan Resolution; and (ii) the Arrangement to be implemented pursuant to the Arrangement Resolution. See *"Particulars of Matters to be Acted Upon"*.

THE COMPANIES

Centurion Minerals Ltd.

Centurion Minerals Ltd. is a Canadian junior mining company existing under the laws of the Province of British Columbia. Its head office is located at #520 – 470 Granville St, Vancouver, BC, V6C 1V5. The Company is engaged primarily as mineral exploration issuer.

The Shares are currently listed for trading on the TSXV under the symbol "CTN". On March 31, 2022, the date immediately preceding the announcement of the Arrangement, the closing price for the Shares was \$0.07.

1364565 B.C. LTD

SpinCo is a wholly-owned subsidiary of the Company and was incorporated on May 26, 2022, pursuant to the provisions of the BCBCA. Since incorporation, it has carried on no business other than as otherwise described in this Circular. The registered and records office is located at 10th floor - 595 Howe St, Vancouver, BC, V6C 2T5. The board of directors of SpinCo is comprised of two (2) directors.

See *"Information Concerning SpinCo Following the Arrangement"* attached as Schedule "H" hereto.

THE NEW LONG-TERM INCENTIVE PLAN

The Company currently has in place, the Current Plan, pursuant to which the Board is authorized to grant up to 10% of the issued and outstanding shares of the Company as it may be from time to time. The Company is now seeking shareholder approval to approve the New Long-Term Incentive Plan. A summary of the New Long-Term Incentive Plan is set forth under the heading *"Particulars of Other Matters to be Acted Upon – Approval of the New Long-Term Incentive Plan."* The full text of the New Long-Term Incentive Plan is attached hereto as Schedule "G."

THE ARRANGEMENT

The purpose of the Arrangement and the related transactions is to reorganize the Company into two separate companies:

1. the Company, which will be a mining company focused on mineral exploration; and
2. SpinCo, which will hold the Company's Cannabis Assets.

The Arrangement would result in, among other things, participating Shareholders holding, immediately following completion of the Arrangement, all of the outstanding New Centurion Shares and SpinCo Shares in proportion to their holdings of Shares at the Effective Time. For a summary of the steps of the Arrangement and related transactions, see the section entitled "*Details of the Arrangement*".

Reasons for the Arrangement

The Board believes that the separation of the Cannabis Assets from the Company's core business as a mineral exploration company will provide a number of benefits to the Company, SpinCo and the Shareholders, including: providing Shareholders with enhanced value by creating a new company solely focused on the pursuit and development of cannabis consumer products, being SpinCo; providing Shareholders with 100% ownership of SpinCo at the closing of the Arrangement; providing the Company and SpinCo with a sharper business focus, enabling them to pursue independent business and financing strategies best suited to their respective business plans; enabling investors, analysts and other stakeholders or potential stakeholders to more accurately compare and evaluate the Company; enabling the Company and SpinCo to pursue independent growth and capital allocation strategies; and allowing the Company and SpinCo to be led by experienced executives and directors who have experience in each company's respective resource sector.

See further details under the section entitled "*Reasons for the Arrangement*".

Recommendation of the Board

The Board, having reviewed the Plan of Arrangement and related transactions and considered among other things the reasons for the Arrangement, has unanimously determined that the Arrangement is in the best interests of the Company and the Shareholders. The Board has unanimously approved the Arrangement and the transactions contemplated thereby, and unanimously recommends that Shareholders vote FOR the Arrangement Resolution.

See further details under the section entitled "*Recommendation of the Board*".

Fairness of the Arrangement

The Arrangement was determined to be fair to the Shareholders by the Board based upon the following factors, among others:

1. the procedures by which the Arrangement will be approved, including Shareholder approval of the Arrangement Agreement and approval by the Court after a hearing at which the fairness of the Arrangement will be considered;
2. each Shareholder at the Effective Time (other than Dissenting Shareholders) will participate in the Arrangement such that each Shareholder will hold, upon completion of the Arrangement, the same proportionate interest in the Company and SpinCo that such Shareholder held in the Company immediately prior to the Arrangement; and
3. the opportunity for Shareholders who are opposed to the Arrangement, upon compliance with certain conditions, to exercise Dissent Rights under the BCBCA, as modified by the Interim Order.

See further details under the section entitled "*Fairness of the Arrangement*".

Conditions to Closing

The Arrangement will be subject to the satisfaction or waiver, as applicable, of certain conditions, including, but not limited to, the following:

1. the Arrangement Resolution must be approved by at least 66⅔% of the votes cast by Shareholders present, in person or by proxy, and entitled to vote at the Meeting, in accordance with the Interim Order;
2. the Arrangement must be approved by the Court and the Final Order obtained in form and substance satisfactory to the Company;
3. Centurion will have received the TSXV approvals required for the completion of the Arrangement and the listing of the New Centurion Shares on the TSXV; and
4. all other consents, orders and approvals that are required, necessary or desirable for the completion of the Arrangement must have been obtained or received, each in a form acceptable to the Company.

If any of the conditions set forth in the Arrangement Agreement are not fulfilled or performed, on or prior to the Effective Time, the Company may terminate the Arrangement Agreement or waive, in its discretion, the applicable condition in whole or in part. **Certain conditions such as the granting of the Interim Order and Final Order, the passing of the Arrangement Resolution and receipt of the required regulatory approval of the TSXV are not waivable by either party. The Company will not proceed with the Arrangement if regulatory acceptance or approval is not obtained.**

See further details under the section entitled "*Conditions to the Arrangement*".

Court Approval

An arrangement under the BCBCA requires approval of the Court. Prior to mailing this Circular, the Company obtained the Interim Order, which provides for the calling and holding of the Meeting, Dissent Rights and certain other procedural matters. A copy of the Interim Order is attached as Schedule "D".

Subject to the approval of the Arrangement Resolution by Shareholders at the Meeting, the hearing for the Final Order is currently scheduled to take place on August 17, 2022 at 9:45am (Vancouver time) in Vancouver, British Columbia. At the hearing, any Shareholder or other interested party who wishes to participate or be represented or present arguments or evidence may do so by serving a response to petition in compliance with the Interim Order, a copy of which is attached as Schedule "D".

See further details under the section entitled "*Court Approval of the Arrangement*".

Effective Date

Upon receipt of the Final Order, the Company will announce by news release the proposed Effective Date of the Arrangement, which is expected to be on or about August 19, 2022. The record date for determining the Shareholders entitled to participate in the Arrangement will be the Distribution Record Date.

Stock Exchange Listing

The Shares are currently listed and traded on the TSXV under the symbol "CTN", and, following completion of the Arrangement, the New Centurion Shares will continue to be traded on the TSXV under the same symbol.

The Company Following the Arrangement

Following completion of the Arrangement, the Company will continue its current business as a mineral exploration company. The New Centurion Shares will trade on the TSXV under the symbol "CTN".

SpinCo Following the Arrangement

Following the Arrangement, SpinCo will be a non-listed reporting issuer. SpinCo will own the Cannabis Assets.

SpinCo intends on developing its businesses and assessing the viability of a stock exchange listing. There is no guarantee that SpinCo will meet the initial listing requirements on a stock exchange or that the SpinCo Shares will be listed on a stock exchange.

For a detailed description of SpinCo following the completion of the Arrangement, see Schedule "H" - *Information Regarding SpinCo Following the Arrangement*.

Distribution of Share Certificates

On the Effective Date, the Company will cause Endeavor Trust Corporation to mail the Letter of Transmittal to Registered Shareholders, which will be used to exchange their certificates representing Shares for share certificates representing New Centurion Shares and SpinCo Shares. Each Share will be exchanged for one New Centurion Share and one SpinCo Share. Until it is exchanged, each certificate representing Shares will, after the Effective Time, represent only the right to receive, upon surrender, New Centurion Shares and SpinCo Shares. Any fractional shares issuable pursuant to the Arrangement will be rounded down to the nearest whole number without any compensation in lieu thereof.

Shareholders who fail to submit their certificates representing Shares together with a duly completed Letter of Transmittal and any other documents required by the Depositary on or before the sixth anniversary of the Effective Date will cease to have any right or claim against or interest of any kind or nature in the Company or SpinCo. Accordingly, persons who tender certificates for Shares after the sixth anniversary of the Effective Date will not receive any New Centurion Shares or SpinCo Shares, will not own any interest in the Company or SpinCo and will not be paid any cash or other compensation in lieu thereof.

Dissent Rights

Registered Shareholders are entitled to exercise Dissent Rights by providing written notice to the Company at or before 10:00am (Vancouver time) on August 10, 2022 (or on the Business Day that is two Business Days immediately preceding any adjourned or postponed Meeting) in the manner described under the heading “*Dissent Rights*”. If a Registered Shareholder exercises Dissent Rights in strict compliance with the procedures in Division 2 of part 8 of the BCBCA (attached as Schedule “F” hereto) and Interim Order and the Arrangement is completed, such Dissenting Shareholder is entitled to be paid the “fair value” of the Shares with respect to which the Dissent Rights were exercised, as calculated immediately before the passing of the Arrangement Resolution. Only Registered Shareholders are entitled to exercise Dissent Rights. Shareholders should carefully read the section of this Circular entitled “*Dissent Rights*” and consult with their advisors if they wish to exercise Dissent Rights.

Canadian Securities Laws Matters

The securities of the Company and SpinCo to be distributed to Shareholders pursuant to the Arrangement will be distributed pursuant to exemptions from the registration and prospectus requirements contained in applicable provincial securities legislation in Canada. Under applicable provincial securities laws, the New Centurion Shares and SpinCo Shares may be resold in Canada without hold period restrictions, provided that the sale is not a “control distribution” as defined by applicable securities laws, no unusual effort is made to prepare the market or create a demand for the securities, no extraordinary commission or consideration is paid in respect of the sale and, if the selling securityholder is an insider or officer of the Company or SpinCo, such securityholder has no reasonable grounds to believe that the Company or SpinCo is in default of securities legislation.

See further details under the section entitled “*Canadian Securities Laws*”.

Certain Canadian Income Tax Considerations

A summary of certain Canadian federal income tax considerations for Shareholders who participate in the Arrangement is set out under the heading “*Certain Canadian Federal Income Tax Considerations*”.

Shareholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regards to their particular circumstances.

Risk Factors

Shareholders should be aware that there are various known and unknown risk factors in connection with the Arrangement and the ownership of New Centurion Shares and SpinCo Shares following the completion of the Arrangement. Shareholders should carefully consider the risks identified in this Circular under the heading “*Risk Factors*” before deciding whether or not to approve the Arrangement Resolution.

APPOINTMENT OF PROXYHOLDER

The purpose of a proxy is to designate persons who will vote the proxy on a Shareholder's behalf in accordance with the instructions given by the Shareholder in the proxy. The persons whose names are printed in the enclosed form of proxy are officers or directors of the Company (the "Management Proxyholders").

A Shareholder has the right to appoint a person other than a Management Proxyholder to represent the Shareholder at the Meeting by striking out the names of the Management Proxyholders and by inserting the desired person's name in the blank space provided or by executing a proxy in a form similar to the enclosed form. A proxyholder need not be a Shareholder.

VOTING BY PROXY

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Common shares of the Company ("Shares") represented by a properly executed proxy will be voted for or against or withheld from voting on each matter referred to in the Notice of Meeting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.

If a Shareholder does not specify a choice and the Shareholder has appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.

The enclosed form of proxy also gives discretionary authority to the person named therein as proxyholder with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. As at the date of this Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

COMPLETION AND RETURN OF PROXY

Completed forms of proxy must be deposited at the office of the Company's registrar and transfer agent, Endeavor Trust Corporation, Proxy Department, Suite 702, 777 Hornby Street, Vancouver, BC, V6Z 1S4, not later than 48 hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting or any adjournment(s) thereof, unless the chairman of the Meeting elects to exercise his discretion to accept proxies received subsequently. See also the form of proxy for instructions as to the use of telephone and internet voting.

NON-REGISTERED HOLDERS

Only registered Shareholders of the Company or the persons they appoint as their proxies are permitted to vote at the Meeting. Registered Shareholders are holders of Shares whose names appear on the Share register of the Company and are not held in the name of a brokerage firm, bank or trust company through which they purchased Shares. Whether or not you are able to attend the Meeting, Shareholders are requested to vote their proxy in accordance with the

instructions on the proxy. Most Shareholders are "non-registered" Shareholders ("**Non-Registered Shareholders**") because the Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Shares. The Company's Shares beneficially owned by a Non-Registered Shareholder are registered either: (i) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Shareholder deals with in respect of their Shares of the Company (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as The Canadian Depository for Securities Limited or The Depository Trust & Clearing Corporation) of which the Intermediary is a participant.

There are two kinds of beneficial owners: those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object (called "**NOBOs**" for Non-Objecting Beneficial Owners).

Issuers can request and obtain a list of their NOBOs from Intermediaries via their transfer agents, pursuant to National Instrument 54-101 - *Communication with Beneficial Owners of Securities of Reporting Issuers* ("**NI 54-101**") and issuers can use this NOBO list for distribution of proxy-related materials directly to NOBOs. The Company is not sending the Notice of Meeting, this Circular, the form of proxy and the supplemental mailing list request card (collectively, the "**Meeting Materials**") directly to NOBOs in connection with the meeting, but rather has distributed copies of the Meeting Materials to clearing agencies and Intermediaries for onward distribution to NOBOs.

Similarly, with respect to OBOs, in accordance with applicable securities law requirements, the Company has distributed copies of the Meeting Materials to the clearing agencies and Intermediaries for distribution to OBOs. The Company does not intend to pay for Intermediaries to deliver the Meeting Materials under Form 54-101F7 - *Request for Voting Instructions Made by Intermediary* to OBOs. As a result, OBOs will not receive the Meeting Materials unless the Intermediaries assume the cost of delivery.

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

1. be given a voting instruction form **which is not signed by the Intermediary** and which, when properly completed and signed by the Non-Registered Shareholder and **returned to the Intermediary or its service company**, will constitute voting instructions (often called a "**voting instruction form**") which the Intermediary must follow; or
2. be given a form of proxy **which has already been signed by the Intermediary** (typically by a facsimile, stamped signature), which is restricted as to the number of Shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Shareholder when submitting the proxy. In this case, the Non-Registered Shareholder who wishes to submit a proxy should

properly complete the form of proxy and deposit it with the Company, c/o Endeavor Trust Corporation, Suite 702, 777 Hornby Street, Vancouver, BC, V6Z 1S4.

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

A Non-Registered Shareholder may revoke a voting instruction form or a waiver of the right to receive Meeting Materials and to vote which has been given to an Intermediary at any time by written notice to the Intermediary provided that an Intermediary is not required to act on a revocation of a voting instruction form or of a waiver of the right to receive Meeting Materials and to vote which is not received by the Intermediary at least seven days prior to the Meeting.

NOTICE-AND-ACCESS

The Meeting materials are being sent to both Shareholders using "notice-and-access", the delivery procedures that allow us to send Shareholders paper copies of an information notice and form of proxy or voting information form, as applicable, while providing shareholders access to electronic copies of the Meeting materials or to paper copies of the materials if they so request them within the applicable time periods. Meeting materials are available electronically on SEDAR (www.sedar.com) under the Company's issuer profile and at www.centurionminerals.com/s/AGM.asp.

Shareholders may request paper copies of the Information Circular and other meeting materials, including the audited consolidated financial statements of the Corporation for the year ended July 31, 2021 and the report of the auditors thereon and related Management's Discussion and Analysis, by first class mail, courier or the equivalent at no cost to the shareholder. Requests by email to info@centurionminerals.com or by calling toll-free at 1- 1-855-683-1991. Requests may be made up to one year from the date the Information Circular was filed on SEDAR.

For Shareholders who wish to receive paper copies of the Information Circular in advance of the voting deadline, requests must be received **no later than August 5, 2022** (insert a date that is 5 business days before meeting date). The Information Circular will be sent to such Shareholders within three business days of their request if such requests are made before the Meeting. Following the Meeting, the Information Circular will be sent to such Shareholders within ten days of their request. **Requests must be made by email to info@centurionminerals.com or by calling toll-free at 1-855-683-1991.**

REVOCABILITY OF PROXY

In addition to revocation in any other manner permitted by law, a Shareholder, their attorney authorized in writing or, if the Shareholder is a corporation, a corporation under its corporate seal

or by an officer or attorney thereof duly authorized, may revoke a proxy by instrument in writing, including a proxy bearing a later date. The instrument revoking the proxy must be deposited at the registered office of the Company, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment(s) thereof, or with the chairman of the Meeting at the Meeting or any adjournment(s) thereof, before any vote in respect of which the proxy has been given has been taken.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of Shares without par value, of which 33,639,473 Shares (on a pre-Share Consolidation basis) were issued and outstanding as at the Record Date of the Meeting. Persons who are registered Shareholders at the close of business on the Record Date will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each Share held. The Company has only one class of shares.

To the knowledge of the directors and executive officers of the Company no person beneficially owns, controls or directs, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to any class of voting securities of the Company.

FINANCIAL STATEMENTS AND AUDITORS' REPORT

The audited financial statements of the Company (the "**Financial Statements**") for the year ended July 31, 2021, and the auditors' report thereon will be tabled before the Shareholders at the Meeting. The audited financial statements have been approved by the audit committee and the Board. The Financial Statements can also be found under the Company's profile on SEDAR at www.sedar.com. No vote by the Shareholders is required to be taken with respect to the Financial Statements.

NUMBER OF DIRECTORS

The directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed. Shareholder approval will be sought to fix the number of directors of the Company at four (4.) **In the absence of instructions to the contrary, the enclosed proxy will be voted to set the number of directors of the Company at four (4) and for the nominees herein listed.**

ELECTION OF DIRECTORS

Management of the Company proposes to nominate each of the following persons for election as a director. **In the absence of instructions to the contrary, the enclosed proxy will be voted FOR the following nominees.** Information concerning such persons, as furnished by the individual nominees, is as follows:

<i>Name, Jurisdiction of Residence and Position</i>	<i>Principal Occupation or employment and, if not a previously elected Director, occupation during the past 5 years</i>	<i>Previous Service as a Director</i>	<i>Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly ⁽³⁾⁽⁴⁾</i>
David G. Tafel ⁽¹⁾⁽²⁾ British Columbia, Canada Director, President and CEO	President and CEO of the Company since November 7, 2008. Mr. Tafel currently also serves as CEO and Director for Portofino Resources Inc.; CEO and Director of Westmount Minerals Corp; and a Director of Gold Mountain Mining Corp. He has served as a director and officer of a number of public companies involved in the mining industry.	Director since June 12, 2008	1,196,300 Shares
Kenneth A. Cawkell ⁽¹⁾⁽²⁾ British Columbia, Canada Director, Secretary	Co-founder and Managing Partner of the law firm Cawkell Brodie LLP. Mr. Cawkell is a member of the British Columbia Bar Associations and has over 25 years' experience in both public and private venture capital markets. He has served as director and officer of a number of public companies involved in the mining industry.	Director since July 8, 2008	514,322 Shares
Joseph Del Campo ⁽¹⁾⁽²⁾ Ontario, Canada Director	Interim President & CEO of Unigold Inc. from February 2015 to October 2019. Interim Chief Financial Officer of Viper Gold Ltd. from August 2010 to November 2015. Mr. Del Campo was Chief Financial Officer of First Nickel Inc. from June 2005 to December 2011. He is a former Vice President, Finance and Chief Financial Officer of Unigold Inc. He serves as a director for a number of public companies including Unigold Inc., Terreno Resources Inc., and PJX Resources Inc.	Director since Nov. 7, 2008	13,011 Shares

<i>Name, Jurisdiction of Residence and Position</i>	<i>Principal Occupation or employment and, if not a previously elected Director, occupation during the past 5 years</i>	<i>Previous Service as a Director</i>	<i>Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly ⁽³⁾⁽⁴⁾</i>
Jeremy Wright British Columbia, Canada Director & CFO	<p>Mr. Wright brings over 20 years' experience to the Company as President and CEO of Seatrend Strategy Group (April 2013 to present), is a Chartered Professional Accountant (CMA) having extensive negotiation training, and also holds a Bachelor of Arts with honours in Environmental Economics from Brock University. His experience includes:</p> <p>CFO of Portofino Resources Inc. (October 2016 to present)</p> <p>CFO (Nov 2015 to present) and Director (October 2019 to present) of Centurion Minerals Ltd.</p> <p>CFO and Director of Westmount Minerals Corp. (Nov 2020 to present)</p> <p>CFO of Alpha Cognition Inc. (August 2020 to April 2022)</p> <p>CFO (April 2018 to March 2021) and Director (April 2018 to March 2022) of Pontus Protein Ltd. (formerly AmWolf Capital Corp.)</p> <p>CFO and Director of Gold Mountain Mining Corp. (formerly Freeform Capital Partners Inc.)(April 2018 to December 2020)</p> <p>Director of TGS eSports Inc. (July 2020 to December 2020)</p> <p>CFO of Avant Brands Inc. (formerly GTEC Cannabis Co.)(June 2018 to August 2019)</p>	Director since Oct. 17, 2019	1,130,619 Shares

(1) Member of the Audit Committee.

(2) Member of the Compensation Committee.

(3) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at the Record Date, based upon information furnished to the Company by individual directors. Unless otherwise indicated, such Shares are held directly.

(4) Shares are represented on a post-consolidated basis following the Share Consolidation.

The Company has a Compensation Committee and an Audit Committee. Members of these committees are as set out above.

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

Except as set out in this Circular, to the knowledge of the Company, no proposed director:

1. is, as at the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer ("**CEO**") or chief financial officer ("**CFO**") of any company (including the Company) that:
 - (i) was the subject, while the proposed director was acting in the capacity as director, CEO or CFO of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or
 - (ii) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the proposed director was acting in the capacity as director, CEO or CFO of such company; or
2. is, as at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
3. 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 become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
4. has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
5. has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Each of the current Board, Mr. Tafel, Mr. Cawkell, Mr. Del Campo and Mr. Wright were directors and or officers of the Company on December 5, 2017, when the BCSC issued a Cease Trade Order against the Company for failure to file its audited annual financial statements for the fiscal year ended July 31, 2017. Subsequently, the Company dismissed its auditor as it had lost

confidence in the former auditors' ability to complete the audit in a timely fashion, if at all. The Company engaged a new auditor effective February 13, 2018, which enabled the Company to file its audited annual financials on March 1, 2018 and on March 13, 2018 file its interim financials for the quarter ended October 31, 2017. The Cease Trade Order was revoked by the BCSC on May 3, 2018.

The following directors of the Company hold directorships in other reporting issuers as set out below:

Name of Director	Name of Other Reporting Issuer	Exchange
David Tafel	Portofino Resources Inc. Gold Mountain Mining Corp. Westmount Minerals Corp.	TSX-V TSX-V CSE
Kenneth Cawkell	Alpha Cognition Inc. Well Health Technologies Corp Westmount Minerals Corp.	TSX-V TSX-V CSE
Joseph Del Campo	PJX Resources Inc. Terreno Resources Corp. Unigold Inc.	TSX-V TSX-V TSX-V
Jeremy Wright	Portofino Resources Inc. Westmount Minerals Corp.	TSX-V CSE

STATEMENT OF EXECUTIVE COMPENSATION

COMPENSATION DISCUSSION AND ANALYSIS

Overview of the Compensation Philosophy

The Company's compensation philosophy for executive officers follows three underlying principles:

1. to provide compensation packages that encourage and motivate performance;
2. to be competitive with other companies of similar size and scope of operations so as to attract and retain talented executives; and
3. to align the interests of its executive officers with the long-term interests of the Company and its Shareholders through stock related programs.

Elements of Executive Compensation

In keeping with the Company's philosophy to link executive compensation to corporate performance and to motivate executives to achieve exceptional levels of performance, the Company has adopted a compensation model that includes both base salary and "at-risk" compensation comprised of participation in the Company's long term incentive plan in the form of stock options, as described below.

In the most recently completed financial year, no compensation was directly tied to a specific performance goal such as a milestone or the completion of a transaction, no significant events occurred that significantly affected compensation, and no peer group was formally used to determine compensation – the Company does not expect this to change in the upcoming financial year.

Base Salary

During the financial year ended July 31, 2021, the Company's executive officers did not receive base salary compensation. However, certain executive officers accrued management fees payable to their wholly-owned companies (see "*Chief Executive Officer Compensation*"). These management fees were, and it is anticipated that any base salaries paid in the future will be, reviewed annually to ensure that they are appropriate to the respective executive's experience and performance in fulfilling his or her role, and promote executive retention. The Board considers this approach to be appropriate for the Company's current stage of development.

Stock Option Plans and Other Incentive Plans

The only stock option plan or other incentive plan the Company currently has in place is a 10% "rolling" stock option plan amended and restated December 10, 2010 (the "**Current Plan**"), which authorizes the Board to grant options to directors, officers, employees and consultants to acquire up to 10% of the issued and outstanding common shares of the Company, from time to time. The underlying purpose of the Current Plan is to attract and motivate the directors, officers, employees and consultants of the Company and to advance the interests of the Company by affording such persons with the opportunity to acquire an equity interest in the Company through rights granted under the Current Plan.

The Current Plan was accepted for filing by the TSX Venture Exchange (the "**Exchange**") subsequent to its initial adoption and has been subsequently accepted following each yearly re-approval by the shareholders.

At the Meeting, the Company will be seeking approving of the New Long-Term Incentive Plan, the full text of which is attached as Schedule "G" hereto. See "*Particulars of Matters to be Acted Upon – Approval of Long-Term Incentive Plan*" below for further details and a summary of the material terms.

Other Compensation - Benefits and Perquisites

The Company's NEOs (as defined herein) do not receive any benefits or perquisites.

Chief Executive Officer Compensation

The components of the Chief Executive Officer compensation are the same as those which apply to the other senior executive officers of the Company, namely base salary (which is received in the form of management fees, as discussed below) and long-term equity incentives.

In annually setting the salary and long-term incentives for the Chief Executive Officer, the Compensation Committee evaluates the performance of the Chief Executive Officer in light of the Company's success in achieving its goals and objectives. In setting the Chief Executive Officer's base salary, the Compensation Committee may also take into consideration its understanding of the salaries paid to other chief executive officers by similarly situated companies in the mining industry. Although it has not done so to date, in the future, the Compensation Committee may also obtain and consider the recommendations of independent compensation consultants.

David Tafel is currently Chief Executive Officer and a Director for the Company. The Company has a services agreement ("**CEO Agreement**") in relation to David Tafel's services as Chief Executive Officer of the Company. Pursuant to the CEO Agreement, David Tafel is entitled to a monthly management fee in the amount of \$9,000 and the contract can be terminated without cause by the Company with a 6 month cash payment in the amount of \$60,000.

Further details appear in the "*Summary Compensation Table*" below.

Compensation Governance

The Company has established a Compensation Committee, which is responsible for recommending levels of executive compensation for the directors and executive officers of the Company.

The Compensation Committee has not adopted any formal policies and practices to determine director or executive compensation. The Compensation Committee undertakes the specific work required from time to time to discharge the committee's responsibilities in relation to the Company's compensation policies. The Compensation Committee does not employ any formal objectives, criteria or analysis, other than those set forth in this Compensation Discussion and Analysis. When determining compensation policies and individual compensation levels for the Company's executive officers, the Compensation Committee takes into consideration a variety of factors including the committee's understanding of the amount of compensation generally paid by similarly situated companies to their executives who have similar roles and responsibilities; each executive officer's individual performance during the fiscal year; each executive officer's experience, skills and level of responsibility; the executive's historical compensation and performance within the Company; and existing market standards within the mining industry.

The Compensation Committee annually reviews the performance of the directors and executive officers in light of the Company's objectives and considers other factors that may have impacted the success of the Company in achieving its objectives.

During the financial year ended July 31, 2021, the Compensation Committee was composed of David Tafel, Kenneth Cawkell, and Joseph Del Campo, of which Kenneth Cawkell and Joseph Del Campo were "independent directors" as defined under applicable Canadian securities laws at the relevant times. See "*Corporate Governance Disclosure – Independence of Members of the Board*" in

this Circular. The skills and experience of the Compensation Committee members that are relevant to their responsibilities in executive compensation include the following:

1. **David Tafel** - Mr. Tafel holds a B.A. in Economics from the University of Western Ontario and contributes over 30 years of corporate structuring, strategic planning, financing and management experience to the Company. Prior to Centurion he has been an officer and director of a number of publicly listed companies. He has been instrumental in raising well over \$100 million for resource, life sciences and technology companies.

He co-founded MBMI Resources Inc., which became a nickel producer in the Philippines (reaching a market capitalization of \$400 million). He led the spin-out of Garson Gold Corp (from MBMI) and as CEO went on to acquire the New Britannia gold mine in Manitoba from Kinross/High River. Garson was subsequently acquired by a Canadian based mining company. Prior to his public company experience, Mr. Tafel managed private investment funds at the largest independent Canadian securities firm.

2. **Kenneth Cawkell** - Mr. Cawkell is a member of the British Columbia Bar Association, and, in 1987, he co-founded the law firm Cawkell Brodie LLP, where he remains as Managing Partner. For over 25 years, he has been involved in technology industries within public, private and venture capital markets; successfully fulfilling the roles as a professional advisor and as a principal / investor. In his professional capacity, he has focused on intellectual property, technology transfer, financial and transaction structuring, and securities law. Mr. Cawkell is an investor and founder of a number of private companies, where he has held executive management positions, and currently sits on the board of a number of private and public companies. He has served as director and officer of a number of public companies involved in the life sciences, technology and mining industries. He is also a past member of the National Research Council of Canada IMB/ INH Advisory Board and the British Columbia Securities Commission's Securities Law Advisory Committee.

3. **Joseph Del Campo** - Mr. Del Campo holds a Chartered Professional Accountant (CPA) and Certified Management Accountant (CMA) designation. Mr. Del Campo began his career with Falconbridge Limited and spent over 19 years working within the Falconbridge group of companies at progressive financial positions, including Controller and Treasurer of Falconbridge Dominicana which operated in the Dominican Republic and Falconbridge Gold Corporation which had operations in Africa and Canada. Over the past 20 years, Mr. Del Campo has been a director and Vice-President Finance and CFO of a number of companies listed on the TSX and the TSX Venture Exchange.

The Company did not retain professional executive compensation consultants during the financial year ended July 31, 2021.

Compensation Risk Oversight and Assessment

The Board has not proceeded to a formal evaluation of the implications of the risks associated with the Company's compensation policies and practices. The Board intends to review at least once annually the risks, if any, associated with the Company's compensation policies and practices.

As discussed above, the Company employs a compensation model which ensures that an adequate portion of overall compensation for the NEOs is "at risk" and only realized through the performance of the Company over both the short-term and longer-term. With respect to the longer-term component of executive compensation, options granted under the Company's Current Plan are generally: subject to vesting at the time of grant, unless otherwise specified by the Board, priced at market-value at the time of grant and the number of stock options granted is based on a fixed annual dollar amount using the then applicable Black-Scholes-Merton value per option granted. Therefore, the realization of value from the long-term incentive component of the executive compensation program is largely aligned with longer-term appreciation in Shareholder value. The Company is now seeking shareholder approval to approve the New Long-Term Incentive Plan. A summary of the New Long-Term Incentive Plan is set forth under the heading "*Particulars of Other Matters to be Acted Upon – Approval of the New Long-Term Incentive Plan.*" The full text of the New Long-Term Incentive Plan is attached hereto as Schedule "G."

Further, all elements of executive compensation are discretionary. As a result, it is less likely that an executive officer would take inappropriate or excessive risks at the expense of the Company or the Shareholders that would be beneficial to their short-term compensation when their long-term compensation might be put at risk from their actions. Due to the organizational structure of the Company, the Board is able closely monitor executive performance such that any risks associated with the Company's compensation policies and practices may be promptly identified and mitigated.

The Company has not adopted a formal policy forbidding directors or officers from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by directors or officers. The Company is not, however, aware of any directors or officers having entered into this type of transaction.

SUMMARY COMPENSATION TABLE

The following table is presented in accordance with National Instrument Form 51-102F6 – *Statement of Executive Compensation* ("**Statement of Executive Compensation**") and sets forth all annual and long term compensation for services in all capacities to the Company for the financial years ended July 31, 2021 and July 31, 2020, in respect of each of the following executive officers of the Company: (a) the Chief Executive Officer of the Company; (b) the Chief Financial Officer of the Company; and, where applicable, (c) the other three most highly compensated executive officers of the Company during the financial year ended July 31, 2021 whose individual total compensation exceeded \$150,000 and any individual who would have satisfied these criteria 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 financial year ended July 31, 2021 (collectively the "**Named Executive Officers**" or "**NEOs**").

NEO Name and Principal Position	Year	Salary Accrual (\$)	Share-Based Awards (\$)	Option-Based Awards (\$)	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term Incentive Plans			
David Tafel ⁽¹⁾ President, CEO and Director	2021	108,000	Nil	Nil	Nil	Nil	Nil	Nil	108,000
	2020	108,000	Nil	Nil	Nil	Nil	Nil	Nil	108,000
Jeremy Wright ⁽²⁾ CFO & Director	2021	90,000	Nil	Nil	Nil	Nil	Nil	Nil	90,000
	2020	90,000	Nil	Nil	Nil	Nil	Nil	Nil	90,000
Kenneth A. Cawkell ⁽³⁾ Director	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Joseph del Campo ⁽³⁾ Director	2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Stephen Wilkinson ⁽⁴⁾ Director	2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2020	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

1. Mr. Tafel accrued his compensation in the amount of \$108,000 in his position as President and CEO. He receives no compensation in his position as a director.
2. Mr. Wright has accrued his compensation in the amount of \$90,000 as CFO of the Company.
3. No compensation was paid to Directors of the Company.
4. Mr. Stephen Wilkinson stepped down as a Director on October 17, 2019.

INCENTIVE PLAN AWARDS

The Company does not have any incentive plans, pursuant to which compensation that depends on achieving certain performance goals or similar conditions within a specified period is awarded, earned, paid or payable to the Named Executive Officer(s), except as described above under the heading “Stock Option Plan and Other Incentive Plans.”

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth information concerning all awards outstanding under incentive plans of the Company that provide compensation that depends on achieving certain performance goals or

similar conditions within a specified period, at the end of the financial year ended July 31, 2021, to each of the Named Executive Officers:

Name	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options (#)⁽³⁾	Option Exercise Price (\$)⁽³⁾	Option Expiration Date⁽¹⁾	Value of Unexercised In-The-Money Options⁽²⁾ (\$)	Number of Shares Or Units Of Shares That Have Not Vested (#)	Market or Payout Value Of Share-Based Awards That Have Not Vested (\$)	Market or Payout Value of Vested Share-Based Awards Not Paid Out or Distributed (\$)
David Tafel, President, CEO & Director	83,333	0.60	08/25/2021	50,000	Nil	Nil	Nil
Jeremy Wright, CFO & Director	45,833	0.60	08/25/2021	27,500	Nil	Nil	Nil
Kenneth A. Cawell, Director	66,667	0.60	08/25/2021	40,000	Nil	Nil	Nil
Joseph del Campo, Director	41,667	0.60	08/25/2021	25,000	Nil	Nil	Nil

1. Subsequent to the year-ended July 31, 2021, 100% of Options issued by the Company have expired, including those options held by Directors and Officers of the Company.
2. Calculated using the closing price of the Company's Shares on the TSXV on the date hereof of \$0.07 and subtracting the exercise price of the in-the-money stock options. These stock options have not been, and will not be exercised as per item 1 above.
3. Represented on a pre-Share Consolidation basis.

Incentive Plan Awards - Value Vested Or Earned During The Year

The value vested or earned during the financial year ended July 31, 2021 of incentive plan awards granted to Named Executive Officers are as follows:

NEO Name	<i>Option-Based Awards - Value Vested During The Year (\$)</i>	<i>Share-Based Awards - Value Vested During The Year (\$)</i>	<i>Non-Equity Incentive Plan Compensation - Value Earned During The Year (\$)</i>
David Tafel, President, CEO & Director	Nil	Nil	Nil
Jeremy Wright, CFO & Director	Nil	Nil	Nil
Kenneth A. Cawkell, Director	Nil	Nil	Nil
Joseph del Campo, Director	Nil	Nil	Nil

The Company does not have any incentive plans in place other than the Current Plan. The Company is now seeking shareholder approval to approve the New Long-Term Incentive Plan. A summary of the New Long-Term Incentive Plan is set forth under the heading “*Particulars of Other Matters to be Acted Upon – Approval of the New Long-Term Incentive Plan.*” The full text of the New Long-Term Incentive Plan is attached hereto as Schedule “G.”

MANAGEMENT CONTRACTS

For the year ended July 31, 2021, no management functions of the Company or its subsidiaries were performed to any substantial degree by a person other than the directors or executive officers of the Company or its subsidiaries.

PENSION PLAN BENEFITS

The Company does not have a pension plan that provides for payments or benefits to the Named Executive Officers at, following, or in connection with retirement.

TERMINATION AND CHANGE OF CONTROL BENEFITS

The Company has entered into agreements pursuant to which its Officers and Directors are entitled to receive compensation in the event of their resignation, retirement or other termination of their employment, a change of control of the Company or a change in any of their responsibilities following a change of control.

The Company has entered into a service contract with Jeremy Wright, the CFO, entitling the CFO to receive a payment equal to four times his monthly retainer for each year he has been retained by the Company, including a prorated amount for partial years. In the event of a Change of Control Mr. Wright shall be entitled to receive an amount equal to a minimum of eighteen times his monthly retainer (\$135,000).

The agreements with Officers and non-management Directors provide for severance payments in the event of a change of control. Previously, the Company's Board had established a Compensation Committee who recommended that the agreements with senior management and directors include a change of control clause.

For the purposes of the service contracts and MOUs, a "Change of Control" shall be deemed to have occurred when:

- a person, other than the current control person of the Company, if any, either alone or acting jointly or in concert with any person, beneficially owns, or exercises control or direction over, 30 per cent (30%) or more of the outstanding voting securities of the Company; or
- a majority of the directors elected at any annual or special general meeting of shareholders of the Company are not individuals nominated by the Company's then-incumbent Board;

"person" includes an individual, corporation, partnership, party, trust, fund, association and any other organized group of persons and the personal or other legal representative of a person to whom the context can apply according to law.

In the event of a Change of Control, the Company shall continue to engage the individual in the same capacity and with the same authority, responsibilities and status as he had as of the date immediately prior to the Change of Control. Within 45 days of a Change of Control, the individual may terminate the agreement upon notice to the Company. The Company shall pay the individual, within 5 days of such termination notice, a severance payment as follows: i) Mr. Cawkell and Mr. Del Campo each receive an amount equal to \$100,000 plus any bonuses approved by the Board of Directors of the Company that remain unpaid; ii) Mr. Tafel receives an amount equal to two years' salary plus any bonuses approved by the Board of Directors of the Company that remain unpaid (\$162,000).

DIRECTOR COMPENSATION

The directors, who are each not also a Named Executive Officer, for the Company's financial year ended July 31, 2021 received \$NIL compensation.

Pursuant to the Current Plan, the Company grants incentive stock options to the directors, officers and employees of the Company. The purpose of granting such options to the Company's directors is to assist the Company in compensating, attracting, retaining and motivating the directors and to closely align the personal interests of the directors to that of the Company's Shareholders. The Company is now seeking shareholder approval to approve the New Long-Term Incentive Plan. A summary of the New Long-Term Incentive Plan is set forth under the heading "*Particulars of Other Matters to be Acted Upon – Approval of the New Long-Term Incentive Plan.*" The full text of the New Long-Term Incentive Plan is attached hereto as Schedule "G."

Further information regarding the administration of, and the granting of awards under, the Current Plan appears under "*Statement of Executive Compensation – Compensation Discussion and Analysis.*"

INCENTIVE PLAN AWARDS - OUTSTANDING SHARE-BASED AWARDS AND OPTION-BASED AWARDS

As at the financial year ended July 31, 2021 the Company had *NIL* share-based awards or option-based awards outstanding.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the Record Date, there was no indebtedness outstanding of any current or former director, executive officer or employee of the Company or its subsidiaries which is owing to the Company or its subsidiaries, or, which is owing to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the financial year ended July 31, 2021 was, a director or executive officer of the Company, no proposed nominee for election as a director of the Company and no associate of such persons:

- (i) is or at any time since the beginning of the financial year ended July 31, 2021 has been, indebted to the Company or its subsidiaries; or
- (ii) is indebted to another entity, which indebtedness is, or at any time since the beginning of the financial year ended July 31, 2021 has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries,

in relation to a securities purchase program or other program.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

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

- (i) the election of directors or the appointment of auditors; and
- (ii) (the interests of individuals who are eligible participants under the New Long-Term Incentive Plan (as defined herein) in the approval of the New Long-Term Incentive Plan, (as more particularly set out under "*Particulars of Matters to be Acted Upon - Approval of New Long-Term Incentive Plan*").

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person (as defined in National Instrument 51-102 - *Continuous Disclosure Obligations*) or proposed director of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's financial year ended July 31, 2021 or in any proposed transaction which in either such case has materially affected or would materially affect the Company or any of its subsidiaries.

APPOINTMENT AND REMUNERATION OF AUDITORS

Shareholders will be asked to vote for the re-appointment of the Company's auditors, Manning Elliott LLP, Chartered Accountants, at a remuneration to be fixed by the directors. Manning Elliott LLP, Chartered Accountants, was appointed as Auditor of the Company effective April 18, 2019. On the representations of the said accountants, neither that firm nor any of its partners has any direct financial interest or any material indirect financial interest in the Company or any of its subsidiaries or has had any connection during the past three years with the Company or any of its subsidiaries in the capacity of promoter, underwriter, voting trustee, director, officer or employee. Shareholders will be asked to approve the following resolution:

"RESOLVED, AS AN ORDINARY RESOLUTION, that Manning Elliott LLP, Chartered Accountants, be appointed as auditor of the Company, at a remuneration to be fixed by the Board of Directors, provided that the Board of Directors in their discretion may seek proposals from other qualified accounting firms for the position of auditor of the Company for the ensuing year, and, should one or more favourable proposals be received, the Directors may replace Manning Elliott LLP, Chartered Accountants, as the Company's auditor at any time during the ensuing year with a qualified accounting firm at a remuneration to be fixed by the Board of Directors, subject to compliance by the Company with the requirements of the British Columbia Securities Commission."

AUDIT COMMITTEE

THE AUDIT COMMITTEE'S CHARTER

The following is the text of the Audit Committee Charter of the Company.

Audit Committee Charter

The Audit Committee Charter of the Company was adopted by the Board on December 23, 2008.

Role of Audit Committee

The Committee shall assist the Board in fulfilling its responsibility for oversight of the Company's financial accounting and reporting, the system of internal controls established by management, and the adequacy of internal and independent auditing relative to these activities.

Authority to Retain Experts

The Committee shall have the authority to retain outside counsel or other experts as necessary to assist the Committee in fulfilling its responsibilities.

Reporting

The Audit Committee shall report to the Board.

Appointment and Composition

The Committee and its Chair shall be appointed by the Board. The Chair shall be a member of the Committee.

The Committee shall consist of at least three directors, a majority of whom are independent (as that term is used in the report of the TSX Venture Exchange's Committee on Corporate Governance), that is, who are independent of management and are free from any interest and any business or other relationship which could, or might reasonably be perceived to, materially interfere with their ability to act with a view to the best interests of the Company, other than interests and relationships arising from shareholding.

Each of the members of the Committee shall have a working familiarity with basic finance and accounting practices, and shall have experience with reviewing and approving public company financial statements, either as part of management or as a member of a public company's audit committee.

Duties

The Committee shall:

- Provide for an open avenue of communications between the independent auditors, management and the Board and, at least once annually, meet with the independent auditors independently of management.
- Review the qualifications and evaluate the performance of the independent auditors and make recommendations to the Board regarding the selection, fee arrangements, appointment or termination of the independent auditors. The independent auditors shall be ultimately accountable to the Board and the Committee, as representatives of the shareholders.
- Receive on an annual basis a formal written statement from the independent auditors that they are in fact independent, and discuss with the auditors any relationships that may impact the auditor's independence and recommend to the Board any actions necessary to oversee the auditor's independence.
- Review and approve the independent auditors' annual engagement letter.
- Review with the independent auditors (1) the proposed scope of their examination with emphasis on accounting and financial areas where the Committee, the independent auditors or management believe special attention should be directed, (2) the results of their audit, including their letter of recommendations for management (3) their evaluation of the adequacy of the Company's system of internal controls, (4) significant areas of disagreement, if any, with management (5) cooperation received from

management in the conduct of the audit and (6) significant accounting, reporting, regulatory or industry developments affecting the Company.

- Discuss with management and the independent auditors any issues regarding significant business risks or exposures and assess the steps management has taken to minimize such risk.
- Review with management and the independent auditors the Company's unaudited quarterly financial statements and the Company's audited annual financial statements and make a recommendation to the Board as to approval thereof.
- In reviewing the quarterly and annual financial statements, include a review of estimates, reserves, accruals, writedowns, judgemental areas, audit adjustments, difficulties encountered in performing any audit, and such other review as may be appropriate.
- Perform such other functions as assigned by law, the Company's bylaws or as the Board deems necessary and appropriate.

Committee Meetings and Board Reporting

Meetings will be held as required, but not less than quarterly. Minutes will be recorded and reports of committee meetings will be presented at the next regularly scheduled Board meeting.

Committee Charter Review and Approval

This Audit Committee Charter shall be reviewed, reassessed and approved by the Board annually.

Whistleblower Policy

The Audit Committee shall establish procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters, and for the confidential, anonymous submission by the Company's employees of concerns regarding questionable accounting or auditing matters.

Composition of the Audit Committee

The following are the members of the Audit Committee as of the date of this Circular.

Kenneth Cawkell	Independent ⁽¹⁾	Financially literate ⁽¹⁾
David Tafel	Not independent ⁽¹⁾	Financially literate ⁽¹⁾
Joseph Del Campo	Independent ⁽¹⁾	Financially literate ⁽¹⁾

1. As defined by National Instrument 52-110 – Audit Committees ("NI 52-110").

Relevant Education and Experience

Please refer to Compensation Committee relevant education experience

Audit Committee Oversight

At no time since the commencement of the Company's financial year ended July 31, 2021 was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the Company's financial year ended July 31, 2021 has the Company relied on the exemptions in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), subsection 6.1.1(4) (*Circumstances Affecting the Business or Operations of the Venture Issuer*), subsection 6.1.1(5) (*Events Outside Control of Member*), subsection 6.1.1(6) (*Death, Incapacity or Resignation*) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading "External Auditors" of the Audit Committee Charter for the Company.

External Auditors Service Fees (By Category)

The aggregate fees billed by the Company's external auditors, Manning Elliott LLP, for the fiscal years listed below:

<i>Financial Year Ending</i>	<i>Audit Fees⁽¹⁾</i>	<i>Audit Related Fees⁽²⁾</i>	<i>Tax Fees⁽³⁾</i>	<i>All Other Fees⁽⁴⁾</i>
July 31, 2021	23,500	Nil	2,500	Nil
July 31, 2020	41,000	Nil	2,500	Nil

(1) "Audit Fees" include the aggregate fees billed in each financial year for audit fees.

(2) "Audit Related Fees" include the aggregate fees billed in each financial year for assurance and related services to the performance of the audit or review of the Company's financial statements not already disclosed under "Audit Fees".

(3) "Tax Fees" are the aggregate fees billed by the auditor for tax compliance, tax advice and tax planning.

(4) "All Other Fees" include aggregate fees billed for products or services not already reported in the above table.

Exemption in Section 6.1 of NI 52-110

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

CORPORATE GOVERNANCE DISCLOSURE

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day to day management of the Company. The Board is committed to sound corporate governance practices which are both in the interest of its Shareholders and contribute to effective and efficient decision making.

National Policy 58-201 - *Corporate Governance Guidelines* ("NP 58-201") establishes corporate governance guidelines which apply to all public companies. The guidelines deal with such matters as the constitution and independence of corporate boards, their functions, the effectiveness and education of board members and other items dealing with sound corporate governance practices. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 - *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices which disclosure is set out below.

Independence of Members of the Board

As of the date of this Circular, the Company's Board consists of four (4) directors, Kenneth Cawkell and Joseph Del Campo of whom are independent based upon the tests for independence set forth in NI 52-110 and David Tafel and Jeremy Wright of whom are not independent as they are officers of the Company.

Management Supervision by Board

The size of the Company is such that all the Company's operations are conducted by a small management team which is also represented on the Board. The Board considers that management is effectively supervised by the independent directors on an informal basis as the independent directors are actively and regularly involved in reviewing and supervising the operations of the Company and have regular and full access to management. The independent directors are, however, able to meet at any time without any members of management including the non-independent director being present. Further supervision is performed through the Audit Committee. The independent directors exercise their responsibilities for independent oversight of management through their majority control of the Board.

Participation of Directors in Other Reporting Issuers

The participation of the directors in other reporting issuers is described in the table provided under "*Election of Directors*" in this Circular.

Orientation and Continuing Education

While the Company does not have formal orientation and training programs, new Board members are provided with:

1. information respecting the functioning of the Board, committees and copies of the Company's corporate governance policies;
2. access to recent, publicly filed documents of the Company, technical reports and other reports; and
3. access to management.

Board members are encouraged to communicate with management, auditors and technical consultants; to keep themselves current with industry trends and developments and changes in legislation with management's assistance; and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Board views good corporate governance as an integral component to the success of the Company and to meet responsibilities to Shareholders. The Board has adopted a *Code of Business Conduct and Ethics* (the "**Code**") and has instructed its management and employees to abide by the Code. A copy of the Code is available under the Company's profile on SEDAR. The Board intends that it will review compliance with the Code on an annual basis until the Company has grown to a size which warrants more frequent monitoring.

The Board, through its meetings with management and other informal discussions with management, encourages a culture of ethical business conduct and believes the Company's high caliber management team promotes a culture of ethical business conduct throughout the Company's operations and is expected to monitor the activities of the Company's employees, consultants and agents in that regard.

It is a requirement of applicable corporate law that directors and senior officers who have an interest in a transaction or agreement with the Company promptly disclose that interest at any meeting of the Board at which the transaction or agreement will be discussed and, in the case of directors, abstain from discussions and voting in respect to same if the interest is material. These requirements are also contained in the Company's Articles, which are made available to directors and senior officers of the Company.

Nomination of Directors

The Company does not have a stand-alone nomination committee. The full Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. The Board determines new nominees, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members and the Chief Executive Officer. Both members of the Board and representatives of the mining industry are consulted for possible candidates.

Compensation of Directors and the CEO

The Compensation Committee has responsibility for determining compensation for the directors and senior management. As of the date of this Circular the members of the Compensation Committee are David Tafel, Kenneth Cawkell and Joseph Del Campo of which Kenneth Cawkell and Joseph Del Campo are independent.

To determine compensation payable, the Compensation Committee reviews compensation paid for directors and CEOs of companies of similar size and stage of development in the mining industry and determines an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of the Company. In setting the compensation, the Compensation Committee periodically reviews the performance of the CEO in light of the Company's objectives and considers other factors that may have impacted the success of the Company in achieving its objectives. The Compensation Committee's role in the compensation of directors and the CEO of the Company is further described under "*Statement of Executive Compensation – Compensation Governance*" in this Circular.

Board Committees

As of the date of this Circular, the Company has two (2) committees, that being the *Audit Committee* and the *Compensation Committee*.

The *Audit Committee* is comprised of three (3) of the Company's four (4) directors: David Tafel, Kenneth Cawkell and Joseph Del Campo.

The *Compensation Committee* is comprised of three (3) of the Company's four (4) directors: David Tafel, Kenneth Cawkell and Joseph Del Campo.

As the directors are actively involved in the operations of the Company and the size of the Company's operations does not warrant a larger board of directors, the Board has determined that additional standing committees are not necessary at this stage of the Company's development.

Assessments

The Board does not consider that formal assessments would be useful at this stage of the Company's development. The Board monitors but does not formally assess the performance of individual Board members or committee members or their contributions.

Expectations of Management

The Board expects management to operate the business of the Company in a manner that enhances Shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Company's business plan and to meet performance goals and objectives.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

APPROVAL OF THE NEW LONG TERM INCENTIVE PLAN

Background Information

The Company currently has in place, the Current Plan, pursuant to which the Board is authorized to grant up to 10% of the issued and outstanding shares of the Company as it may be from time to time.

The Company is now seeking shareholder approval to approve a new long-term incentive plan (the "**New Long-Term Incentive Plan**"). The purpose of the New Long-Term Incentive Plan is to promote the long-term success of the Company and the creation of shareholder value by: (a) encouraging the attraction and retention of Eligible Persons (as defined in the New Long-Term Incentive Plan); (b) encouraging such Eligible Persons to focus on critical long-term objectives; and (c) promoting greater alignment of the interests of such Eligible Persons with the interests of the Company, in each case as applicable to the type of Eligible Person to whom an Award (as defined in the New Long-Term Incentive Plan) is granted.

Summary of the New Long-Term Incentive Plan

The following is a summary of the key provisions of the New Long-Term Incentive Plan, that is intended to replace the Current Plan. The following summary is qualified in all respects by the full text of the New Long-Term Incentive Plan, a copy of which is attached hereto as Schedule "G".

The New Long-Term Incentive Plan shall provide for the award of Restricted Share Units ("**RSUs**"), Performance Share Units ("**PSUs**"), Deferred Share Units ("**DSUs**"), Stock Appreciation Rights ("**SARs**") and options to purchase Shares ("**Options**") and together with RSUs, PSUs, DSUs and SARs, "**Awards**") to Directors, Officers, Employees, Management Company Employees and Consultants (as such terms are defined by TSX Venture Exchange Policy 4.4) of the Company or a subsidiary of the Company, or an Eligible Charitable Organization (collectively, "**Eligible Persons**"), as further described in the following summary. The RSUs, PSUs, DSUs, SARs and Options *issuable* to any Participant under the New Long-Term Incentive Plan, or in the case of Options, any pre-existing stock option plan of the Company, shall be hereinafter referred to as "**Incentive Securities**".

All capitalized terms used but not defined in this section have the meaning ascribed thereto in the New Long-Term Incentive Plan.

Purpose

The purpose of the New Long-Term Incentive Plan is to promote the long-term success of the Company and the creation of shareholder value by: (a) encouraging the attraction and retention of Eligible Persons; (b) encouraging such Eligible Persons to focus on critical long-term objectives; and (c) promoting greater alignment of the interests of such Eligible Persons with the interests of the Company, in each case as applicable to the type of Eligible Person to whom an Award is granted.

Plan Administration

The New Long-Term Incentive Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. All actions taken and all interpretations and determinations made or approved by the Board in good faith shall be final and conclusive and shall be binding on any Participants of the New Long-Term Incentive Plan and the Company, subject to any required approval of the TSX Venture Exchange.

Shares Available for Awards

Unless otherwise approved by the TSX Venture Exchange and the Shareholders (disinterested, if required) from time to time, the maximum aggregate number of Shares issuable in respect of all Incentive Securities granted or issued under the Company's Security Based Compensation Plans, at any point, shall not exceed ten percent (10%) of the total number of issued and outstanding Shares on a non-diluted basis at such point in time. For greater certainty, this limitation applies to all Incentive Securities granted or issued under the Company's Security Based Compensation Plans at any point in time, including those held by Insiders (as a group) at any point in time.

Participation Limits

The New Long-Term Incentive Plan provides the following limitations on grants:

- The aggregate number of Shares issuable to any one Consultant in any twelve (12) month period in respect of Incentive Securities shall not exceed two percent (2%) of the issued and outstanding Shares on a non-diluted basis, calculated at the date an Award is granted to the Consultant.
- The aggregate number of Shares issuable to any one person in any twelve (12) month period in respect of Incentive Securities shall not exceed five percent (5%) of the issued and outstanding Shares on a non-diluted basis, calculated on the date an Award is granted to the person, unless the Company has obtained the requisite disinterested shareholder approval.
- The aggregate number of Shares issuable to all Insiders (as a group) in any twelve (12) month period in respect of Incentive Securities, shall not exceed ten (10%) of the issued and outstanding Shares on a non-diluted basis, calculated on the date an Award is granted to a particular Insider, unless the Company has obtained the requisite disinterested shareholder approval.
- Eligible Persons who are Investor Relations Service Providers may only receive Options as Awards under the New Long-Term Incentive Plan (if the Shares are listed on the TSX Venture Exchange) and the aggregate number of Shares issuable to all Investor Relations Service Providers in respect of Incentive Securities in any twelve (12) month period shall not exceed two percent (2%) of the issued and outstanding Shares on a non-diluted basis, calculated on the date an Award is granted to the Investor Relations Service Provider.
- Eligible Persons who are Eligible Charitable Organizations may only receive Options as Awards under the New Long-Term Incentive Plan (if the Shares are listed on the TSX Venture Exchange) and the aggregate number of Shares issuable to all Eligible Charitable

Organizations at any point in time in respect of Incentive Securities shall not exceed one (1%) of the issued and outstanding Shares on a non-diluted basis at such point in time. Options granted to Eligible Charitable Organizations will not be included in the other limits set out in the New Long-Term Incentive Plan.

Eligibility and Participation

Subject to the provisions of the New Long-Term Incentive Plan (including, without limitation, restrictions on grants to Investor Relations Service Providers and Eligible Charitable Organizations) and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of RSUs, PSUs, DSUs, SARs and Options to all categories of Eligible Persons.

General Vesting Requirement

No Award granted or issued under the New Long-Term Incentive Plan, other than Options, may vest before the date that is one year following the date it is granted or issued. Subject to the approval of the TSX Venture Exchange with respect to Awards held by Investor Relations Service Providers, vesting may be accelerated by the Board for Awards held by a Participant in the event of death or who ceases to be an Eligible Person under the New Long-Term Incentive Plan in connection with a change of control, take-over bid, reverse takeover or other similar transaction. All Options granted to Investor Relations Service Providers must vest and become exercisable in stages over a period of not less than twelve (12) months, with no more than one-quarter (1/4) of such Options vesting and becoming exercisable in any three (3) month period.

Description of RSUs

A RSU is an Award that is a bonus for services rendered in the year of grant that, upon settlement, entitles the recipient Participant to receive a number of Shares equal to the number of RSUs credited to a Participant's Account on certain vesting dates.

RSUs shall be subject to such restrictions as the Board, in its discretion, may establish or determine in the applicable Award Agreement or at the time an Award is granted. Unless otherwise provided for in an Award Agreement, all RSUs will vest and become payable by the issuance of Shares at the end of the restricted period as specified by the Board in the applicable Award Agreement. Unless otherwise determined by the Board, upon the occurrence of a change of control event, all restrictions upon any RSUs shall lapse immediately and all such RSUs shall become fully vested.

Effect of Termination on RSUs

Except as otherwise set forth in an applicable Award Agreement and subject to the provisions of the New Long-Term Incentive Plan, RSUs shall be subject to the following conditions:

- Death: Upon death of a Participant, any RSUs granted to such Participant which, prior to the Participant's death, had not vested, will be immediately and automatically forfeited and cancelled. Any RSUs granted to such Participant, which prior to the Participant's death, had vested, will accrue to the Participant's estate in accordance with the provisions of the New Long-Term Incentive Plan.

- Termination of Employment or Service for Cause: Where a Participant's employment is terminated by the Company or a subsidiary of the Company for cause, or where a Participant's consulting agreement is terminated as a result of the Participant's breach, all RSUs granted to such Participant will be immediately and automatically forfeited and cancelled.
- Termination of Employment or Service for Cause, Voluntary Termination, Retirement or Disability: Where a Participant's employment is terminated by the Company or a subsidiary of the Company without cause, by voluntary termination, due to retirement or due to disability, or where a Participant's consulting agreement is terminated for a reason other than the Participant's breach or due to disability, any RSUs granted to such Participant which, prior to termination, had not vested, will be immediately and automatically forfeited and cancelled. Any RSUs granted to such Participant, which prior to termination, had vested, will accrue to the Participant in accordance with the provisions of the New Long-Term Incentive Plan.
- Directorships: Where a Participant ceases to be a Director for any reason, any RSUs granted to such Participant which, prior to cessation, have not vested, will be immediately and automatically forfeited and cancelled. Any RSUs granted to such Participant, which prior to cessation, have vested, will accrue to the Participant in accordance with the provisions of the New Long-Term Incentive Plan.

Description of PSUs

A PSU is an Award that is awarded based on the attainment of performance criteria within a certain period, which criteria and period shall be selected, settled and determined by the Board. An Award Agreement may provide the Board with the right during a Performance Cycle or after it has ended, to revise Performance Criteria and Award amounts if unforeseen events occur.

All PSUs will vest and become payable to the extent that the Performance Criteria set forth in the Award Agreement are satisfied for a Performance Cycle, as determined by the Board. Unless otherwise determined by the Board, upon the occurrence of a change of control event, all PSUs shall become fully vested.

Effect of Termination on PSUs

Except as otherwise set forth in an applicable Award Agreement and subject to the provisions of the New Long-Term Incentive Plan, PSUs shall be subject to the following conditions:

- Death: Upon death of a Participant, any PSUs granted to such Participant which, prior to the Participant's death, had not vested, will be immediately and automatically forfeited and cancelled. However, the Board may determine that certain PSUs have vested based on the extent which Performance Criteria have been satisfied in that portion of the Performance Cycle that has lapsed. Any PSUs granted to such Participant, which prior to the Participant's death, had vested, will accrue to the Participant's estate in accordance with the provisions of the New Long-Term Incentive Plan.

- Termination of Employment or Service for Cause: Where a Participant's employment is terminated by the Company or a subsidiary of the Company for cause, or where a Participant's consulting agreement is terminated as a result of the Participant's breach, all PSUs granted to such Participant will be immediately and automatically forfeited and cancelled.
- Termination of Employment or Service for Cause, Voluntary Termination, Retirement or Disability: Where a Participant's employment is terminated by the Company or a subsidiary of the Company without cause, by voluntary termination, due to retirement or due to disability, or where a Participant's consulting agreement is terminated for a reason other than the Participant's breach or due to disability, any PSUs granted to such Participant which, prior to termination, had not vested, will be immediately and automatically forfeited and cancelled. However, the Board may determine that certain PSUs have vested based on the extent which Performance Criteria have been satisfied in that portion of the Performance Cycle that has lapsed. Any PSUs granted to such Participant, which prior to termination, had vested, will accrue to the Participant in accordance with the provisions of the New Long-Term Incentive Plan.
- Directorships: Where a Participant ceases to be a Director for any reason, any PSUs granted to such Participant which, prior to cessation, had not vested, will be immediately and automatically forfeited and cancelled. However, the Board may determine that certain PSUs have vested based on the extent which Performance Criteria have been satisfied in that portion of the Performance Cycle that has lapsed. Any PSUs granted to such Participant, which prior to cessation, had vested, will accrue to the Participant in accordance with the provisions of the New Long-Term Incentive Plan.

Description of DSUs

A DSU is an Award that is payable after the effective date that a Participant ceases to be an Eligible Person under the New Long-Term Incentive Plan, subject to certain vesting criteria. Unless otherwise determined by the Board, upon the occurrence of a change of control event, all DSUs shall become fully vested.

The payment of DSUs will occur on the date that is designated by the Participant and communicated to the Company by the Participant in writing at least fifteen (15) days prior to the designated day, or such earlier date as the Participant and Company may agree. If no notice is given by the Participant for a designated day, the DSUs shall be payable on the first anniversary of the date on which the Participant ceases to be an Eligible Person for any reason or any earlier period on which the DSUs vested, as the case may be, at the sole discretion of the Participant.

Election by Directors – DSUs

Under the New Long-Term Incentive Plan, Directors may elect to receive directorship fees in the form of DSUs which election must be made within certain timeframes as specified in the New Long-Term Incentive Plan. In case of an election by a Director, the number of DSUs to be credited shall be determined by dividing applicable directorship fees with the Market Price on the Grant Date of the DSUs or if more appropriate, another trading range that best represents the period for which the

DSUs were earned (subject to minimum pricing requirements under Exchange policies). No fractional DSUs shall be credited to any Director.

Description of Options

An Option is an Award that gives a Participant the right to purchase one Share at a specified price in accordance with the terms of the Option and the New Long-Term Incentive Plan. The exercise price of the Options shall be determined by the Board at the time the Option is granted but in no event shall such exercise price be lower than the discounted Market Price permitted by the TSX Venture Exchange.

The maximum term of any Option shall not exceed ten (10) years and the Board shall determine the vesting, performance and other conditions, if any, that must be satisfied before all or part of an Option may be exercised, subject to any vesting restrictions set out in TSX Venture Exchange Policy 4.4. Unless otherwise determined by the Board, upon the occurrence of a change of control event, all Options shall become fully vested except for Options held by Investor Relations Service Providers which acceleration is subject to acceptance of the TSX Venture Exchange.

Options will be exercised pursuant to their applicable Award Agreement which exercise shall be contingent upon receipt by the Company of a written notice of exercise set forth in the applicable Award Agreement and of a form of cash payment acceptable to the Company for the full purchase price of the Shares to be issued.

Effect of Termination on Options

Except as otherwise set forth in an applicable Award Agreement and subject to the provisions of the New Long-Term Incentive Plan, Options shall be subject to the following conditions:

- Death: Upon death of a Participant, any Options held by such Participant at the date of death shall be exercisable (by an inheritor or the Participant's estate) for a period of 120 days after the date of death or prior to the expiration of the Option, whichever is sooner, only to the extent the Participant was entitled to exercise the Option at the date of death of such Participant.
- Termination of Employment or Service for Cause: Where a Participant's employment is terminated by the Company or a subsidiary of the Company for cause, or where a Participant's consulting agreement is terminated as a result of the Participant's breach, no Option shall be exercisable from the date of termination as determined by the Board.
- Termination of Employment or Service for Cause, Voluntary Termination or Retirement: Where a Participant's employment is terminated by the Company or a subsidiary of the Company without cause, by voluntary termination, due to retirement, or where a Participant's consulting agreement is terminated for a reason other than the Participant's breach, any Options held by such Participant at the date of termination shall be exercisable for a period of 90 days after the date of termination determined by the Board or prior to the expiration of the Option, whichever is sooner, only to the extent the Participant was entitled to exercise the Option at the date of termination.

- Disability: Where a Participant's employment or consulting agreement is terminated by the Company or a subsidiary of the Company due to disability, any Options held by such Participant at the date of termination shall be exercisable for a period of 120 days after the date of termination determined by the Board or prior to the expiration of the Option, whichever is sooner, only to the extent the Participant was entitled to exercise the Option at the date of termination.
- Directorships: Where a Participant ceases to be a Director for any reason, any Options held by such Participant on the Cessation Date shall be exercisable for a period of 90 days (120 days in case of termination due to disability) after the Cessation Date or prior to the expiration of the Option, whichever is sooner, only to the extent the Director was entitled to exercise the Option at the Cessation Date.

Description of SARs

A SAR is an Award that gives a Participant the right to receive payment equal to the excess of the Market Price at the date which a SAR is exercised over the applicable grant price of a SAR. The grant price of a SAR shall be determined by the Board at the time the SAR is granted, which in no event shall be lower than the discounted Market Price permitted by the TSX Venture Exchange. Where a SAR is granted in relation to an Option, it shall be a right in respect of the same number of Shares and the grant price shall be the same as the exercise price of the Option it is granted in relation to. The actual number of Shares to be granted to the Participant upon payment of a SAR shall be the aggregate SAR excess amount (Market Price at the date of exercise over grant price of a SAR) divided by the Market Price at the time of exercise.

The maximum term of any SAR shall not exceed ten (10) years and the Board shall determine the vesting, settlement and other terms of any SAR. SARs granted in relation to an Option shall only be exercisable at the same time and to the same extent the related Option is exercisable. In the sole discretion of the Board, the Award Agreement for a SAR may provide that the Company may elect to satisfy the exercise of a SAR by paying to the Participant cash in the amount equal to the SAR excess amount in lieu of Shares.

SARs will be exercised pursuant to their applicable Award Agreement which exercise shall be contingent upon receipt by the Company of a written notice of exercise set forth in the applicable Award Agreement. Unless otherwise determined by the Board, upon the occurrence of a change of control event, all SARs shall become fully vested, subject to the policies of the TSX Venture Exchange.

Effect of Termination on SARs

Except as otherwise set forth in an applicable Award Agreement and subject to the provisions of the New Long-Term Incentive Plan, SARs shall be subject to the following conditions:

- Death: Upon death of a Participant, any SARs held by such Participant at the date of death shall be exercisable (by an inheritor or the Participant's estate) for a period of 120 days after the date of death or prior to the expiration of the SAR, whichever is sooner, only to the

extent the Participant was entitled to exercise the SAR at the date of death of such Participant.

- Termination of Employment or Service for Cause: Where a Participant's employment is terminated by the Company or a subsidiary of the Company for cause, or where a Participant's consulting agreement is terminated as a result of the Participant's breach, no SAR shall be exercisable from the date of termination as determined by the Board.
- Termination of Employment or Service for Cause, Voluntary Termination or Retirement: Where a Participant's employment is terminated by the Company or a subsidiary of the Company without cause, by voluntary termination, due to retirement, or where a Participant's consulting agreement is terminated for a reason other than the Participant's breach, any SARs held by such Participant at the date of termination shall be exercisable for a period of 90 days after the date of termination determined by the Board or prior to the expiration of the SAR, whichever is sooner, only to the extent the Participant was entitled to exercise the SAR at the date of termination.
- Disability: Where a Participant's employment or consulting agreement is terminated by the Company or a subsidiary of the Company due to disability, any SARs held by such Participant at the date of termination shall be exercisable for a period of 120 days after the date of termination determined by the Board or prior to the expiration of the SAR, whichever is sooner, only to the extent the Participant was entitled to exercise the SAR at the date of termination.
- Directorships: Where a Participant ceases to be a Director for any reason, any SARs held by such Participant on the Cessation Date shall be exercisable for a period of 90 days (120 days in case of termination by disability) after the Cessation Date or prior to the expiration of the SAR, whichever is sooner, only to the extent the Director was entitled to exercise the SAR at the Cessation Date.

Non-Transferability of Awards

No Award and no right under any such Award, shall be assignable, alienable, saleable, or transferable by a Participant otherwise than by will or by the laws of descent and distribution. No Award and no right under any such Award, may be pledged, alienated, attached, or otherwise encumbered, and any purported pledge, alienation, attachment, or encumbrance thereof shall be void and unenforceable against the Company.

Amendment and Termination of the New Long-Term Incentive Plan

The Board may at any time or from time to time, in its sole and absolute discretion, amend, suspend, terminate or discontinue the New Long-Term Incentive Plan and may amend the terms and conditions of any Awards granted thereunder, subject to (a) any required approval of any applicable regulatory authority or TSX Venture Exchange, and (b) any required approval of Shareholders in accordance with the TSX Venture Exchange Policy 4.4 or applicable law. Without limitation, Shareholder approval shall not be required for the following amendments:

- (a) amendments to fix typographical errors;

- (b) amendments to clarify existing provisions of the New Long-Term Incentive Plan that do not have the effect of altering the scope, nature and intent of such provisions; and
- (c) amendments that are necessary to comply with applicable law or the requirements of the TSX Venture Exchange.

Amendments to Awards

Subject to compliance with applicable laws and TSX Venture Exchange policies, the Board may make amendments or alterations to Awards, provided that no amendment or alteration shall be made which would impair the rights of any Participant, without such Participant's consent, provided that no such consent shall be required if the amendment or alteration is: (a) either required or advisable in respect of compliance with any law, regulation or requirement of any accounting standard; or (b) not reasonably likely to significantly diminish the benefits provided under such Award.

The Company will be required to obtain disinterested Shareholder approval in accordance with TSX Venture Exchange Policy 4.4 in respect of any extension or reduction in the exercise price of Options granted to any Participant if the Participant is an Insider at the time of the proposed reduction or extension.

New Long-Term Incentive Plan Resolution

At the Meeting, the following resolution (the “**New Long-Term Incentive Plan Resolution**”), with or without variation, will be placed before the Shareholders:

BE IT RESOLVED, as an ordinary resolution of the Company's shareholders, that

- (a) the proposed 10% long-term incentive plan of the Company (the “**New Long-Term Incentive Plan**”), substantially in the form attached to the Information Circular of the Company dated June 29, 2022 (the “**Information Circular**”) as Schedule “G” is hereby approved and confirmed as the long-term incentive plan of the Company;
- (b) the Board or any director or officer is authorized to make amendments to the New Long-Term Incentive Plan from time to time as required or deemed necessary by the TSX Venture Exchange or as the Board, or director or officer may, in its sole discretion, deem to be necessary, advisable or desirable, provided that such amendments will be subject to the approval of all applicable regulatory authorities; and
- (c) any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, and to deliver or cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Company may be necessary, advisable or desirable to carry out the terms of the foregoing resolutions.

If the New Long-Term Incentive Plan Resolution is passed by a simple majority of Shareholder votes cast in person or by proxy at the Meeting, the New Long-Term Incentive Plan will take effect following the Meeting. If Shareholders do not approve the New Long-Term Incentive Plan, the Current Plan will continue to be in effect. Management recommends that Shareholders vote in favour of the New Long-Term Incentive Plan Resolution. **In the absence of instructions to the**

contrary, the enclosed form of proxy will be voted **FOR** the New Long-Term Incentive Plan Resolution.

THE ARRANGEMENT

The purpose of the Arrangement is to reorganize the Company and its assets and operations into two separate companies: the Company and SpinCo. Upon the Arrangement becoming effective, and in accordance with the Arrangement Agreement attached hereto as Schedule "C, among other things: (a) the Company will assign and transfer the Cannabis Assets and certain related liabilities to SpinCo, as described more particularly under the heading "*Description of Business of SpinCo*" in Schedule "H" – *Information Concerning SpinCo Following the Arrangement*, attached hereto; and (b) Shareholders of record as of the close of business on the Distribution Record Date will become shareholders in both companies and will receive one New Centurion Share and one SpinCo Share for each one Share held by such Shareholder on such date.

Reasons for the Arrangement

The Board believes that the separation of the Cannabis Assets from the Company's core business as a mineral exploration company will provide a number of benefits to the Company, SpinCo and the Shareholders, including:

1. providing Shareholders with enhanced value by creating a new company solely focused on the pursuit and development of cannabis consumer products, being SpinCo;
2. providing Shareholders with 100% ownership of SpinCo at the closing of the Arrangement;
3. providing the Company and SpinCo with a sharper business focus, enabling them to pursue independent business and financing strategies best suited to their respective business plans;
4. enabling investors, analysts and other stakeholders or potential stakeholders to more accurately compare and evaluate the Company;
5. enabling the Company and SpinCo to pursue independent growth and capital allocation strategies; and
6. allowing the Company and SpinCo to be led by experienced executives and directors who have experience in each company's respective sector.

Recommendation of the Board

The Board approved the Arrangement and recommended and authorized the submission of the Arrangement to the Shareholders and the Court for approval. **The Board has concluded that the Arrangement is in the best interests of the Company and its Shareholders and recommends that Shareholders vote FOR the Arrangement Resolution proposed to be passed at the Meeting.**

In reaching this conclusion, the Board considered, among other things, the benefits to the Company and its Shareholders, as well as the financial position, opportunities and outlook for the future potential and operating performance of the Company and SpinCo. The Board further believes the Cannabis Assets required additional time to develop, and prove-out and would be undervalued if taken public immediately. In order to unlock their full value proposition, the pursuit and development of the Cannabis Assets needed to be funded and managed in a separate entity. Accordingly, the creation of an alternative vehicle best suited to achieve that goal.

Fairness of the Arrangement

The Arrangement was determined to be fair to the Shareholders by the Board based upon the following factors, among others:

1. the procedures by which the Arrangement will be approved by Shareholders and approval by the Court after a hearing at which fairness will be considered;
2. each Shareholder, as at the Effective Time, will participate in the Arrangement such that each Shareholder, upon completion of the Arrangement will continue to hold the same proportionate interest in the Company and will hold the same proportionate interest in SpinCo that such Shareholder held in the Company prior to the completion of the Arrangement;
3. the continued listing of the New Centurion Shares on the TSXV; and
4. the opportunity for Registered Shareholders who are opposed to the Arrangement, upon compliance with certain conditions, to exercise Dissent Rights in accordance with the Dissent Procedures (as defined below).

Details of the Arrangement

The following description is qualified in its entirety by reference to the full text of the Plan of Arrangement, a copy of which is attached as Schedule "B" to this Circular. **Shareholders are urged to carefully read the Plan of Arrangement in its entirety.** Any capitalized terms used, but not otherwise defined, shall have the meanings ascribed thereto in the Plan of Arrangement.

At the Effective Time and pursuant to the Plan of Arrangement, the following transactions, among others, will occur and will be deemed to occur sequentially in the following order:

1. each Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a "**Dissent Share**") will be directly transferred and assigned by such Dissenting Shareholder to Centurion, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Centurion Shareholders other than the right to be paid the fair value for their Centurion Shares by Centurion;

2. Centurion will transfer the Cannabis Assets and specific liabilities incurred in the pursuit of the cannabis strategy as more particularly set forth in Exhibit B of the Plan of Arrangement and Schedule "H" hereto, to SpinCo in consideration for such number of SpinCo Shares equal to the number of Shares outstanding;
3. the authorized share structure of Centurion will be altered by:
 - (a) renaming and redesignating all of the issued and unissued Shares as "Class A common shares without par value" and varying the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the "Centurion Class A Shares"; and
 - (b) creating a new class consisting of an unlimited number of "common shares without par value" with terms and special rights and restrictions identical to those of the Shares immediately prior to the Effective Time, being the "New Centurion Shares";
4. Centurion's Notice of Articles will be amended to reflect the alterations above;
5. each issued and outstanding Centurion Class A Share outstanding on the Share Distribution Record Date (excluding the Dissent Shares) will be exchanged for:
 - (a) one New Centurion Share; and
 - (b) one SpinCo Share,and the holders of the Centurion Class A Shares will be removed from the central securities register of Centurion as the holders of such and will be added to the central securities register of Centurion as the holders of the number of New Centurion Shares that they have received on the exchange set forth above, and the SpinCo Shares transferred to the then holders of the Centurion Class A Shares will be registered in the name of the former holders of the Centurion Class A Shares and Centurion will provide SpinCo, and its registrar and transfer agents, notice to make the appropriate entries in the their respective central securities registers;
6. all of the issued Centurion Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Centurion, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Centurion Shares will be equal to that of the Centurion Shares immediately prior to the Effective Time less the fair market value of the SpinCo Shares distributed pursuant to the Arrangement;
7. the Centurion Class A Shares, none of which will be issued or outstanding once the steps above are completed, will be cancelled and the authorized share structure of Centurion will be changed by eliminating the Centurion Class A Shares;

8. the Notice of Articles of Centurion will be amended to reflect the alterations above; and
9. the foregoing matters will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto may not be completed until after the Effective Date.

Upon the Arrangement becoming effective:

1. SpinCo will cease to be a wholly owned subsidiary of the Company; and
2. the Shareholders will hold 100% of the outstanding SpinCo Shares.

Authority of the Board

By approving the Arrangement Resolution, the Shareholders will also be giving authority to the Board to use its judgment to proceed with and cause the Company to complete the Arrangement or to abandon the Arrangement without any requirement to seek or obtain any further approval of the Shareholders.

The Arrangement Resolution also provides that the terms of the Plan of the Arrangement may be amended by the Board before or after the Meeting without further notice to Shareholders, unless directed by the Court. Although the Board has no current intention to amend the terms of the Plan of Arrangement, it is possible that the Board may determine that certain amendments are appropriate, necessary or desirable.

Conditions to the Arrangement

The Arrangement Agreement provides that the consummation of the Arrangement will be subject to the fulfilment or waiver of certain conditions, including the following:

1. the Interim Order will have been granted in form and substance satisfactory to each of the Company and SpinCo;
2. the Arrangement Resolution, with or without amendment, will have been approved and adopted at the Meeting by the Shareholders in accordance with the Arrangement Provisions, the Constatting Documents of Centurion, the Interim Order and the requirements of any applicable regulatory authorities;
3. the Final Order will have been obtained in form and substance satisfactory to each of the Company and SpinCo;
4. Centurion will have received the Exchange approvals required for the completion of the Arrangement and the listing of the New Centurion Shares on the Exchange;
5. all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in the Arrangement Agreement and the Plan of

Arrangement will have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to the Company and SpinCo;

6. there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement;
7. no law, regulation or policy will have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of Centurion, the Shareholders or SpinCo if the Arrangement is completed;
8. notices of dissent pursuant to the Plan of Arrangement will not have been delivered by Shareholders holding greater than 1% of the outstanding Shares; and
9. the Arrangement Agreement will not have been terminated as provided for therein.

If any of the conditions set forth in the Arrangement Agreement are not fulfilled or performed, on or prior to the Effective Time, the Company may terminate the Arrangement Agreement or waive, in its discretion, the applicable condition in whole or in part. **Certain conditions such as the granting of the Interim Order and Final Order, the passing of the Arrangement Resolution and receipt of the required regulatory approval of the TSXV are not waivable by either party. The Company will not proceed with the Arrangement if regulatory acceptance or approval is not obtained.**

As soon as practicable after the fulfilment (or waiver) of the conditions contained in the Arrangement Agreement, the Board intends to cause a copy of the Final Order to be filed with the Registrar under the BCBCA, together with such other material as may be required by the Registrar in order that the Arrangement will become effective.

Management of the Company expects that any material consents, orders and approvals required for the completion of the Arrangement will be obtained prior to the Effective Date in the ordinary course upon application therefor.

Court Approval of the Arrangement

The Arrangement requires the approval of the Court. Prior to mailing this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. The Interim Order is attached as Schedule "D". The Requisition for Final Order is attached as Schedule "E".

Assuming approval of the Arrangement Resolution by the Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place at 9:45am (Vancouver time) on August 17, 2022 at the Law Courts, 800 Smithe Street, Vancouver, British Columbia, or as soon thereafter as counsel may be heard. At this hearing, any securityholder or other interested party who wishes to participate or to be represented or present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements.

The Court has broad discretion under the BCBCA when making orders in respect of arrangements, and the Court may approve the Arrangement as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks appropriate. The Court, in hearing the application for the Final Order, will consider, among other things, the fairness of the terms and conditions of the Arrangement to Shareholders. The Court will be advised prior to the hearing for the Final Order that if the terms and conditions of the Arrangement are approved by the Court, such approval will be relied upon in seeking an exemption from the registration requirements of the U.S. Securities Act, pursuant to Section 3(a)(10) thereof, with respect to the offer and sale of the securities to be issued or distributed pursuant to the Arrangement.

Shareholder Approval of the Arrangement

Subject to any further order(s) of the Court, the Arrangement must be approved by at least two-thirds of the votes cast by Shareholders present, in person or by proxy, and entitled to vote at the Meeting. Notwithstanding the foregoing, the Arrangement Resolution authorizes the Board, without further notice to or approval of the Shareholders and subject to the terms of the Arrangement Agreement, to amend the Plan of Arrangement or to decide not to proceed with the Arrangement at any time prior to the Effective Time. **In the absence of any instruction to the contrary, the Shares represented by Proxies appointing the management designees named in the proxy will be voted IN FAVOUR of the Arrangement Resolution.**

Proposed Timetable for the Arrangement

The anticipated timetable for the completion of the Arrangement and the key dates proposed are as follows:

- (a) Annual and Special Meeting: August 12, 2022
- (b) Final Court approval: August 17, 2022
- (c) Distribution Record Date: August 17, 2022
- (d) Effective Date: August 19, 2022

Notice of the actual Distribution Record Date and Effective Date will be made through one or more news releases issued by the Company. The Board will determine each of the Distribution Record Date and Effective Date upon satisfaction or waiver of the conditions to the Arrangement.

The above dates are subject to amendment by the Board.

Distribution of Certificates

On the Effective Date, the Company will cause Endeavor Trust Corporation to mail the Letter of Transmittal to Registered Shareholders, which will be used to exchange their certificates representing Shares for share certificates representing the New Centurion Shares and certificates

representing the SpinCo Shares. Until exchanged, each certificate representing Shares will, after the Effective time, represent only the right to receive, upon surrender, certificates representing the requisite numbers of New Centurion Shares and SpinCo Shares. Shareholders will not receive any fractional SpinCo Shares. Any fractional SpinCo Shares will be rounded down to the nearest whole number and Shareholders will not receive any compensation in lieu thereof.

Cancellation of Rights after Six Years

Any certificate which immediately prior to the Effective Time represented Shares and which has not been surrendered with all other documents required by the Depositary, on or prior to the sixth anniversary of the Effective Date, will cease to represent any claim against or interest of any kind or nature in either the Company or SpinCo. **Accordingly, persons who tender certificates for Shares after the sixth anniversary of the Effective Date will not receive New Centurion Shares or SpinCo Shares, will not own any interest in the Company or SpinCo and will not be paid any cash or other compensation in lieu thereof.**

Expenses of the Arrangement

The costs relating to the Arrangement, including, without limitation, financial advisory, accounting and legal fees, will be borne by the Company.

Dissent Rights

If you are a Registered Shareholder, you are entitled to exercise Dissent Rights from the Arrangement Resolution by strictly following and adhering to the procedures in Division 2 of part 8 of the BCBCA (attached as Schedule "F" hereto), as the same may be modified by the Plan of Arrangement, the Interim Order and the Final Order (collectively, the "**Dissent Procedures**").

Any Registered Shareholder is ultimately entitled to be paid the fair value of their Shares if such Registered Shareholder duly dissents in respect of the Arrangement in strict accordance with the Dissent Procedures provided that the Arrangement becomes effective. A Registered Shareholder is not entitled to dissent with respect to such holder's Shares if such Registered Shareholder votes any of those Shares in favour of the Arrangement Resolution. A Dissenting Shareholder ceases to have any rights as a Shareholder, other than the right to be paid the fair value of such holder's Shares, and the Shares held by such Dissenting Shareholder will be deemed to be repurchased by the Company in accordance with the terms of the Plan of Arrangement.

A brief summary of the Dissent Procedures is set out below. A Registered Shareholder's failure to follow exactly the Dissent Procedures will result in the loss of such Registered Shareholder's Dissent Rights. If you are a Registered Shareholder and wish to dissent, you should obtain your own legal advice and carefully read the provisions of Division 2 of Part 8 of the BCBCA, the Plan of Arrangement and the Interim Order which are attached at Schedules "F", "B" and "D" respectively. The Court, upon hearing the application for the Final Order, has the discretion to alter the Dissent Procedures described herein based on the evidence presented at such hearing.

A Registered Shareholder wishing to dissent must send a written notice of dissent (a “**Dissent Notice**”) contemplated by Section 242 of the BCBCA which must be received by the Company, in the manner set out below, not later than 10:00 am (Vancouver time) on August 10, 2022 (or on the Business Day that is two Business Days immediately preceding any adjourned or postponed Meeting). All Dissent Notices should be delivered by mail or hand delivery to Centurion Minerals Ltd., Suite 520 – 470 Granville Street, Vancouver, British Columbia, V6C 1V5. A vote against the Arrangement Resolution, an abstention, or the execution of a proxy to vote against the Arrangement Resolution, does not constitute a Dissent Notice.

Beneficial Shareholders who wish to dissent should be aware that only Registered Shareholders are entitled to exercise Dissent Rights. Accordingly, a Beneficial Shareholder desiring to exercise Dissent Rights must make arrangements for the Shares beneficially owned by such Shareholder to be registered in his, her or its name prior to the time the Dissent Notice is required to be received or, alternatively, make arrangements for the Registered Shareholder to exercise Dissent Rights on the Beneficial Shareholder’s behalf.

After the Arrangement Resolution is approved by Shareholders and within one month after the Company notifies the dissenting Registered Shareholder of the Company’s intention to act upon the Arrangement Resolution pursuant to Section 243 of the BCBCA, the dissenting Registered Shareholder must, pursuant to Section 244(1) of the BCBCA, send to the Company a written notice that such holder requires the purchase of all of the Shares in respect of which such holder has given notice of dissent, together with the share certificate or certificates representing those Shares (including a written statement prepared in accordance with Subsection 244(1)(c) of the BCBCA if the dissent is being exercised by the Registered Shareholder on behalf of a Beneficial Shareholder). Any dissenting Registered Shareholder who has duly complied with Section 244(1) of the BCBCA and the Company may agree on the amount of the fair value of the Dissent Shares calculated immediately before the passing of the Arrangement Resolution, or, if there is no such agreement, either such dissenting Registered Shareholder or the Company may apply to the Court (although the Company is under no obligation to do so), and the Court may determine the fair value of the Dissent Shares calculated immediately before the passing of the Arrangement Resolution and make consequential orders and give directions as the Court considers appropriate. Promptly after the determination of the fair value of such Dissent Shares, such amount shall be paid out to the dissenting Registered Shareholder in cash by the Company. Failure to comply strictly with and adhere to the Dissent Procedures may result in the loss of all rights thereunder. A dissenting Registered Shareholder who does not strictly comply with the Dissent Procedures or, for any other reason, is not entitled to be paid fair value for his, her or its Dissent Shares will be deemed to have participated in the Arrangement on the same basis as non-dissenting Shareholders.

The Arrangement Agreement provides that, unless otherwise waived, it is a condition to the obligations of the Company and SpinCo to complete the Arrangement that, on or before the Effective Date, holders of not more than an aggregate of 1% of the issued and outstanding Shares shall have exercised Dissent Rights. If the number of outstanding Shares in respect of which Dissent Rights have been exercised exceeds 1%, the Arrangement will not proceed unless the Company waives such condition.

The above is only a summary of the Dissent Procedures which are technical and complex. If you are a Registered Shareholder and wish to exercise your Dissent Rights, you should seek your own legal advice as failure to strictly comply with the Dissent Procedures will result in the loss of your

Dissent Rights. For a general summary of certain income tax implications to a Dissenting Shareholder, see *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Dissenting Resident Holders”* and *“Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Dissenting Non-Resident Holders”*. Registered Shareholders considering exercising Dissent Rights should also seek the advice of their own tax, legal and financial advisors.

Certain Canadian Securities Law Matters

The following discussion is only a general overview of certain requirements of Canadian securities laws applicable to trades in securities of the Company or SpinCo. All holders of securities are urged to consult with their own legal counsel to ensure that any resale of their securities of the Company or SpinCo complies with applicable securities legislation.

The securities of the Company and SpinCo to be issued pursuant to the Arrangement will be issued in reliance on exemptions from prospectus requirements of applicable Canadian securities laws. In accordance with the applicable securities legislation, the New Centurion Shares and SpinCo Shares may be resold without restriction, subject to the conditions that no unusual effort is made to prepare the market for the resale or create a demand for the shares and no extraordinary commission or consideration is paid in respect of the resale and to customary restrictions applicable to distributions of securities held by control persons and persons in “special relationships” to the relevant company.

Certain United States Securities Law Matters

The following discussion is a general overview of certain requirements of United States federal securities laws that may be applicable to U.S. Shareholders. All U.S. Shareholders are urged to consult with their own legal counsel to ensure that any subsequent resale of New Centurion Shares or SpinCo Shares issued or distributed to them under the Arrangement complies with applicable securities legislation.

Further information applicable to U.S. Shareholders is disclosed under the heading “Note to United States Shareholders” above.

The following discussion does not address the Canadian securities laws that will apply to the issue of New Centurion Shares or SpinCo Shares or the resale of these securities by U.S. Shareholders within Canada. U.S. Shareholders reselling their New Centurion Shares or SpinCo Shares in Canada must comply with Canadian securities laws, as outlined in this Circular above.

Exemption from the Registration Requirements of the U.S. Securities Act

The New Centurion Shares or SpinCo Shares to be received by Shareholders pursuant to the Arrangement will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be issued and distributed in reliance upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act and exemptions provided under the securities laws of each state of the United States in which U.S. Shareholders reside. Section

3(a)(10) of the U.S. Securities Act exempts from registration a security that is issued in exchange for outstanding securities, claims or property interests, or partly in such exchange and partly for cash, where the terms and conditions of such issuance and exchange are approved, after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue or distribute securities in such exchange have the right to appear, by a court or by a governmental authority expressly authorized by law to grant such approval and to hold such hearing. Accordingly, the Final Order will, if granted, constitute a basis for reliance on Section 3(a)(10) of the U.S. Securities Act as the exemption from the registration requirements of the U.S. Securities Act with respect to the New Centurion Shares and SpinCo Shares to be received by Shareholders in connection with the Arrangement.

Resales of New Centurion Shares and SpinCo Shares within the United States after the Completion of the Arrangement

The manner in which a U.S. Shareholder may resell New Centurion Shares or SpinCo Shares on completion of the Arrangement in the United States will depend on whether such holder is an "affiliate" of the Company, in respect of the New Centurion Shares, or of SpinCo, in respect of SpinCo Shares, in each case after the completion of the Arrangement or has been such an "affiliate" of the Company within 90 days prior to the completion of the Arrangement. As defined in Rule 144 under the U.S. Securities Act, an "affiliate" of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the issuer. Typically, persons who are executive officers, directors or 10% or greater holders of an issuer are considered to be "affiliates".

Persons who are not an "affiliate" of the Company, in respect of the New Centurion Shares, or of SpinCo, in respect of SpinCo Shares, after the Arrangement and who have not been an "affiliate" within 90 days of the resale in question may resell such securities that they receive in connection with the Arrangement in the United States without restriction under the U.S. Securities Act.

New Centurion Shares or SpinCo Shares received by a holder who is an "affiliate" of such respective company after the Arrangement or who has been an "affiliate" within 90 days of the resale in question may not sell such securities that they receive in connection with the Arrangement, in the absence of registration under the U.S. Securities Act, unless an applicable exemption from such registration requirements is available, such as the exemptions provided by Rule 144 under the U.S. Securities Act or Rule 904 of Regulation S under the U.S. Securities Act, if available.

The foregoing discussion is only a general overview of certain requirements of the U.S. Securities Act applicable to the resale of the New Centurion Shares and SpinCo Shares receivable by U.S. Shareholders. All holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

MATERIAL INCOME TAX CONSIDERATIONS

THE TAX CONSEQUENCES OF THE ARRANGEMENT MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH SHAREHOLDER AND OTHER FACTORS. ACCORDINGLY, SHAREHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE ARRANGEMENT.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following summarizes certain Canadian federal income tax considerations under the Tax Act generally applicable to Shareholders in respect of the disposition of Shares pursuant to the Arrangement, and the acquisition, holding, and disposition of New Centurion Shares and SpinCo Shares acquired pursuant to the Arrangement.

Comment is restricted to Shareholders who, for purposes of the Tax Act, (i) hold their Shares, and will hold their Class A Shares, New Centurion Shares and SpinCo Shares, solely as capital property, and (ii) deal at arm's length with and are not affiliated with the Company or SpinCo (each such Shareholder, a "**Holder**").

Generally, Shares, Class A Shares, New Centurion Shares and SpinCo Shares will be considered to be capital property to a Holder thereof provided that the Holder does not use the Shares, Class A Shares, New Centurion Shares or SpinCo Shares, as the case may be, in the course of carrying on a business of trading or dealing in securities and such Holder has not acquired such shares in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary does not apply to a Holder that:

1. is a "financial institution" for the purposes of the mark-to-market rules in the Tax Act or a "specified financial institution" as defined in the Tax Act;
2. is a person or partnership an interest in which is a "tax shelter investment" for purposes of the Tax Act;
3. has elected to report its Canadian federal income tax results in a currency other than Canadian currency;
4. has entered into or will enter into a "derivative forward agreement", a "synthetic disposition arrangement", or a "synthetic equity arrangement" as those terms are or are proposed to be defined in the Tax Act;
5. has acquired Shares, or will acquire Class A Shares, New Centurion Shares or SpinCo Shares, on the exercise of an employee stock option; or
6. is otherwise a Holder of special status or in special circumstances.

All such Holders should consult their own tax advisors with respect to the consequences of the Arrangement. In addition, this summary does not address any tax considerations relevant to holders of Options, and such holders should also consult their own advisors in this regard.

The summary assumes that (i) the redesignation of Shares as Class A Shares and the amendment of the terms of such shares to increase the number of votes that may be cast, as contemplated by the Plan of Arrangement, will not, in and of itself, result in Holders being deemed to have disposed of their Shares for the purposes of the Tax Act (for purposes of this summary, Class A Shares are hereafter referred to as "**Shares**"), and (ii) the Share Exchange (as described below) will be considered to occur "in the course of a reorganization of capital" of the Company such that section 86 of the Tax Act will apply in respect of the Share Exchange. **No tax ruling or legal opinion has**

been sought or obtained in this regard, or with respect to any of the assumptions made throughout this summary of Certain Canadian Federal Income Tax Considerations, and the summary below is qualified accordingly.

This summary is based on the current provisions of the Tax Act, the regulations thereunder (the “**Regulations**”), and our understanding of the current published administrative practices and policies of the CRA. This summary takes into account all specific proposals to amend the Tax Act and Regulations (the “**Proposed Amendments**”) announced by the Minister of Finance (Canada) prior to the date hereof. It is assumed that the Proposed Amendments will be enacted as currently proposed and that there will be no other change in law or administrative or assessing practice, whether by legislative, governmental, or judicial action or decision, although no assurance can be given in these respects. This summary does not take into account provincial, territorial or foreign income tax considerations, which may differ materially from the Canadian federal income tax considerations discussed below. On July 18, 2017, the Minister of Finance (Canada) released a consultation paper that included an announcement of the Government’s intention to amend the Tax Act to increase the amount of tax applicable to passive investment income earned through a private corporation. No specific amendments to the Tax Act were proposed in connection with this announcement. Holders that are private Canadian corporations should consult their own tax advisors.

This summary is of a general nature only and is not and should not be construed as legal or tax advice to any particular person (including a Holder as defined above). Each person who may be affected by the Arrangement should consult the person’s own tax advisors with respect to the person’s particular circumstances.

HOLDERS RESIDENT IN CANADA

This portion of this summary applies only to Holders who are or are deemed to be resident solely in Canada for the purposes of the Tax Act and any applicable income tax treaty or convention (each, a “**Resident Holder**”).

A Resident Holder whose Shares, Class A Shares or New Centurion Shares might not otherwise qualify as capital property may be entitled to make an irrevocable election permitted by subsection 39(4) of the Tax Act to deem such shares, and every other “Canadian security” (as defined in the Tax Act), held by such person, in the taxation year of the election and each subsequent taxation year to be capital property. This election does not apply to SpinCo Shares until such time that SpinCo is a public company. Resident Holders should consult their own tax advisors regarding this election.

Exchange of Shares for New Centurion Shares and SpinCo Shares

A Resident Holder who exchanges Shares for New Centurion Shares and SpinCo Shares pursuant to the Arrangement (the “**Share Exchange**”) will be deemed to have received a taxable dividend equal to the amount, if any, by which the fair market value of the SpinCo Shares distributed to the Resident Holder pursuant to the Share Exchange at the time of the Share Exchange exceeds the “paid-up capital” (as defined in the Tax Act) (“**PUC**”) of the Resident Holder’s Shares determined at

that time. Any such taxable dividend will be taxable as described below under *“Holders Resident in Canada – Taxation of Dividends – Shares, New Centurion Shares and SpinCo Shares”*. However, the Company expects that the fair market value of all SpinCo Shares distributed pursuant to the Share Exchange under the Arrangement will not exceed the PUC of the Shares. Accordingly, the Company does not expect that any Resident Holder will be deemed to receive a taxable dividend on the Share Exchange.

A Resident Holder who exchanges Shares for New Centurion Shares and SpinCo Shares on the Share Exchange will realize a capital gain equal to the amount, if any, by which the fair market value of those SpinCo Shares at the effective time of the Share Exchange, less the amount of any taxable dividend deemed to be received by the Resident Holder as described in the preceding paragraph, exceeds the “adjusted cost base” (as defined in the Tax Act) (“**ACB**”) of the Resident Holder’s Shares determined immediately before the Share Exchange. Any capital gain so realized will be taxable as described below under *“Holders Resident in Canada – Taxation of Capital Gains and Losses”*.

The Resident Holder will acquire the SpinCo Shares received on the Share Exchange at a cost equal to their fair market value as at the effective time of the Share Exchange, and the New Centurion Shares received on the Share Exchange at a cost equal to the amount, if any, by which the ACB of the Resident Holder’s Shares immediately before the Share Exchange exceeds the fair market value of the SpinCo Shares as at the effective time of the Share Exchange.

Disposition of New Centurion Shares or SpinCo Shares after the Arrangement

A Resident Holder who disposes or is deemed to dispose of a New Centurion Share or SpinCo Share generally will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition therefor are greater (or less) than the ACB of the share to the Resident Holder, less reasonable costs of disposition. Any such capital gain or capital loss will be subject to the treatment generally described below under *“Holders Resident in Canada – Taxation of Capital Gains and Capital Losses”*.

Taxation of Dividends – Shares, New Centurion Shares and SpinCo Shares

A Resident Holder who is an individual (other than certain trusts) and receives or is deemed to receive a taxable dividend in a taxation year on the Holder’s Shares, New Centurion Shares or SpinCo Shares will be required to include the amount of the dividend in income for the year, subject to the dividend gross-up and tax credit rules applicable to taxable dividends received by a Canadian resident individual from a taxable Canadian corporation, including the enhanced dividend gross-up and tax credit that may be applicable if and to the extent that the Company designates the taxable dividend to be an “eligible dividend” in accordance with the Tax Act. The Company has made no commitments in this regard. Dividends received by an individual may also give rise to minimum tax.

A Resident Holder that is a corporation and receives or is deemed to receive a taxable dividend in a taxation year on its Shares, New Centurion Shares or SpinCo Shares must include the amount in its income for the year, but generally will be entitled to deduct an equivalent amount from its taxable income, subject to all restrictions under the Tax Act and the Proposed Amendments. A Resident

Holder that is a “private corporation” or a “subject corporation” (as defined in the Tax Act) may also be liable under Part IV of the Tax Act to pay a special tax (refundable in certain circumstances) on any such dividends to the extent that the dividend is deductible in computing the corporation’s taxable income.

Taxation of Capital Gains and Capital Losses

A Resident Holder who realizes a capital gain or capital loss in a taxation year on the actual or deemed disposition of a share, including a Share, New Centurion Share or SpinCo Share, generally will be required to include one half of any such capital gain (a “**taxable capital gain**”) in income for the year, and entitled to deduct one half of any such capital loss (an “**allowable capital loss**”) against taxable capital gains realized in the year and, to the extent not so deductible, in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances specified in the Tax Act.

The amount of any capital loss realized by a Resident Holder that is a corporation may be reduced by the amount of dividends received or deemed to have been received by it on the share (or on a share substituted therefor) to the extent and in the circumstances described in the Tax Act. Similar rules may apply where the corporation is a member or beneficiary of a partnership or trust that held the share, or where a partnership or trust of which the corporation is a member or beneficiary is itself a member of a partnership or a beneficiary of a trust that held the share. Affected Resident Holders should consult their own tax advisors in this regard.

A Resident Holder that is a “Canadian controlled private corporation” (as defined in the Tax Act) throughout the relevant taxation year may be liable to pay an additional tax (refundable in certain circumstances) on its “aggregate investment income”, which includes taxable capital gains, for the year.

Minimum Tax on Individuals

A Resident Holder who is an individual (including certain trusts) and receives a taxable dividend on, or realizes a capital gain on the disposition of, a share, including a Share, New Centurion Share or SpinCo Share, may thereby be liable for minimum tax to the extent and within the circumstances set out in the Tax Act.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a “**Dissenting Resident Holder**”) and who consequently transfers or is deemed to transfer Shares to the Company for payment by the Company will be deemed to receive a taxable dividend in the taxation year of payment equal to the amount, if any, by which the payment (excluding interest) exceeds the PUC of the Dissenting Resident Holder’s Shares determined immediately before the Arrangement. Any such taxable dividend will be taxable as described above under “*Holders Resident in Canada – Taxation of Dividends – Shares, New Centurion Shares and SpinCo Shares*”. The Dissenting Resident Holder will

also realize a capital gain (or capital loss) equal to the amount, if any, by which the payment (excluding interest), less any such deemed taxable dividend, exceeds (is exceeded by) the ACB of the Dissenting Resident Holder's Shares determined immediately before the Arrangement. Any such capital gain or loss will generally be taxable or deductible as described above under *"Holders Resident in Canada – Taxation of Capital Gains and Capital Losses"*.

The Dissenting Resident Holder will be required to include any portion of the payment that is on account of interest in income in the year received.

Eligibility for Investment – New Centurion Shares and SpinCo Shares

A New Centurion Share will be a "qualified investment" for a trust governed by a RRSP, RRIF, a deferred profit sharing plan, a registered education savings plan, a registered disability savings plan or a TFSA as those terms are defined in the Tax Act (collectively, **"Registered Plans"**) at any time at which the New Centurion Shares are listed on a "designated stock exchange" as defined in the Tax Act (which includes the TSXV and the CSE), or the Company is a "public corporation" as defined in the Tax Act.

A SpinCo Share will be a qualified investment for a Registered Plan at any time at which the SpinCo Shares are listed on a "designated stock exchange" (which includes the TSXV and the CSE) as defined in the Tax Act. **There can be no assurance as to if, or when, the SpinCo Shares will be listed or traded on any stock exchange. Should the SpinCo Shares be distributed to or otherwise acquired by a Registered Plan other than as "qualified investments", adverse tax consequences not described in this summary should be expected to arise for the Registered Plan and the annuitant thereunder. Resident Holders that hold Shares and will or may hold SpinCo Shares within a Registered Plan should consult with their own tax advisors in this regard.**

Notwithstanding that the New Centurion Shares and/or SpinCo Shares may be qualified investments at a particular time, the holder of a TFSA or the annuitant of a RRSP or RRIF will be subject to a penalty tax in respect of a New Centurion Share or a SpinCo Share held in the TFSA, RRSP or RRIF, as applicable, if the share is a "prohibited investment" under the Tax Act. A New Centurion Share or a SpinCo Share generally will not be a prohibited investment for a TFSA, RRSP or RRIF of a holder or annuitant thereof, as applicable, provided that (i) the holder or annuitant of the account does not have a "significant interest" within the meaning of the Tax Act in the Company or SpinCo, as applicable, and (ii) the Company or SpinCo, as applicable, deals at arm's length with the holder or annuitant for the purposes of the Tax Act. Pursuant to Proposed Amendments released on March 22, 2017, the rules with respect to "prohibited investments" are also proposed to apply to (i) registered education savings plans and subscribers thereof, and (ii) registered disability savings plans and holders thereof. **Shareholders should consult their own tax advisors to ensure that the New Centurion Shares and SpinCo Shares would not be a prohibited investment for a trust governed by a TFSA, RRSP or RRIF in their particular circumstances.**

HOLDERS NOT RESIDENT IN CANADA

This portion of this summary applies only to Holders each of whom at all material times for the purposes of the Tax Act (i) has not been and is not resident or deemed to be resident in Canada for

purposes of the Tax Act, and does not and will not use or hold Shares, New Centurion Shares, or SpinCo Shares in connection with carrying on a business in Canada (each, a “**Non-resident Holder**”).

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada and elsewhere, or an “authorized foreign bank” as defined in the Tax Act. Such Non-resident Holders should consult their own tax advisers with respect to the Arrangement.

Exchange of Shares for New Centurion Shares and SpinCo Shares

The discussion of the tax consequences of the Share Exchange for Resident Holders under the heading “*Exchange of Shares for New Centurion Shares and SpinCo Shares*” generally will also apply to Non-resident Holders in respect of the Share Exchange. The general taxation rules applicable to Non-resident Holders in respect of a deemed taxable dividend or capital gain arising on the Share Exchange are discussed below under the headings “*Holders Not Resident in Canada – Taxation of Dividends – Shares, New Centurion Shares, and SpinCo Shares*” and “*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*” respectively.

Taxation of Dividends – Shares, New Centurion Shares and SpinCo Shares

A Non-resident Holder to whom the Company pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Arrangement (if at all), or otherwise in respect of the Holder’s Shares or New Centurion Shares will be subject to Canadian withholding tax equal to 25% (or such lower rate as may be available under an applicable income tax convention, if any) of the gross amount of the dividend.

A Non-resident Holder to whom SpinCo pays or credits (or is deemed to pay or credit) an amount as a dividend in respect of the Holder’s SpinCo Shares will be subject to Canadian withholding tax equal to 25% (or such lower rate as may be available under an applicable income tax convention, if any) of the gross amount of the dividend.

Taxation of Capital Gains and Capital Losses

A Non-resident Holder will not be subject to Canadian federal income tax in respect of any capital gain arising on an actual or deemed disposition of a Share, New Centurion Share or SpinCo Share unless, at the time of disposition, the share is “taxable Canadian property” as defined in the Tax Act, and is not “treaty-protected property” as so defined.

Generally, a Share, New Centurion Share, or SpinCo Share, as applicable, of the Non-resident Holder will not be taxable Canadian property of the Holder at any time at which the share is listed on a “designated stock exchange” as defined in the Tax Act (which includes the TSXV and the CSE) unless, at any time during the 60 months immediately preceding the disposition of the share, the Non-resident Holder, one or more persons with whom the Non-resident Holder did not deal at arm’s length, partnerships in which the Non-resident Holder or persons with whom the Non-resident Holder did not deal at arm’s length held membership interests (directly or indirectly), or any

combination of the foregoing, owned 25% or more of the issued shares of any class of the capital stock of the Company or SpinCo, as applicable, and the share derived more than 50% of its fair market value directly or indirectly from, or from any combination of, real property situated in Canada, "Canadian resource properties", "timber resource properties" (as those terms are defined in the Tax Act), and interest, rights or options in or in respect of any of the foregoing.

It is expected that the SpinCo Shares will be considered "taxable Canadian property" immediately after the Arrangement and until such time as the shares are listed on a "designated stock exchange".

Shares may also be deemed to be "taxable Canadian property" under other provisions of the Tax Act.

A Non-resident Holder who disposes or is deemed to dispose of a Share, New Centurion Share or SpinCo Share that, at the time of disposition, is taxable Canadian property and is not treaty-protected property will realize a capital gain (or capital loss) equal to the amount, if any, by which the Holder's proceeds of disposition of the share exceeds (or is exceeded by) the Non-resident Holder's ACB in the share and reasonable costs of disposition. The Non-resident Holder generally will be required to include one half of any such capital gain (taxable capital gain) in the Holder's taxable income earned in Canada for the year of disposition, and be entitled to deduct one half of any such capital loss (allowable capital loss) against taxable capital gains included in the Holder's taxable income earned in Canada for the year of disposition and, to the extent not so deductible, against such taxable capital gains realized in any of the three preceding taxation years or any subsequent taxation year, to the extent and in the circumstances set out in the Tax Act.

Non-resident Holders who may hold shares as "taxable Canadian property" should consult their own tax advisors in this regard.

Dissenting Non-Resident Holders

The discussion above applicable to Resident Holders under the heading "*Holders Resident in Canada - Dissenting Resident Holders*" will generally also apply to a Non-resident Holder who validly exercises Dissent Rights in respect of the Arrangement. In general terms, the Non-resident Holder will be subject to Canadian federal income tax in respect of any deemed taxable dividend arising as a consequence of the exercise of Dissent Rights generally as discussed above under the heading "*Holders Not Resident in Canada – Taxation of Dividends – Shares, New Centurion Shares and SpinCo Shares*" and subject to the Canadian federal income tax treatment in respect of any capital gain or loss arising as a consequence of the exercise of Dissent Rights generally as discussed above under the heading "*Holders Not Resident in Canada – Taxation of Capital Gains and Capital Losses*".

INFORMATION CONCERNING SPINCO FOLLOWING THE ARRANGEMENT

SpinCo (1364565 B.C. LTD.) was incorporated pursuant to the BCBCA on May 26, 2022 for the purposes of the Arrangement. SpinCo is currently a private company and a wholly-owned subsidiary of the Company, with its registered & records office and head office located at 595 Howe St 10th floor, Vancouver, BC V6C 2T5. Disclosure relating to SpinCo following the Arrangement is set out in Schedule "H" hereto. Audited financial statements of SpinCo for the period from incorporation to May 31, 2022 are attached to Schedule "H" as Appendix "A".

TRANSFER AGENT AND REGISTRAR

The Company's registrar and transfer agent is Endeavor Trust Corporation, Suite 702, 777 Hornby Street, Vancouver, BC, V6Z 1S4.

SpinCo's registrar and transfer agent is Endeavor Trust Corporation, Suite 702, 777 Hornby Street, Vancouver, BC, V6Z 1S4.

LEGAL PROCEEDINGS

There are no pending legal proceedings to which the Company or SpinCo is or is likely to be a party or of which any of its properties are, or to the best of knowledge of management of the Company or SpinCo are likely to be subject.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Shareholders may contact the Company at (604) 484-2161 to request copies of the Company's financial statements and MD&A.

Financial information is provided in the Company's comparative audited financial statements and MD&A for its financial year ended July 31, 2021 which are filed on SEDAR.

Additional information relating to the indebtedness of directors and executive officers, the governance of the Company by the board of directors and fees paid to the auditor can be found in the Company's prior Management Information Circular dated June 16, 2021 and filed June 24, 2021 under the Company's profile on SEDAR at www.sedar.com

OTHER MATTERS

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

DIRECTORS' APPROVAL

DATED at Vancouver, British Columbia this 29th day of June, 2022.

APPROVED BY THE BOARD OF DIRECTORS

"David Tafel"

David Tafel

Chief Executive Officer and Director

SCHEDULE A

ARRANGEMENT RESOLUTION

Capitalized words used in this Schedule "A" and not otherwise defined shall have the meaning ascribed to such terms in the Circular.

Arrangement Resolution:

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (the "**Arrangement**") under Section 288 of the British Columbia Business Corporations Act involving Centurion Minerals Ltd. ("**Centurion**"), all as more particularly described and set forth in the management information circular (the "**Circular**") of Centurion dated June 29, 2022, accompanying the notice of this meeting (as the Arrangement may be, or may have been, modified or amended), is hereby authorized, approved and adopted.
2. The plan of arrangement, as it may be or has been amended (the "**Plan of Arrangement**"), involving Centurion and implementing the Arrangement, the full text of which is set out in Schedule B to the Circular, is hereby authorized, approved and adopted.
3. The amended and restated arrangement agreement dated June 29, 2022, amending and restating the arrangement agreement dated June 1, 2022, between Centurion and 1364565 B.C. LTD. (the "**Arrangement Agreement**") and all the transactions contemplated therein, the actions of the directors of Centurion in approving the Arrangement and any amendments thereto and the actions of the directors and officers of Centurion in executing and delivering the Arrangement Agreement and any amendments thereto are hereby confirmed, ratified, authorized and approved.
4. Notwithstanding that these resolutions have been passed (and the Arrangement adopted) or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of Centurion are hereby authorized and empowered, without further notice to, or approval of, any securityholders of Centurion:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
5. Any one or more directors or officers of Centurion is hereby authorized, for and on behalf and in the name of Centurion, to execute and deliver, whether under corporate seal of Centurion or not, all such agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

- (a) all actions required to be taken by or on behalf of Centurion, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities;
- (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by Centurion; and
- (c) such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.”

SCHEDULE B

PLAN OF ARRANGEMENT

See attached.

EXHIBIT A

TO THE ARRANGEMENT AGREEMENT DATED AS OF JUNE 1st, 2022 BETWEEN CENTURION MINERALS LTD. AND 1364565 B.C. LTD.

PLAN OF ARRANGEMENT UNDER PART 9, DIVISION 5 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Article 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms will have the following meanings:

- (a) **“Arrangement”** means the arrangement pursuant to the Arrangement Provisions on the terms and conditions set out herein;
- (b) **“Arrangement Agreement”** means the amended and restated arrangement agreement dated June 29, 2022, amending and restating the arrangement agreement dated as of June 1, 2022 between Centurion and SpinCo, as may be supplemented or amended from time to time;
- (c) **“Arrangement Provisions”** means Part 9, Division 5 of the BCBCA;
- (d) **“BCBCA”** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
- (e) **“Board of Directors”** means the current and existing board of directors of Centurion;
- (f) **“Business Day”** means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (g) **“Centurion”** means Centurion Minerals Ltd., a corporation incorporated under the BCBCA;
- (h) **“Centurion Class A Shares”** means the renamed and redesignated Centurion Shares as described in Section 3.1(c) of this Plan of Arrangement;
- (i) **“Centurion Meeting”** means the annual and special meeting of the Centurion Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (j) **“Centurion Options”** means share purchase options issued pursuant to the Centurion Stock Option Plan which are outstanding immediately prior to the Effective Time on the Effective Date;

- (k) **"Centurion Shareholders"** means holders of Centurion Shares;
- (l) **"Centurion Shares"** means the voting common shares without par value which Centurion is authorized to issue as the same are constituted on the date hereof;
- (m) **"Centurion Stock Option Plan"** means the existing stock option plan of Centurion as updated and amended from time to time;
- (n) **"Centurion Warrants"** means warrants to purchase Centurion Shares which are outstanding immediately prior to the Effective Time on the Effective Date;
- (o) **"Court"** means the Supreme Court of British Columbia;
- (p) **"Current Exercise Price"** means the exercise price per share of a Centurion Option or an Centurion Warrant, as applicable, immediately prior to the Effective Time on the Effective Date;
- (q) **"Depository"** means Computershare Investor Services Inc., or such other depository as Centurion may determine;
- (r) **"Dissent Procedures"** means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of this Plan of Arrangement;
- (s) **"Dissent Rights"** means the rights of dissent granted in favour of registered holders of Centurion Shares in accordance with Article 5 of this Plan of Arrangement;
- (t) **"Dissent Share"** has the meaning given in Section 3.1(a) of this Plan of Arrangement;
- (u) **"Dissenting Shareholder"** means a registered holder of Centurion Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (v) **"Effective Date"** means the date that the Arrangement becomes effective under the BCBCA, or such other date as the directors of Centurion may determine, in their discretion with regards to each Party to the Arrangement;
- (w) **"Effective Time"** means 12:01 a.m. on the Effective Date or such other time on the Effective Date as agreed to in writing by the Parties;
- (x) **"Final Order"** means the final order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption with respect to the issuance of the New Centurion Shares and SpinCo Shares pursuant to the Arrangement, approving the Arrangement;
- (y) **"Interim Order"** means the interim order of the Court, , after being informed of the intention to rely upon the Section 3(a)(10) Exemption with respect to the issuance of the New Centurion Shares and SpinCo Shares pursuant to the Arrangement, providing

advice and directions in connection with the Centurion Meeting and the Arrangement;

- (z) **"Letter of Transmittal"** means the letter of transmittal in respect of the Arrangement to be sent to Centurion Shareholders together with the Information Circular;
- (aa) **"New Centurion Shares"** means a new class of voting common shares without par value which Centurion will create and issue as described in Section 3.1(c) of this Plan of Arrangement and for which the Centurion Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Centurion Shares;
- (bb) **"Plan of Arrangement"** means this plan of arrangement, as the same may be amended from time to time;
- (cc) **"Registrar"** means the Registrar of Companies under the BCBCA;
- (dd) **"Section 3(a)(10) Exemption"** means means the exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof;
- (ee) **"Share Distribution Record Date"** means the close of business on the last trading day on the TSXV immediately prior to the Effective Date, which Share Distribution Record Date is currently expected to be on or about August 17, 2022, or such other date as the Board of Directors may select;
- (ff) **"SpinCo Shares"** means the common shares without par value in the authorized share capital of SpinCo, as constituted on the date of this Agreement;
- (gg) **"SpinCo"** means 1364565 B.C. LTD., a corporation incorporated under the BCBCA;
- (hh) **"SpinCo Shareholder"** means a holder of SpinCo Shares;
- (ii) **"Tax Act"** means the Income Tax Act (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;
- (jj) **"Transfer Agent"** means Computershare Investor Services Inc. at its principal office in Vancouver, British Columbia;
- (kk) **"TSXV"** means the TSX Venture Exchange Inc.; and
- (ll) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.2 Interpretation Not Affected by Headings. The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation

of this Plan of Arrangement. Unless otherwise specifically indicated, the terms “this Plan of Arrangement”, “hereof”, “hereunder” and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender. Unless the context otherwise requires, words importing the singular number only will include the plural and vice versa, words importing the use of either gender will include both genders and neuter and words importing persons will include firms and corporations.

1.4 Meaning. Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA, unless the context otherwise requires.

1.5 Date for any Action. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action will be required to be taken on the next succeeding Business Day.

1.6 Governing Law. This Plan of Arrangement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Article 2 ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 Arrangement Effectiveness. The Arrangement and this Plan of Arrangement will become final and conclusively binding on Centurion, the Centurion Shareholders (including Dissenting Shareholders) and the SpinCo Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

Article 3 THE ARRANGEMENT

3.1 The Arrangement. Commencing at the Effective Time, the following will occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Centurion, or SpinCo, but subject to the provisions of Article 5:

- (a) each Centurion Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a “**Dissent Share**”) will be directly transferred and assigned by such Dissenting Shareholder to Centurion, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Centurion Shareholders other than the right to be paid the fair value for their Centurion Shares by Centurion;

- (b) Centurion will transfer all cannabis related agreements and specific liabilities incurred in the pursuit of the cannabis strategy as more particularly set forth in Exhibit B hereto (collectively, the “**Cannabis Assets**”), to SpinCo in consideration for such number of SpinCo Shares equal to the number of Centurion Shares outstanding;
- (c) the authorized share structure of Centurion will be altered by:
 - (i) renaming and redesignating all of the issued and unissued Centurion Shares as “Class A common shares without par value” and varying the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the “Centurion Class A Shares”; and
 - (ii) creating a new class consisting of an unlimited number of “common shares without par value” with terms and special rights and restrictions identical to those of the Centurion Shares immediately prior to the Effective Time, being the “New Centurion Shares”;
- (d) Centurion’s Notice of Articles will be amended to reflect the alterations in Section 3.1(c);
- (e) each issued and outstanding Centurion Class A Share outstanding on the Share Distribution Record Date (excluding the Dissent Shares) will be exchanged for:
 - (i) one New Centurion Share; and
 - (ii) one SpinCo Share,and the holders of the Centurion Class A Shares will be removed from the central securities register of Centurion as the holders of such and will be added to the central securities register of Centurion as the holders of the number of New Centurion Shares that they have received on the exchange set forth in this Section 3.1(e), and the SpinCo Shares transferred to the then holders of the Centurion Class A Shares will be registered in the name of the former holders of the Centurion Class A Shares and Centurion will provide SpinCo, and its registrar and transfer agents, notice to make the appropriate entries in the their respective central securities registers;
- (f) all of the issued Centurion Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Centurion, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Centurion Shares will be equal to that of the Centurion Shares immediately prior to the Effective Time less the fair market value of the SpinCo Shares distributed pursuant to Section 3.1(e);
- (g) the Centurion Class A Shares, none of which will be issued or outstanding once the steps in Section 3.1(a) to Section 3.1(g) are completed, will be cancelled and the

authorized share structure of Centurion will be changed by eliminating the Centurion Class A Shares;

- (h) the Notice of Articles of Centurion will be amended to reflect the alterations in Section 3.1(g);
- (i) the Centurion Options will be adjusted as follows:
 - (i) in lieu of the Centurion Shares acquirable upon exercise of each Centurion Option, the number of New Centurion Shares acquirable upon exercise of each Centurion Option will be increased to equal the product of the number of New Centurion Shares acquirable upon exercise of the Centurion Option immediately prior to the Effective Time on the Effective Date multiplied by a fraction (x) the numerator of which will be the Current Exercise Price of such Centurion Option and (y) the denominator of which shall be such Current Exercise Price of such Centurion Option minus the amount allocable to one New Centurion Share of the aggregate fair market value of SpinCo at the Effective Date as determined in good faith by the board of directors of Centurion; and
 - (ii) the exercise price per share of each Centurion Option will be reduced to equal the number obtained by dividing (x) the Current Exercise Price of the Centurion Option multiplied by the number of Centurion Shares acquirable upon exercise of the Centurion Option immediately prior to the adjustment pursuant to this subsection by (y) the number of New Centurion Shares acquirable upon exercise of the Centurion Option immediately after such adjustment.

The term to expiry, conditions to and manner of exercising, vesting schedule, adjustment provisions, status under applicable laws and all other terms and conditions of the Centurion Options will be unchanged;

- (j) the Centurion Warrants will be adjusted as follows:
 - (i) in lieu of the Centurion Shares acquirable upon exercise of each Centurion Warrant, the number of New Centurion Shares acquirable upon exercise of each Centurion Warrant will be increased to equal the product of the number of New Centurion Shares acquirable upon exercise of the Centurion Warrant immediately prior to the Effective Time on the Effective Date multiplied by a fraction (x) the numerator of which will be the Current Exercise Price of such Centurion Warrant and (y) the denominator of which shall be such Current Exercise Price of such Centurion Warrant minus the amount allocable to one New Centurion Share of the aggregate fair market value of SpinCo at the Effective Date as determined in good faith by the board of directors of Centurion; and

- (ii) the exercise price per share of each Centurion Warrant will be reduced to equal the number obtained by dividing (x) the Current Exercise Price of the Centurion Warrant multiplied by the number of New Centurion Shares acquirable upon exercise of the Centurion Warrant immediately prior to the adjustment pursuant to this subsection by (y) the number of New Centurion Shares acquirable upon exercise of the Centurion Warrant immediately after such adjustment.

The term to expiry, conditions to and manner of exercising, adjustment provisions, status under applicable laws and all other terms and conditions of the Centurion Warrants will be unchanged;

- (k) upon completion of the determination of the adjustments to the Centurion Options in Section 3.1(i) above and the Centurion Warrants in Section 3.1(j) above, the number of New Centurion Shares acquirable upon exercise of each Centurion Option or Centurion Warrant, as applicable, will be rounded to the nearest whole number of New Centurion Shares; and
- (l) the foregoing matters will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto may not be completed until after the Effective Date.

3.2 U.S. Securities Law. Notwithstanding any provision herein to the contrary, Centurion agrees that the Plan of Arrangement will be carried out with the intention that the New Centurion Shares and SpinCo Shares to be issued in connection with the Arrangement to Centurion Shareholders in the United States shall be exempt from registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption thereunder, and the New Centurion Shares and SpinCo Shares to be distributed in the United States pursuant to the Arrangement shall not be subject to resale restrictions in the United States under the U.S. Securities Act (other than as may be prescribed by Rule 144 under the U.S. Securities Act).

3.3 No Fractional Shares. Notwithstanding any other provision of this Arrangement, while each Centurion Shareholder's fractional shares will be combined, no fractional Centurion Class A Shares or SpinCo Shares will be distributed to the Centurion Shareholders, and, as a result, all fractional amounts arising under this Plan of Arrangement will be rounded down to the next whole number without any compensation therefor. Any Centurion Class A Shares or SpinCo Shares not distributed as a result of so rounding down will be cancelled by Centurion or SpinCo, as applicable.

3.4 Share Distribution Record Date. In Section 3.1(e) the reference to a holder of Centurion Class A Shares will mean a person who is a Centurion Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.5 Deemed Fully Paid and Non-Assessable Shares. All New Centurion Shares, Centurion Class A Shares and SpinCo Shares issued pursuant hereto will be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.6 Supplementary Actions. Notwithstanding that the transactions and events set out in Section 3.1 will occur and will be deemed to occur in the chronological order therein set out without any act or formality, each of Centurion and SpinCo will be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 Withholding. Each of Centurion, SpinCo and the Depositary will be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Centurion Shares or SpinCo Shares made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Centurion Shares or SpinCo Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance will be paid to the person forthwith.

3.8 No Liens. Any exchange or transfer of securities pursuant to this Plan of Arrangement will be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

Article 4

CERTIFICATES

4.1 Centurion Class A Shares. Recognizing that the Centurion Shares will be renamed and redesignated as Centurion Class A Shares pursuant to Section 3.1(c) and that the Centurion Class A Shares will be exchanged partially for New Centurion Shares pursuant to Section 3.1(e), Centurion will not issue replacement share certificates representing the Centurion Class A Shares.

4.2 SpinCo Share Certificates. As soon as practicable following the Effective Date, SpinCo will deliver or cause to be delivered to the Depositary certificates representing the SpinCo Shares required to be issued to registered holders of Centurion Shares as at immediately prior to the Effective Time in accordance with the provisions of Section 3.1(e) of this Plan of Arrangement, which certificates will be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of Section 6.1.

4.3 New Centurion Share Certificates. As soon as practicable following the Effective Date, Centurion will deliver or cause to be delivered to the Depositary certificates representing the New Centurion Shares required to be issued to registered holders of Centurion Shares as at immediately prior to the Effective Time in accordance with the provisions of Section 3.1(e) this Plan of Arrangement, which certificates will be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of Section 6.1.

4.4 Interim Period. Any Centurion Shares traded after the Share Distribution Record Date will represent New Centurion Shares as of the Effective Date and will not carry any rights to receive SpinCo Shares.

Article 5 RIGHTS OF DISSENT

5.1 Dissent Right. Registered holders of Centurion Shares may exercise Dissent Rights with respect to their Centurion Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Centurion at least two Business Days before the day of the Meeting or any adjournment or postponement thereof.

5.2 Dealing with Dissenting Shares. Centurion Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares will be deemed to have transferred their Dissenting Shares to Centurion for cancellation as of the Effective Time pursuant to Section 3.1(a); or
- (b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Centurion Shareholder and will receive New Centurion Shares and SpinCo Shares on the same basis as every other non-dissenting Centurion Shareholder;

but in no case will Centurion be required to recognize such persons as holding Centurion Shares on or after the Effective Date.

5.3 Reservation of SpinCo Shares. If a Centurion Shareholder exercises Dissent Rights, Centurion will, on the Effective Date, set aside and not distribute that portion of the SpinCo Shares which is attributable to the Centurion Shares for which Dissent Rights have been exercised. If the dissenting Centurion Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Centurion will distribute to such Centurion Shareholder his, her or its pro rata portion of the SpinCo Shares. If a Centurion Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Centurion will retain the portion of the SpinCo Shares attributable to such Centurion Shareholder and such shares will be dealt with as determined by the Board of Directors of Centurion in its discretion.

Article 6 DELIVERY OF SHARES

6.1 Delivery of Shares.

- (a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Centurion Shares, together with a duly completed and executed Letter of Transmittal and such

additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder following the Effective Time, a certificate representing the New Centurion Shares and certificates representing the SpinCo Shares that such holder is entitled to receive in accordance with Section 3.1(e).

- (b) After the Effective Time and until surrendered for cancellation as contemplated by Section 6.1(a), each certificate that immediately prior to the Effective time represented one or more Centurion Shares will be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Centurion Shares and certificates representing the SpinCo Shares that such holder is entitled to receive in accordance with Section 3.1(e).

6.2 Lost Certificates. If any certificate that immediately prior to the Effective Time represented one or more outstanding Centurion Shares that were exchanged for New Centurion Shares and SpinCo Shares in accordance with Section 3.1(e), will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the New Centurion Shares and SpinCo Shares that such holder is entitled to receive in accordance with Section 3.1(e). When authorizing such delivery of New Centurion Shares and SpinCo Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered will, as a condition precedent to the delivery of such New Centurion Shares and SpinCo Shares or give a bond satisfactory to Centurion, SpinCo and the Depositary in such amount as Centurion, SpinCo and the Depositary may direct, or otherwise indemnify Centurion, SpinCo and the Depositary in a manner satisfactory to Centurion, SpinCo and the Depositary, against any claim that may be made against Centurion, SpinCo or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and will otherwise take such actions as may be required by the articles of Centurion.

6.3 Distributions with Respect to Unsurrendered Certificates. No dividend or other distribution declared or made after the Effective Time with respect to New Centurion Shares or SpinCo Shares with a record date after the Effective Time will be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Centurion Shares unless and until the holder of such certificate will have complied with the provisions of Section 6.1 or Section 6.2, as applicable. Subject to applicable law and to Section 3.7, at the time of such compliance, there will, in addition to the delivery of the New Centurion Shares and SpinCo Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Centurion Shares and/or SpinCo Shares, as applicable.

6.4 Limitation and Proscription. To the extent that a former Centurion Shareholder will not have complied with the provisions of Section 6.1 or Section 6.2, as applicable, on or before the date that is six years after the Effective Date (the “**Final Proscription Date**”), then the New Centurion Shares and SpinCo Shares that such former Centurion Shareholder was entitled to receive will be automatically cancelled without any repayment of capital in respect thereof and the New Centurion Shares and SpinCo Shares to which such Centurion Shareholder was entitled, will be delivered to

SpinCo (in the case of the SpinCo Shares) or Centurion (in the case of the New Centurion Shares) by the Depositary and certificates representing such New Centurion Shares and SpinCo Shares will be cancelled by Centurion or SpinCo, as applicable, and the interest of the former Centurion Shareholder in such New Centurion Shares and SpinCo Shares or to which it was entitled will be terminated as of such Final Proscription Date.

6.5 Paramountcy. From and after the Effective Time: (i) this Plan of Arrangement will take precedence and priority over any and all Centurion Shares, Centurion Warrants, or Centurion Options issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Centurion Shares and of Centurion, SpinCo, the Depositary and any transfer agent or other depositary therefor, will be solely as provided for in this Plan of Arrangement.

Article 7

AMENDMENTS & WITHDRAWAL

7.1 Amendments. Centurion, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Meeting, approved by the Court.

7.2 Amendments Made Prior to or at the Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Centurion at any time prior to or at the Meeting with or without any prior notice or communication, and if so proposed and accepted by the Centurion Shareholders voting at the Meeting, will become part of this Plan of Arrangement for all purposes.

7.3 Amendments Made After the Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Centurion after the Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Meeting will be effective and will become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Centurion, provided that it concerns a matter which, in the reasonable opinion of Centurion, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Centurion Shares or SpinCo Shares.

7.4 Withdrawal. Notwithstanding any prior approvals by the Court or by Centurion Shareholders, the Board of Directors may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Centurion Shareholders.

SCHEDULE C

ARRANGEMENT AGREEMENT

See attached.

AMENDED AND RESTATED ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of June 29th, 2022.

BETWEEN:

CENTURION MINERALS LTD., a corporation existing under the *Business Corporations Act* (British Columbia)

(**"Centurion"**)

AND:

1364565 B.C. LTD., a corporation incorporated under the *Business Corporations Act* (British Columbia)

(**"SpinCo"**)

(collectively, the **"Parties"**)

WHEREAS:

- A. Centurion is the registered and beneficial owner of all of the issued and outstanding SpinCo Shares;
- B. The Parties wish to proceed with a corporate restructuring by way of a statutory arrangement under the BCBCA, pursuant to which the Parties will participate in a series of transactions whereby, among other things, Centurion will distribute the SpinCo Shares such that the holders of Centurion Shares (other than Dissenting Shareholders) will become holders of SpinCo, and Centurion will cease to hold any SpinCo Shares;
- C. Centurion proposes to convene a meeting of the Centurion Shareholders to consider the Arrangement pursuant to Part 9, Division 5 of the BCBCA, on the terms and conditions set forth in the Plan of Arrangement attached as Exhibit A hereto;
- D. The Parties entered into an arrangement agreement dated June 1, 2022 (the **"Prior Agreement"**);
- E. The Parties wish to amend and restate the Prior Agreement to correctly reflect the liabilities being assumed by SpinCo in connection with the Arrangement; and
- F. Each of the Parties to this Agreement has agreed to participate in and support the Arrangement.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant

and agree as follows:

Article 1
DEFINITIONS, INTERPRETATION AND EXHIBIT

1.1 Definitions. In this Agreement including the Recitals, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms will have the following meanings:

- (a) **"Agreement"** means this amended and restated arrangement agreement, amending and restating the Prior Agreement, including the exhibits attached hereto as the same may be supplemented or amended from time to time;
- (b) **"Arrangement"** means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of this Agreement and the Plan of Arrangement;
- (c) **"Arrangement Provisions"** means Part 9, Division 5 of the BCBCA;
- (d) **"Arrangement Resolution"** means the special resolution of the Centurion Shareholders to approve the Arrangement, as required by the Interim Order and the BCBCA;
- (e) **"BCBCA"** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
- (f) **"Board of Directors"** means the current and existing board of directors of Centurion;
- (g) **"Business Day"** means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (h) **"Centurion Class A Shares"** means the renamed and redesignated Centurion Shares as described in Section 3.1(c) of the Plan of Arrangement;
- (i) **"Centurion Options"** means share purchase options issued pursuant to the Centurion Stock Option Plan which are outstanding immediately prior to the Effective Time on the Effective Date;
- (j) **"Centurion Meeting"** means the annual and special meeting of the Centurion Shareholders and any adjournment(s) or postponement(s) thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (k) **"Centurion Shareholder"** means a holder of Centurion Shares;
- (l) **"Centurion Shares"** means the common shares without par value which Centurion is authorized to issue as the same are constituted on the date hereof;
- (m) **"Centurion Stock Option Plan"** means the existing stock option plan of Centurion, as updated and amended from time to time;

- (a) **“Centurion Warrants”** means warrants to purchase Centurion Shares which are outstanding immediately prior to the Effective Time on the Effective Date;
- (n) **“Constating Documents”** means the Articles and related Notice of Articles under the BCBCA of Centurion and SpinCo, as applicable;
- (o) **“Court”** means the Supreme Court of British Columbia;
- (p) **“Dissent Rights”** means the right of a registered Centurion Shareholder to dissent from the Arrangement Resolution in accordance with the provisions of the BCBCA, as modified by the Interim Order, and to be paid the fair value of the Centurion Shares in respect of which the holder dissents;
- (q) **“Effective Date”** means the date that the Arrangement becomes effective under the BCBCA, or such other date as the directors of Centurion may determine, in their discretion with regards to each Party to the Arrangement;
- (r) **“Final Order”** means the final order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption with respect to the issuance of the New Centurion Shares and SpinCo Shares pursuant to the Arrangement, approving the Arrangement;
- (s) **“Information Circular”** means the management information circular of Centurion, including all schedules thereto, to be sent to the Centurion Shareholders in connection with the Centurion Meeting, together with any amendments or supplements thereto;
- (t) **“Interim Order”** means the interim order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption with respect to the issuance of the New Centurion Shares and SpinCo Shares pursuant to the Arrangement, providing advice and directions in connection with the Centurion Meeting and the Arrangement;
- (u) **“New Centurion Shares”** means the new class of common shares without par value which Centurion will create and issue as described in Section 3.1(c) of the Plan of Arrangement and for which the Centurion Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Centurion Shares;
- (v) **“Party”** means either Centurion or SpinCo, and **“Parties”** means, collectively, Centurion and SpinCo;
- (w) **“Person”** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

- (x) **"Plan of Arrangement"** means the plan of arrangement attached to this Agreement as Exhibit A, as the same may be amended from time to time;
- (y) **"Registrar"** means the Registrar of Companies under the BCBCA;
- (z) **"Section 3(a)(10) Exemption"** means means the exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof;
- (aa) **"Share Distribution Record Date"** means the close of business on the last trading day on the TSXV immediately prior to the Effective Date, which Share Distribution Record Date is currently expected to be on or about August 17, 2022, or such other date as the Board of Directors may select;
- (bb) **"SpinCo Shares"** means the common shares without par value in the authorized share capital of SpinCo, as constituted on the date of this Agreement;
- (cc) **"SpinCo Shareholder"** means a holder of SpinCo Shares;
- (dd) **"TSXV"** means the TSX Venture Exchange Inc.; and
- (ee) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.2 Currency. All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.3 Interpretation Not Affected by Headings. The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the exhibits hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

1.4 Number and Gender. In this Agreement, unless the context otherwise requires, words importing the singular will include the plural and vice versa and words importing the use of either gender will include both genders and neuter and words importing persons will include firms and corporations.

1.5 Date for any Action. In the event that any date on which any action is required to be taken hereunder by a Party is not a Business Day in the place where the action is required to be taken, such action will be required to be taken on the next succeeding day which is a Business Day in such place.

1.6 Meaning. Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.7 Exhibits. Attached hereto and deemed to be incorporated into and form part of this Agreement as Exhibit A is the Plan of Arrangement.

Article 2 ARRANGEMENT

2.1 Arrangement. The Parties agree to effect the Arrangement pursuant to the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 Effective Date of Arrangement. The Arrangement will become effective on the Effective Date as set out in the Plan of Arrangement.

2.3 Commitment to Effect. Subject to termination of this Agreement pursuant to Article 6, the parties will each use all reasonable efforts and do all things reasonably required to cause the conditions described in Section 5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the parties will proceed forthwith to apply for the Interim Order and Centurion will call the Centurion Meeting and mail the Information Circular to the Centurion Shareholders.

2.4 Filing of Final Order. Subject to the rights of termination contained in Article 6 upon the Centurion Shareholders approving the Arrangement by special resolution in accordance with the provisions of the Interim Order and the BCBCA, Centurion obtaining the Final Order and the other conditions contained in Article 5 being complied with or waived, Centurion on its behalf and on behalf of SpinCo, will file with the Registrar:

- (a) the records and information required by the Registrar pursuant to the Arrangement Provisions; and
- (b) a copy of the Final Order.

2.5 U.S. Securities Law Matters.

- (a) The Parties agree that the Arrangement will be carried out with the intention that the New Centurion Shares and the SpinCo Shares to be distributed to Centurion Shareholders in exchange for their Centurion Shares (redesignated as Centurion Class A Shares) pursuant to the Arrangement will be issued or distributed by Centurion to the Centurion Shareholders in reliance on the Section 3(a)(10) Exemption. In order to ensure the availability of the Section 3(a)(10) Exemption the Parties agree that the Arrangement will be carried out on the following basis:
 - (i) the Arrangement will be subject to the approval of the Court;
 - (ii) the Court will be advised in the filings made to the Court in connection with the Interim Order as to the intention of the Parties to rely on the Section 3(a)(10) Exemption;

- (iii) the Court will be required to satisfy itself as to the procedural and substantive fairness of the Arrangement to the Centurion Shareholders subject to the Arrangement;
- (iv) Centurion will ensure that each person entitled to receive New Centurion Shares and SpinCo Shares on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with the sufficient information necessary for them to exercise that right;
- (v) each person entitled to receive New Centurion Shares and SpinCo Shares will be advised that the New Centurion Shares and SpinCo Shares issued or distributed by Centurion pursuant to the Arrangement have not been registered under the U.S. Securities Act and will be issued or distributed by Centurion in reliance on the Section 3(a)(10) Exemption;
- (vi) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being substantively and procedurally fair to the Centurion Shareholders;
- (vii) the Interim Order approving the Centurion Meeting will specify that the Centurion Shareholders will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as they enter an appearance within a reasonable time and in accordance with the requirements of the Section 3(a)(10) Exemption; and
- (viii) the Final Order shall include a statement to substantially the following effect:

“This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the issuance and distribution of securities pursuant to the Plan of Arrangement.”

Article 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. Each of the parties hereby represents and warrants to the other party that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated herein and this Agreement has been duly executed and delivered by it;

- (c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constatting Documents or other governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or are pending or proposed in respect of it.

Article 4 COVENANTS

4.1 Covenants. Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

4.2 Interim Order and Final Order. The Parties acknowledge that Centurion will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Centurion Meeting for the purpose of considering and, if deemed advisable, approving and adopting the Arrangement Resolution. The Parties each covenant and agree that if the approval of the Arrangement by the Centurion Shareholders as set out in Section 5.1(b) is obtained, Centurion will thereafter (subject to the exercise of any discretionary authority granted to Centurion's directors) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 and to the rights of termination contained in Article 6, file the material described in Section 2.4 with the Registrar.

Article 5 CONDITIONS

5.1 Conditions Precedent. The respective obligations of the Parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions:

- (a) the Interim Order will have been granted in form and substance satisfactory to each of the Parties;
- (b) the Arrangement Resolution, with or without amendment, will have been approved and adopted at the Centurion Meeting by the Centurion Shareholders in accordance with the Arrangement Provisions, the Constatting Documents of Centurion, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Final Order will have been obtained in form and substance satisfactory to each of the Parties;

- (d) Centurion will have received the TSXV approvals required for the completion of the Arrangement and the listing of the New Centurion Shares on the TSXV;
- (e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to the Parties;
- (f) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Plan of Arrangement;
- (g) no law, regulation or policy will have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax laws of Canada, which would reasonably be expected to have a material adverse effect on any of Centurion, the Centurion Shareholders or SpinCo if the Arrangement is completed;
- (h) notices of dissent pursuant to Article 5 of the Plan of Arrangement will not have been delivered by Centurion Shareholders holding greater than 1% of the outstanding Centurion Shares; and
- (i) this Agreement will not have been terminated under Article 6.

Except for the conditions set forth in Sections 5.1(a), (b), (c) and (d), which may not be waived, any of the other conditions in this Section 5.1 may be waived by any one of Centurion or SpinCo at its discretion.

5.2 Pre-Closing. Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties will meet at the offices of DuMoulin Black LLP, 10th Floor, 595 Howe Street, Vancouver, British Columbia, V6C 2T5, at 9:00 a.m. on the Business Day immediately preceding the Effective Date, or at such other location or at such other time or on such other date as they may mutually agree, and each of them will deliver to the other of them:

- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date will be dated as of, or become effective on, the Effective Date and will be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 Merger of Conditions. The conditions set out in Section 5.1 will be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 Merger of Representations, Warranties and Covenants. The representations and warranties in Section 3.1 will be conclusively deemed to be correct as of the Effective Date and the covenants in Section 4.1 will be conclusively deemed to have been complied with in all respects as of the Effective Date, and each will accordingly merge in and not survive the effectiveness of the Arrangement.

Article 6 AMENDMENT AND TERMINATION

6.1 Amendment. Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Centurion Meeting, but prior to the Effective Date, be amended by the written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the Centurion Shareholders.

6.2 Termination. Subject to Section 6.3, this Agreement may at any time before or after the holding of the Centurion Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Board of Directors of Centurion without further action on the part of the Centurion Shareholders and nothing expressed or implied herein or in the Plan of Arrangement will be construed as fettering the absolute discretion by the Board of Directors of Centurion to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 Cessation of Right. The right of any of the Parties or any other party to amend or terminate the Plan of Arrangement pursuant to Section 6.1 and Section 6.2 will be extinguished upon the occurrence of the Effective Date.

Article 7 GENERAL

7.1 Notices. All notices which may or are required to be given pursuant to any provision of this Agreement will be given or made in writing and will be delivered or sent by electronic mail, addressed as follows:

in the case of Centurion:

Suite 520 – 470 Granville Street
Vancouver, British Columbia
Canada V6C 1V5

Attention: David Tafel
Email: [personal information redacted]

in the case of SpinCo:

Suite 520 – 470 Granville Street
Vancouver, British Columbia

Canada V6C 1V5

Attention: Jeremy Wright
Email: [personal information redacted]

in each case with a copy to:

DuMoulin Black LLP
10th Floor – 595 Howe Street
Vancouver, British Columbia
Canada V6C 2T5

Attention: Justin Kates
Email: [personal information redacted]

7.2 Assignment. Neither of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other.

7.3 Binding Effect. This Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns.

7.4 Waiver. Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

7.5 Governing Law. This Agreement will be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

7.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

7.7 Expenses. All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby will be borne by the party that incurred the expense or as otherwise mutually agreed by the parties.

7.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

7.9 Time of Essence. Time is of the essence of this Agreement.

(Remainder of page left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CENTURION MINERALS LTD.

By: "David Tafel"
Authorized Signatory

1364565 B.C. LTD.

By: "Jeremy Wright"
Authorized Signatory

EXHIBIT A

TO THE ARRANGEMENT AGREEMENT DATED AS OF JUNE 1st, 2022 BETWEEN CENTURION MINERALS LTD. AND 1364565 B.C. LTD.

PLAN OF ARRANGEMENT UNDER PART 9, DIVISION 5 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Article 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms will have the following meanings:

- (a) **“Arrangement”** means the arrangement pursuant to the Arrangement Provisions on the terms and conditions set out herein;
- (b) **“Arrangement Agreement”** means the amended and restated arrangement agreement dated June 29, 2022, amending and restating the arrangement agreement dated as of June 1, 2022 between Centurion and SpinCo, as may be supplemented or amended from time to time;
- (c) **“Arrangement Provisions”** means Part 9, Division 5 of the BCBCA;
- (d) **“BCBCA”** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
- (e) **“Board of Directors”** means the current and existing board of directors of Centurion;
- (f) **“Business Day”** means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (g) **“Centurion”** means Centurion Minerals Ltd., a corporation incorporated under the BCBCA;
- (h) **“Centurion Class A Shares”** means the renamed and redesignated Centurion Shares as described in Section 3.1(c) of this Plan of Arrangement;
- (i) **“Centurion Meeting”** means the annual and special meeting of the Centurion Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (j) **“Centurion Options”** means share purchase options issued pursuant to the Centurion Stock Option Plan which are outstanding immediately prior to the Effective Time on the Effective Date;

- (k) **"Centurion Shareholders"** means holders of Centurion Shares;
- (l) **"Centurion Shares"** means the voting common shares without par value which Centurion is authorized to issue as the same are constituted on the date hereof;
- (m) **"Centurion Stock Option Plan"** means the existing stock option plan of Centurion as updated and amended from time to time;
- (n) **"Centurion Warrants"** means warrants to purchase Centurion Shares which are outstanding immediately prior to the Effective Time on the Effective Date;
- (o) **"Court"** means the Supreme Court of British Columbia;
- (p) **"Current Exercise Price"** means the exercise price per share of a Centurion Option or an Centurion Warrant, as applicable, immediately prior to the Effective Time on the Effective Date;
- (q) **"Depository"** means Computershare Investor Services Inc., or such other depository as Centurion may determine;
- (r) **"Dissent Procedures"** means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of this Plan of Arrangement;
- (s) **"Dissent Rights"** means the rights of dissent granted in favour of registered holders of Centurion Shares in accordance with Article 5 of this Plan of Arrangement;
- (t) **"Dissent Share"** has the meaning given in Section 3.1(a) of this Plan of Arrangement;
- (u) **"Dissenting Shareholder"** means a registered holder of Centurion Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;
- (v) **"Effective Date"** means the date that the Arrangement becomes effective under the BCBCA, or such other date as the directors of Centurion may determine, in their discretion with regards to each Party to the Arrangement;
- (w) **"Effective Time"** means 12:01 a.m. on the Effective Date or such other time on the Effective Date as agreed to in writing by the Parties;
- (x) **"Final Order"** means the final order of the Court, after being informed of the intention to rely upon the Section 3(a)(10) Exemption with respect to the issuance of the New Centurion Shares and SpinCo Shares pursuant to the Arrangement, approving the Arrangement;
- (y) **"Interim Order"** means the interim order of the Court, , after being informed of the intention to rely upon the Section 3(a)(10) Exemption with respect to the issuance of the New Centurion Shares and SpinCo Shares pursuant to the Arrangement, providing

advice and directions in connection with the Centurion Meeting and the Arrangement;

- (z) **"Letter of Transmittal"** means the letter of transmittal in respect of the Arrangement to be sent to Centurion Shareholders together with the Information Circular;
- (aa) **"New Centurion Shares"** means a new class of voting common shares without par value which Centurion will create and issue as described in Section 3.1(c) of this Plan of Arrangement and for which the Centurion Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Centurion Shares;
- (bb) **"Plan of Arrangement"** means this plan of arrangement, as the same may be amended from time to time;
- (cc) **"Registrar"** means the Registrar of Companies under the BCBCA;
- (dd) **"Section 3(a)(10) Exemption"** means means the exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof;
- (ee) **"Share Distribution Record Date"** means the close of business on the last trading day on the TSXV immediately prior to the Effective Date, which Share Distribution Record Date is currently expected to be on or about August 17, 2022, or such other date as the Board of Directors may select;
- (ff) **"SpinCo Shares"** means the common shares without par value in the authorized share capital of SpinCo, as constituted on the date of this Agreement;
- (gg) **"SpinCo"** means 1364565 B.C. LTD., a corporation incorporated under the BCBCA;
- (hh) **"SpinCo Shareholder"** means a holder of SpinCo Shares;
- (ii) **"Tax Act"** means the Income Tax Act (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended;
- (jj) **"Transfer Agent"** means Computershare Investor Services Inc. at its principal office in Vancouver, British Columbia;
- (kk) **"TSXV"** means the TSX Venture Exchange Inc.; and
- (ll) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.2 Interpretation Not Affected by Headings. The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation

of this Plan of Arrangement. Unless otherwise specifically indicated, the terms “this Plan of Arrangement”, “hereof”, “hereunder” and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender. Unless the context otherwise requires, words importing the singular number only will include the plural and vice versa, words importing the use of either gender will include both genders and neuter and words importing persons will include firms and corporations.

1.4 Meaning. Words and phrases used herein and defined in the BCBCA will have the same meaning herein as in the BCBCA, unless the context otherwise requires.

1.5 Date for any Action. If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action will be required to be taken on the next succeeding Business Day.

1.6 Governing Law. This Plan of Arrangement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Article 2 ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 Arrangement Effectiveness. The Arrangement and this Plan of Arrangement will become final and conclusively binding on Centurion, the Centurion Shareholders (including Dissenting Shareholders) and the SpinCo Shareholders at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

Article 3 THE ARRANGEMENT

3.1 The Arrangement. Commencing at the Effective Time, the following will occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Centurion, or SpinCo, but subject to the provisions of Article 5:

- (a) each Centurion Share outstanding in respect of which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each, a “**Dissent Share**”) will be directly transferred and assigned by such Dissenting Shareholder to Centurion, without any further act or formality and free and clear of any liens, charges and encumbrances of any nature whatsoever, and will be cancelled and cease to be outstanding and such Dissenting Shareholders will cease to have any rights as Centurion Shareholders other than the right to be paid the fair value for their Centurion Shares by Centurion;

- (b) Centurion will transfer all cannabis related agreements and specific liabilities incurred in the pursuit of the cannabis strategy as more particularly set forth in Exhibit B hereto (collectively, the “**Cannabis Assets**”), to SpinCo in consideration for such number of SpinCo Shares equal to the number of Centurion Shares outstanding;
- (c) the authorized share structure of Centurion will be altered by:
 - (i) renaming and redesignating all of the issued and unissued Centurion Shares as “Class A common shares without par value” and varying the special rights and restrictions attached to those shares to provide the holders thereof with two votes in respect of each share held, being the “Centurion Class A Shares”; and
 - (ii) creating a new class consisting of an unlimited number of “common shares without par value” with terms and special rights and restrictions identical to those of the Centurion Shares immediately prior to the Effective Time, being the “New Centurion Shares”;
- (d) Centurion’s Notice of Articles will be amended to reflect the alterations in Section 3.1(c);
- (e) each issued and outstanding Centurion Class A Share outstanding on the Share Distribution Record Date (excluding the Dissent Shares) will be exchanged for:
 - (i) one New Centurion Share; and
 - (ii) one SpinCo Share,and the holders of the Centurion Class A Shares will be removed from the central securities register of Centurion as the holders of such and will be added to the central securities register of Centurion as the holders of the number of New Centurion Shares that they have received on the exchange set forth in this Section 3.1(e), and the SpinCo Shares transferred to the then holders of the Centurion Class A Shares will be registered in the name of the former holders of the Centurion Class A Shares and Centurion will provide SpinCo, and its registrar and transfer agents, notice to make the appropriate entries in the their respective central securities registers;
- (f) all of the issued Centurion Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Centurion, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the New Centurion Shares will be equal to that of the Centurion Shares immediately prior to the Effective Time less the fair market value of the SpinCo Shares distributed pursuant to Section 3.1(e);
- (g) the Centurion Class A Shares, none of which will be issued or outstanding once the steps in Section 3.1(a) to Section 3.1(g) are completed, will be cancelled and the

authorized share structure of Centurion will be changed by eliminating the Centurion Class A Shares;

- (h) the Notice of Articles of Centurion will be amended to reflect the alterations in Section 3.1(g);
- (i) the Centurion Options will be adjusted as follows:
 - (i) in lieu of the Centurion Shares acquirable upon exercise of each Centurion Option, the number of New Centurion Shares acquirable upon exercise of each Centurion Option will be increased to equal the product of the number of New Centurion Shares acquirable upon exercise of the Centurion Option immediately prior to the Effective Time on the Effective Date multiplied by a fraction (x) the numerator of which will be the Current Exercise Price of such Centurion Option and (y) the denominator of which shall be such Current Exercise Price of such Centurion Option minus the amount allocable to one New Centurion Share of the aggregate fair market value of SpinCo at the Effective Date as determined in good faith by the board of directors of Centurion; and
 - (ii) the exercise price per share of each Centurion Option will be reduced to equal the number obtained by dividing (x) the Current Exercise Price of the Centurion Option multiplied by the number of Centurion Shares acquirable upon exercise of the Centurion Option immediately prior to the adjustment pursuant to this subsection by (y) the number of New Centurion Shares acquirable upon exercise of the Centurion Option immediately after such adjustment.

The term to expiry, conditions to and manner of exercising, vesting schedule, adjustment provisions, status under applicable laws and all other terms and conditions of the Centurion Options will be unchanged;

- (j) the Centurion Warrants will be adjusted as follows:
 - (i) in lieu of the Centurion Shares acquirable upon exercise of each Centurion Warrant, the number of New Centurion Shares acquirable upon exercise of each Centurion Warrant will be increased to equal the product of the number of New Centurion Shares acquirable upon exercise of the Centurion Warrant immediately prior to the Effective Time on the Effective Date multiplied by a fraction (x) the numerator of which will be the Current Exercise Price of such Centurion Warrant and (y) the denominator of which shall be such Current Exercise Price of such Centurion Warrant minus the amount allocable to one New Centurion Share of the aggregate fair market value of SpinCo at the Effective Date as determined in good faith by the board of directors of Centurion; and

- (ii) the exercise price per share of each Centurion Warrant will be reduced to equal the number obtained by dividing (x) the Current Exercise Price of the Centurion Warrant multiplied by the number of New Centurion Shares acquirable upon exercise of the Centurion Warrant immediately prior to the adjustment pursuant to this subsection by (y) the number of New Centurion Shares acquirable upon exercise of the Centurion Warrant immediately after such adjustment.

The term to expiry, conditions to and manner of exercising, adjustment provisions, status under applicable laws and all other terms and conditions of the Centurion Warrants will be unchanged;

- (k) upon completion of the determination of the adjustments to the Centurion Options in Section 3.1(i) above and the Centurion Warrants in Section 3.1(j) above, the number of New Centurion Shares acquirable upon exercise of each Centurion Option or Centurion Warrant, as applicable, will be rounded to the nearest whole number of New Centurion Shares; and
- (l) the foregoing matters will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto may not be completed until after the Effective Date.

3.2 U.S. Securities Law. Notwithstanding any provision herein to the contrary, Centurion agrees that the Plan of Arrangement will be carried out with the intention that the New Centurion Shares and SpinCo Shares to be issued in connection with the Arrangement to Centurion Shareholders in the United States shall be exempt from registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption thereunder, and the New Centurion Shares and SpinCo Shares to be distributed in the United States pursuant to the Arrangement shall not be subject to resale restrictions in the United States under the U.S. Securities Act (other than as may be prescribed by Rule 144 under the U.S. Securities Act).

3.3 No Fractional Shares. Notwithstanding any other provision of this Arrangement, while each Centurion Shareholder's fractional shares will be combined, no fractional Centurion Class A Shares or SpinCo Shares will be distributed to the Centurion Shareholders, and, as a result, all fractional amounts arising under this Plan of Arrangement will be rounded down to the next whole number without any compensation therefor. Any Centurion Class A Shares or SpinCo Shares not distributed as a result of so rounding down will be cancelled by Centurion or SpinCo, as applicable.

3.4 Share Distribution Record Date. In Section 3.1(e) the reference to a holder of Centurion Class A Shares will mean a person who is a Centurion Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.5 Deemed Fully Paid and Non-Assessable Shares. All New Centurion Shares, Centurion Class A Shares and SpinCo Shares issued pursuant hereto will be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.6 Supplementary Actions. Notwithstanding that the transactions and events set out in Section 3.1 will occur and will be deemed to occur in the chronological order therein set out without any act or formality, each of Centurion and SpinCo will be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, any necessary additions to or deletions from share registers, and agreements for stock options.

3.7 Withholding. Each of Centurion, SpinCo and the Depositary will be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of New Centurion Shares or SpinCo Shares made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under the Plan of Arrangement. Without limiting the generality of the foregoing, any New Centurion Shares or SpinCo Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance will be paid to the person forthwith.

3.8 No Liens. Any exchange or transfer of securities pursuant to this Plan of Arrangement will be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

Article 4

CERTIFICATES

4.1 Centurion Class A Shares. Recognizing that the Centurion Shares will be renamed and redesignated as Centurion Class A Shares pursuant to Section 3.1(c) and that the Centurion Class A Shares will be exchanged partially for New Centurion Shares pursuant to Section 3.1(e), Centurion will not issue replacement share certificates representing the Centurion Class A Shares.

4.2 SpinCo Share Certificates. As soon as practicable following the Effective Date, SpinCo will deliver or cause to be delivered to the Depositary certificates representing the SpinCo Shares required to be issued to registered holders of Centurion Shares as at immediately prior to the Effective Time in accordance with the provisions of Section 3.1(e) of this Plan of Arrangement, which certificates will be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of Section 6.1.

4.3 New Centurion Share Certificates. As soon as practicable following the Effective Date, Centurion will deliver or cause to be delivered to the Depositary certificates representing the New Centurion Shares required to be issued to registered holders of Centurion Shares as at immediately prior to the Effective Time in accordance with the provisions of Section 3.1(e) this Plan of Arrangement, which certificates will be held by the Depositary as agent and nominee for such holders for distribution thereto in accordance with the provisions of Section 6.1.

4.4 Interim Period. Any Centurion Shares traded after the Share Distribution Record Date will represent New Centurion Shares as of the Effective Date and will not carry any rights to receive SpinCo Shares.

Article 5 RIGHTS OF DISSENT

5.1 Dissent Right. Registered holders of Centurion Shares may exercise Dissent Rights with respect to their Centurion Shares in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in the Dissent Procedures, as they may be amended by the Interim Order, Final Order or any other order of the Court, and provided that such dissenting Shareholder delivers a written notice of dissent to Centurion at least two Business Days before the day of the Meeting or any adjournment or postponement thereof.

5.2 Dealing with Dissenting Shares. Centurion Shareholders who duly exercise Dissent Rights with respect to their Dissenting Shares and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares will be deemed to have transferred their Dissenting Shares to Centurion for cancellation as of the Effective Time pursuant to Section 3.1(a); or
- (b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Centurion Shareholder and will receive New Centurion Shares and SpinCo Shares on the same basis as every other non-dissenting Centurion Shareholder;

but in no case will Centurion be required to recognize such persons as holding Centurion Shares on or after the Effective Date.

5.3 Reservation of SpinCo Shares. If a Centurion Shareholder exercises Dissent Rights, Centurion will, on the Effective Date, set aside and not distribute that portion of the SpinCo Shares which is attributable to the Centurion Shares for which Dissent Rights have been exercised. If the dissenting Centurion Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Centurion will distribute to such Centurion Shareholder his, her or its pro rata portion of the SpinCo Shares. If a Centurion Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Centurion will retain the portion of the SpinCo Shares attributable to such Centurion Shareholder and such shares will be dealt with as determined by the Board of Directors of Centurion in its discretion.

Article 6 DELIVERY OF SHARES

6.1 Delivery of Shares.

- (a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Centurion Shares, together with a duly completed and executed Letter of Transmittal and such

additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive in exchange therefor, and the Depositary will deliver to such holder following the Effective Time, a certificate representing the New Centurion Shares and certificates representing the SpinCo Shares that such holder is entitled to receive in accordance with Section 3.1(e).

- (b) After the Effective Time and until surrendered for cancellation as contemplated by Section 6.1(a), each certificate that immediately prior to the Effective time represented one or more Centurion Shares will be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Centurion Shares and certificates representing the SpinCo Shares that such holder is entitled to receive in accordance with Section 3.1(e).

6.2 Lost Certificates. If any certificate that immediately prior to the Effective Time represented one or more outstanding Centurion Shares that were exchanged for New Centurion Shares and SpinCo Shares in accordance with Section 3.1(e), will have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the New Centurion Shares and SpinCo Shares that such holder is entitled to receive in accordance with Section 3.1(e). When authorizing such delivery of New Centurion Shares and SpinCo Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered will, as a condition precedent to the delivery of such New Centurion Shares and SpinCo Shares or give a bond satisfactory to Centurion, SpinCo and the Depositary in such amount as Centurion, SpinCo and the Depositary may direct, or otherwise indemnify Centurion, SpinCo and the Depositary in a manner satisfactory to Centurion, SpinCo and the Depositary, against any claim that may be made against Centurion, SpinCo or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and will otherwise take such actions as may be required by the articles of Centurion.

6.3 Distributions with Respect to Unsurrendered Certificates. No dividend or other distribution declared or made after the Effective Time with respect to New Centurion Shares or SpinCo Shares with a record date after the Effective Time will be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Centurion Shares unless and until the holder of such certificate will have complied with the provisions of Section 6.1 or Section 6.2, as applicable. Subject to applicable law and to Section 3.7, at the time of such compliance, there will, in addition to the delivery of the New Centurion Shares and SpinCo Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Centurion Shares and/or SpinCo Shares, as applicable.

6.4 Limitation and Proscription. To the extent that a former Centurion Shareholder will not have complied with the provisions of Section 6.1 or Section 6.2, as applicable, on or before the date that is six years after the Effective Date (the “**Final Proscription Date**”), then the New Centurion Shares and SpinCo Shares that such former Centurion Shareholder was entitled to receive will be automatically cancelled without any repayment of capital in respect thereof and the New Centurion Shares and SpinCo Shares to which such Centurion Shareholder was entitled, will be delivered to

SpinCo (in the case of the SpinCo Shares) or Centurion (in the case of the New Centurion Shares) by the Depositary and certificates representing such New Centurion Shares and SpinCo Shares will be cancelled by Centurion or SpinCo, as applicable, and the interest of the former Centurion Shareholder in such New Centurion Shares and SpinCo Shares or to which it was entitled will be terminated as of such Final Proscription Date.

6.5 Paramountcy. From and after the Effective Time: (i) this Plan of Arrangement will take precedence and priority over any and all Centurion Shares, Centurion Warrants, or Centurion Options issued prior to the Effective Time; and (ii) the rights and obligations of the registered holders of Centurion Shares and of Centurion, SpinCo, the Depositary and any transfer agent or other depositary therefor, will be solely as provided for in this Plan of Arrangement.

Article 7

AMENDMENTS & WITHDRAWAL

7.1 Amendments. Centurion, in its sole discretion, reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Meeting, approved by the Court.

7.2 Amendments Made Prior to or at the Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Centurion at any time prior to or at the Meeting with or without any prior notice or communication, and if so proposed and accepted by the Centurion Shareholders voting at the Meeting, will become part of this Plan of Arrangement for all purposes.

7.3 Amendments Made After the Meeting. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Centurion after the Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Meeting will be effective and will become part of the Plan of Arrangement for all purposes. Notwithstanding the foregoing, any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Centurion, provided that it concerns a matter which, in the reasonable opinion of Centurion, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Centurion Shares or SpinCo Shares.

7.4 Withdrawal. Notwithstanding any prior approvals by the Court or by Centurion Shareholders, the Board of Directors may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution at any time prior to the Effective Time, without further approval of the Court or the Centurion Shareholders.

EXHIBIT B

**TO THE ARRANGEMENT AGREEMENT
DATED AS OF THE 1ST DAY OF JUNE, 2022 BETWEEN CENTURION
MINERALS LTD. AND 1364565 B.C. LTD.
CANNABIS ASSETS**

Cannabis Agreements:

- a) Canada: The amalgamation agreement dated February 11, 2021 between Centurion and HAI Beverage Inc. as amended by the amending agreement dated March 3, 2022;
- b) Argentina: ArgenCanna S.A. Option Agreement dated August 1, 2020, entitling Centurion to acquire a private Argentine company incorporated for the sole purpose of furthering the development of a cannabis-related business in the country of Argentina;
- c) Paraguay: CannLabs S.A. Option Agreement dated August 1, 2020, entitling Centurion to acquire a private Paraguayan company incorporated for the sole purpose of furthering the development of a cannabis-related business in the country of Paraguay; and
- d) Uruguay: CannaEden Asset Purchase Agreement, dated February 5th, 2020, and the amending agreements dated June 12, 2020, February 11, 2021, and October 25, 2021, entitling Centurion to acquire a private Uruguayan group of companies incorporated for the sole purpose of furthering the development of a cannabis-related business in the country of Uruguay.

Cannabis Liabilities:

- a) Centurion Minerals Inc. loan agreement with SpinCo for \$100,000 as settlement of direct expenses to a maximum of \$100,000, accrued by Centurion from February 12, 2021, to January 31, 2022, incurred in the furtherance of the South American cannabis strategy;
- b) Monashee Medicinal MJ Inc. loan of \$20,000 dated November 25, 2020, and accrued interest of \$1,310.71 incurred between November 25, 2020 and March 3, 2022 totaling \$21,310.71;
- c) Select Wines Inc. loan of \$49,825 (non-interest bearing), incurred as a result of delays in completing the originally contemplated reverse take-over of Centurion by HAI; and
- d) Select Wines Inc. loan of \$11,000 (non-interest bearing), incurred to retain South American consultants for the sole purpose of furthering the HAI business.

SCHEDULE D

INTERIM ORDER

See attached.

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

JUN 24 2022

ENTERED



IN THE SUPREME COURT OF BRITISH COLUMBIA

No. S-225024
Vancouver Registry

IN THE MATTER OF SECTION 288 OF THE BRITISH COLUMBIA *BUSINESS
CORPORATIONS ACT*, S.B.C. 2002, C.57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
CENTURION MINERALS LTD., ITS SHAREHOLDERS AND 1364565 B.C. LTD.

CENTURION MINERALS LTD.

PETITIONER

**ORDER MADE AFTER APPLICATION
(INTERIM ORDER)**

) **THE HONOURABLE JUSTICE,**

)

BEFORE) or MASTER *McL R*) June 24, 2022

)

ON THE APPLICATION of the Petitioner, Centurion Minerals Ltd. ("**Centurion**") for an Interim Order under section 291 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**") in connection with an arrangement involving Centurion, the holders (the "**Centurion Shareholders**") of common shares of Centurion (the "**Centurion Shares**"), and 1364565 B.C. LTD. ("**SpinCo**") under section 288 of the BCBCA without notice coming on for hearing via MS Teams at 800 Smithe Street, Vancouver, British Columbia on June 24, 2022 and on hearing Micah Goldberg, counsel for the Petitioners and upon reading the Affidavit No. 1 of David Tafel sworn on June 21, 2022 (the "**Affidavit**");

THIS COURT ORDERS that:

1. The Petitioner, Centurion, be permitted and directed to convene, hold and conduct the special meeting (the "**Meeting**") of the Centurion Shareholders, to *inter alia* consider and, if deemed advisable, pass with or without variation, a special resolution (the "**Arrangement Resolution**") authorizing, approving and adopting, with or without amendment, an arrangement (the "**Arrangement**") and the plan of arrangement implementing the Arrangement (the "**Plan of Arrangement**") substantially in the form included as Appendix "B" to the information circular of Centurion (the "**Circular**") which is attached as Exhibit "A" to the Affidavit of David Tafel, involving Centurion, the Centurion Shareholders and SpinCo.

2. The Meeting shall be called, held and conducted on August 12, 2022, or such other date as may result from postponement or adjournment in accordance with paragraph 5 of this Interim Order at 10:00 a.m. (Vancouver time) at #520 – 470 Granville Street, Vancouver, BC V6C 1V5.
3. The Meeting shall be called, held and conducted in accordance with the provisions of the BCBCA, the notice of articles and articles of Centurion and applicable securities laws, and subject to the terms of this Interim Order and any further Order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order, and to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating or governing or collateral to the Centurion Shares or to which such shares are collateral, or the articles of Centurion, this Interim Order shall govern.
4. Notwithstanding the provisions of the BCBCA and the articles of Centurion, the board of directors of Centurion (the “Centurion Board”) by resolution shall be entitled to hold the Meeting as a virtual meeting (that is, by telephone conference or other method of electronic communication that enables securityholders to speak and hear each other) without the necessity of first convening the Meeting or first obtaining any vote of the Centurion Shareholders respecting the virtual Meeting, and without the need for approval of this Court. If the Centurion Board resolves to hold the Meeting as a virtual meeting, Centurion shall provide notice of and details about how Centurion Shareholders may participate in the virtual Meeting by press release, newspaper advertisement or notice sent to the Centurion Shareholders by one of the methods specified in paragraph 9 of this Interim Order, as determined to be the most appropriate method of communication by the Centurion Board.

AMENDMENTS

5. The Petitioner is authorized to make, in the manner contemplated by and subject to the arrangement agreement between Centurion and SpinCo dated June 1, 2022 (the “Arrangement Agreement”) and Plan of Arrangement, as applicable, such amendments, revisions or supplements to the Arrangement Agreement, Arrangement, Plan of Arrangement, notice of special meeting for the Meeting or the Circular as it may determine without any additional notice to Centurion Shareholders or any further Order of this Court. The Arrangement Agreement, Arrangement and Plan of Arrangement as so amended, revised or supplemented shall be the Arrangement Agreement, Arrangement and Plan of Arrangement that are the subject of the Arrangement Resolution.

ADJOURNMENTS AND POSTPONEMENTS

6. The Centurion Board by resolution shall be entitled to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first obtaining any vote of the Centurion Shareholders regarding the adjournment or postponement and without the need for approval of the Court. Notice of any such adjournment or postponement shall be given by press release, newspaper

advertisement, or by notice sent to the Centurion Shareholders by one of the methods specified in paragraph 9 of this Interim Order, as determined by the Centurion Board to be the most appropriate method of communication.

RECORD DATE

7. The record date for determining Centurion Shareholders entitled to receive notice of and attend at the Meeting is the close of business on June 28, 2022 (the "**Record Date**").
8. The Record Date will not change in respect of any adjournments or postponements of the Meeting.

NOTICE OF THE MEETING

9. The following:
 - (a) notice of annual general and special meeting for the Meeting;
 - (b) the Circular (including, amongst other things, a copy of the Petition and this Interim Order);
 - (c) the Plan of Arrangement;
 - (d) Notice of Petition; and
 - (e) the form of proxy or voting instruction form for use by the Centurion Shareholders

(collectively, the "**Meeting Materials**"), in substantially the same form contained in the exhibits to the Affidavit of David Tafel, with such amendments and inclusions thereto as the Centurion Board may deem necessary or desirable, provided that such amendments and inclusions are not inconsistent with the terms of this Interim Order or the Arrangement Agreement, and this Interim Order (collectively with the Meeting Materials, the "**Mailed Materials**") shall be sent to:

- (I) the Centurion Shareholders as they appear on the securities register(s) of Centurion on the Record Date, such Mailed Materials to be sent at least twenty-one (21) days prior to the date of the Meeting, by one of the following methods:
 - (i) by prepaid ordinary or air-mail addressed to the Centurion Shareholders at his, her, or its address as it appears on the applicable securities registers of Centurion as at the Record Date;
 - (ii) by delivery in person or by delivery to the addresses specified in paragraph (i) above; or
 - (iii) by email or facsimile transmission to any Centurion Shareholder who identifies himself, herself or itself to the satisfaction of Centurion, acting

through its representatives, who requests such email or facsimile transmission;

- (II) the directors and auditors of Centurion by mailing the Mailed Materials by prepaid ordinary mail, or by email or facsimile transmission, to such persons at least twenty-one (21) days prior to the date of the Meeting; and
- (III) in the case of non-registered holders of Centurion Shares, by sending copies of the Mailed Materials to intermediaries and registered nominees to facilitate the distribution of the Mailed Materials to beneficial owners in accordance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators at least three (3) business days prior to the twenty-first (21st) day prior to the date of the Meeting;

and that the Notice of Petition is hereby approved as the form of notice of proceedings and sending of the Notice of Petition as herein described, shall constitute good and sufficient service of such Notice of Petition upon all who may wish to appear in these proceedings, and no other service need be made and no other material need to be served on persons in respect of these proceedings. In particular, service of the Petition and any supporting affidavits is dispensed with.

- 10. The Meeting Materials shall not be sent to Centurion Shareholders where mail previously sent to such holders by Centurion or its registrar and transfer agent has been returned to Centurion or its registrar and transfer agent on two or more previous consecutive occasions.
- 11. Delivery of the Mailed Materials as ordered herein shall constitute compliance with the requirements of section 290(1)(a) of the BCBCA and the requirement of section 290(1)(b) of the BCBCA to include certain disclosures in any advertisement of the Meeting is waived.
- 12. The accidental failure or omission to give notice of the Meeting or Notice of Application to, or the non-receipt of such notices by, or any failure or omission to give such notice as a result of events beyond the reasonable control of Centurion (including, without limitation, any inability to use postal services) to any one or more of the persons specified in paragraph 9 of this Interim Order shall not constitute a breach of this Interim Order. A defect in the calling of the Meeting shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of Centurion then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.
- 13. Centurion be at liberty to give notice of this application to persons outside the jurisdiction of this Court in the manner specified herein.

DEEMED RECEIPT OF NOTICE

14. The Mailed Materials shall be deemed, for the purposes of this Interim Order, to have been received:
 - (a) in the case of mailing, the day, Saturdays and holidays excepted, following the date of mailing;
 - (b) in the case of delivery in person, upon receipt thereof at the intended recipient's address or, in the case of delivery by courier, one (1) business day after receipt by the courier;
 - (c) in the case of transmission by email or facsimile, upon the transmission thereof;
 - (d) in the case of advertisement, at the time of publication of the advertisement;
 - (e) in the case of electronic filing on SEDAR, upon the transmission thereof; and
 - (f) in the case of beneficial Centurion Shareholders, three (3) days after delivery thereof to intermediaries and registered nominees.

UPDATING MEETING MATERIALS

15. Notice of any amendments, updates or supplement to any of the information provided in the Mailed Materials may be communicated to the Centurion Shareholders or other persons entitled thereto by press release, news release, newspaper advertisement or by notice sent to the Centurion Shareholders by any of the means set forth in paragraph 9 of this Interim Order, as determined to be the most appropriate method of communication by the Centurion Board.

QUORUM AND VOTING

16. Two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to vote at the Meeting will constitute a quorum for the Meeting.
17. Each Centurion Shareholder whose name is entered on the central securities register of Centurion as at the close of business on the Record Date is entitled to one (1) vote for each Centurion Share registered in his/her/its name.
18. In order for the Arrangement to become effective, the Arrangement Resolution must be approved by an affirmative vote of not less than 66⅔% of the votes cast by Centurion Shareholders present in person or represented by proxy at the Meeting.
19. The only persons entitled to vote at the Meeting or any adjournment(s) thereof either in person or by proxy shall be the registered Centurion Shareholders as at the Record Date (and under applicable securities legislation and policies, the beneficial holders of the Centurion Shares registered in the name of intermediaries).

SCRUTINEER

20. A representative of Centurion's registrar and transfer agent (or any agent thereof) is authorized to act as a scrutineer for the Meeting.

SOLICITATION OF PROXIES

21. Centurion is authorized to use the form of proxy in connection with the Meeting, in substantially the same form contained in Exhibit "B" to the Affidavit and Centurion may in its discretion waive generally the time limits for deposit of proxies by Centurion Shareholders if Centurion deems it reasonable to do so. Centurion and each of the SpinCo Entities are authorized to solicit proxies, directly and through their officers, directors and employees, and through such agents or representatives as either of them may retain for that purpose, and by mail or such other forms of personal or electronic communication as either of them may determine.
22. The procedure for the use of proxies at the Meeting shall be as set out in the Meeting Materials.
23. Centurion may in its discretion generally postpone or waive the time limits for the deposit of proxies by Centurion Shareholders if Centurion deems it advisable to do so, such waiver to be endorsed on the proxy by the initials of the Chair of the Meeting.

DISSENT RIGHTS

24. Each registered Centurion Shareholder will have the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of Sections 237-247 of the BCBCA, as modified by the terms of this Interim Order, the Plan of Arrangement and the Final Order.
25. Registered Centurion Shareholders will be the only Centurion Shareholders entitled to exercise rights of dissent. A beneficial holder of Centurion Shares registered in the name of a broker, custodian, trustee, nominee or other intermediary who wishes to dissent must make arrangements for the registered Centurion Shareholder to dissent on behalf of the beneficial holder of Centurion Shares or, alternatively, make arrangements to become a registered Centurion Shareholder.
26. In order for a registered Centurion Shareholder to exercise such right of dissent (the "Dissent Right"):
 - (a) a Dissenting Centurion Shareholder must deliver a written notice of dissent which must be received by Centurion at 10th Floor, 595 Howe Street, Vancouver, British Columbia V6C 2T5, Attention: Justin Kates, by 10:00 am (Pacific time) on August 10, 2022 or, in the case of any adjournment or postponement of the Meeting, the date which is two Business Days prior to the date of the Meeting; a vote against the Arrangement Resolution or an abstention will not constitute written notice of dissent;

- (b) a Dissenting Centurion Shareholder must not have voted his, her or its Centurion Shares at the Meeting, either by proxy or in person, in favour of the Arrangement Resolution;
 - (c) a Dissenting Centurion Shareholder must dissent with respect to all of the Centurion Shares held by such person; and
 - (d) the exercise of such Dissent Right must otherwise comply with the requirements of Sections 237 to 247 of the BCBCA, as may be modified by the Final Order.
27. Notice to the Centurion Shareholders of their Dissent Right with respect to the Arrangement Resolution will be given by including information with respect to the Dissent Right in the Circular to be sent to Centurion Shareholders in accordance with this Interim Order.

APPLICATION FOR THE FINAL ORDER

28. Unless the directors of Centurion by resolution determine to terminate the Arrangement Agreement in accordance with its terms, upon the approval, with or without variation by the Centurion Shareholders of the Arrangement Resolution, in the manner set forth in this Interim Order, the Petitioners may apply to this Court for an order (the "Final Order"):
- (a) pursuant to section 291(4)(c) of the BCBCA, declaring that the Arrangement, including the terms and conditions thereof and the issuances, exchanges and/or adjustments of securities contemplated therein, is fair and reasonable to the Centurion Shareholders; and
 - (b) pursuant to section 291(4)(a) of the BCBCA, approving the Arrangement, including the terms and conditions thereof and the issuances, exchanges and/or adjustments of securities contemplated therein,

and that the application for the Final Order (the "Final Application") be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on August 17, 2022, at 9:45 a.m., or as soon thereafter as the Court may direct or counsel for Centurion may be heard, and that Centurion be at liberty to proceed with the Final Application on that date.

29. The Petitioner has advised the court that:
- (a) section 3(a)(10) of the *United States Securities Act of 1933* (the "1933 Act"), as amended, provides an exemption from registration for the securities issued in exchange for one or more *bona fide* outstanding securities pursuant to an arrangement where the terms and conditions of such issuance and exchange are approved by any court (including this Court), after a hearing on the fairness of such terms and conditions at which all person to whom it is proposed to issue securities in such exchange have the right to appear and receive timely notice thereof;

- (b) the Petitioner intends to use the Final Order of this Court approving the Arrangement, and declaring the fairness of the Arrangement, including the terms and conditions hereof and the proposed issuance and exchanges of securities contemplate therein, as a basis for an exemption from registration under the 1933 Act of the Centurion securities to be distributed under the Arrangement; and
 - (c) should the Court make the Final Order approving the Arrangement, the Centurion securities to be distributed under the Arrangement will be exempt from registration under the 1933 Act.
30. Any Centurion Shareholder, any director or auditor of Centurion, or any other interested party with leave of the Court desiring to support or oppose the application may appear and make submissions at the Final Application provided that such person must:
- (a) file a Response to Petition, in the form prescribed by the Supreme Court Civil Rules, together with any evidence or material which is to be presented to the Court at the hearing of the Final Application; and
 - (b) deliver the filed Response to Petition together with a copy of any evidence or material which is to be presented to the Court at the hearing of the Final Application, to the Petitioners' counsel at:
- Watson Goepel LLP
1200-1075 Georgia St W,
Vancouver BC V6E 3C9
Attention: Micah Goldberg
by or before 4:30 p.m. (Vancouver time) on August 12, 2022.
31. The only persons entitled to notice of any further proceedings herein, including any hearing to sanction and approve the Arrangement, and to appear and be heard thereon, shall be the solicitors for Centurion and persons who have filed and delivered a Response to Petition in accordance with this Interim Order.
32. Subject to other provisions in this Interim Order, no material other than that contained in the Circular need be served on any persons in respect of these proceedings. In particular, services of the Petition herein and accompanying affidavit and additional affidavits as may be filed is dispensed with.
33. If the Final Application is adjourned, only those persons who have filed and delivered a Response to Petition in accordance with this Order need to be served and provided with notice of the adjourned date.
34. The Petitioners shall be entitled, at any time, to apply to vary this Order.

35. Rules 8-1 and 16-1(8) – (12) will not apply to any further applications in respect of this proceeding, including the Final Application and any application to vary this Interim Order.

36. The Petitioners shall, and hereby do, have liberty to apply for such further orders as may be appropriate. *"signed by authorized signatory"*

37. Signature of Mr. Goldberg is dispensed with
 THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

"signed by authorized signatory"

 Signature of Micah Goldberg
 Lawyer for the Petitioner

BY THE COURT

"signed by authorized signatory"

 Registrar

No. S-225024
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF SECTION 288 OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, C.57, AS
AMENDED**

AND

**IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
CENTURION MINERALS LTD., ITS SHAREHOLDERS AND 1364565 B.C. LTD.**

CENTURION MINERALS LTD.

PETITIONER

INTERIM ORDER

**Watson Goepel LLP
1200-1075 Georgia St W,
Vancouver BC V6E 3C9
Attention: Micah Goldberg**



SCHEDULE E

REQUISITION FOR FINAL ORDER

See attached.

No. S-225024
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE BRITISH COLUMBIA *BUSINESS
CORPORATIONS ACT*, S.B.C. 2002, C.57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
CENTURION MINERALS LTD, ITS SHAREHOLDERS AND 1364565 B.C. LTD.

CENTURION MINERALS LTD.

PETITIONER

REQUISITION – GENERAL

Filed by: The Petitioner

Required: Set the hearing of the relief sought in paragraph 1 of Part 1 of the Petitioner's Petition to the Court for hearing in Judge's chambers at 9:45 a.m. on Wednesday, August 17, 2022, pursuant to the Interim Order of Master Muir dated June 24, 2022.

This requisition is supported by the following:

1. Interim Order of Master Muir dated June 24, 2022, appended hereto.

The Petitioner estimates that the hearing of the Petition will take 15 minutes.

Dated: _____

Signature of
[] filing party [x] lawyer for filing party
Timothy Goepel

SCHEDULE F

DISSENT PROVISIONS

PART 8 DIVISION 2 OF THE BCBCA

Definitions and application

237 (1) In this Division:

"**dissenter**" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"**notice shares**" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"**payout value**" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

- (a) under section 260, in respect of a resolution to alter the articles
 - (i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on,
 - (ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91, or
 - (iii) without limiting subparagraph (i), in the case of a benefit company, to alter the company's benefit provision;
 - (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
 - (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
 - (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
 - (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
 - (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
 - (g) in respect of any other resolution, if dissent is authorized by the resolution;
 - (h) in respect of any court order that permits dissent.
- (1.1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent under section 51.995 (5) in respect of a resolution to alter its notice of articles to include or to delete the benefit statement.
- (2) A shareholder wishing to dissent must
- (a) prepare a separate notice of dissent under section 242 for
 - (i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
 - (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
 - (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.
- (3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a)dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b)cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1)A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2)A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a)provide to the company a separate waiver for

(i)the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii)each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b)identify in each waiver the person on whose behalf the waiver is made.

(3)If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a)the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b)any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4)If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1)If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) or (1.1) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b)if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c)if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i)the date on which the shareholder learns that the resolution was passed, and

(ii)the date on which the shareholder learns that the shareholder is entitled to dissent.

(2)A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a)on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b)if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3)A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a)within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b)if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4)A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a)if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b)if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i)the names of the registered owners of those other shares,

(ii)the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii)a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c)if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those

notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b)join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c)make consequential orders and give directions it considers appropriate.

(3)Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a)pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b)if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4)If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a)the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b)if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5)A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a)the company is insolvent, or

(b)the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a)the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b)the resolution in respect of which the notice of dissent was sent does not pass;

(c)the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d)the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e)the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f)a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g)with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h)the notice of dissent is withdrawn with the written consent of the company;

(i)the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a)the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b)the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c)the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

SCHEDULE G

FORM OF LONG TERM INCENTIVE PLAN

See attached.

CENTURION MINERALS LTD.
(the "Company")

Long-Term Incentive Plan

SECTION 1 ESTABLISHMENT AND PURPOSE OF THE PLAN

The Company wishes to establish this long-term incentive plan ("**Plan**"). The purpose of this Plan is to promote the long-term success of the Company and the creation of shareholder value by: (a) encouraging the attraction and retention of Eligible Persons; (b) encouraging such Eligible Persons to focus on critical long-term objectives; and (c) promoting greater alignment of the interests of such Eligible Persons with the interests of the Company, in each case as applicable to the type of Eligible Person to whom an Award is granted.

This Plan provides for the grant of Restricted Share Units, Performance Share Units, Deferred Share Units, Stock Appreciation Rights and Options to Eligible Persons, as further described herein.

This Plan and the Restricted Share Units, Performance Share Units, Deferred Share Units, Stock Appreciation Rights and Options issuable under the Plan are subject to Policy 4.4 – *Security Based Compensation* of the Exchange (the "**Policy**").

This Plan is a "**rolling up to 10%**" security based compensation plan, as such term is used in the Policy, permitting outstanding Incentive Securities in a maximum aggregate amount that is equal to ten percent (10%) of the issued and outstanding Shares at the date of any Award.

SECTION 2 DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below:

- (a) "**Award**" means any award of RSUs, PSUs, DSUs, Options or SARs granted under this Plan or, in the case of Options, any pre-existing stock option plan of the Company;
- (b) "**Award Agreement**" means any written agreement, contract, or other instrument or document, including an electronic communication, as may from time to time be designated by the Company as evidencing any Award granted under this Plan;
- (c) "**Board**" means the board of directors of the Company;
- (d) "**Blackout Period**" means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of publicly undisclosed confidential information pertaining to the Company;
- (e) "**Cessation Date**" means the effective date on which a Participant ceases to be an Eligible Person for any reason;
- (f) "**Change of Control**" means the occurrence of any one or more of the following events:

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

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

- (g) "**Committee**" means such committee of the Board performing functions in respect of compensation as may be determined by the Board from time to time;

- (h) **"Company"** means Centurion Minerals Ltd., a company incorporated under the *Business Corporations Act* (British Columbia), and any of its successors or assigns;
- (i) **"Consultant"** means a "Consultant" as defined in the Policy;
- (j) **"Deferred Share Unit" or "DSU"** means a right to receive on a deferred basis a payment in Shares as provided in Subsection 5.3 hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (k) **"Determination Date"** means a date determined by the Board in its sole discretion but not later than 90 days after the expiry of a Performance Cycle;
- (l) **"Director"** means a "Director" as defined in the Policy;
- (m) **"Disability"** means any disability with respect to a Participant which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Participant from:
 - (i) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
 - (ii) acting as a Director or Officer;
- (n) **"Discounted Market Price"** means "Discounted Market Price" as defined in Policy 1.1 – *Interpretation* of the TSX Venture Exchange;
- (o) **"DSU Payment Date"** has the meaning set out in Subsection 5.3.5;
- (p) **"Effective Date"** has the meaning set out in Section 8;
- (q) **"Election Form"** means the form to be completed by a Director specifying the amount of Fees he or she wishes to receive in DSUs under this Plan;
- (r) **"Eligible Person"** means a Director, Officer, Employee, Management Company Employee or Consultant of the Company or a subsidiary of the Company, or an Eligible Charitable Organization;
- (s) **"Employee"** means an "Employee" as defined in the Policy;
- (t) **"Exchange"** means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed;
- (u) **"Exchange Hold Period"** means "Exchange Hold Period" as defined in Policy 1.1 – *Interpretation* of the TSX Venture Exchange;
- (v) **"Extension Period"** has the meaning set out in Section 5.4.5;

- (w) **"Fees"** means the annual board retainer, chair fees, meeting attendance fees or any other fees payable to a Director by the Company;
- (x) **"Grant Date"** means, for any Award, the date specified in an Award Agreement as the date on which an Award is granted;
- (y) **"Incentive Securities"** means the Options, DSUs, RSUs, PSUs and SARs issuable to any Participant under this Plan or, in the case of Options, any pre-existing stock option plan of the Company;
- (z) **"Insider"** means an "Insider" as defined in Policy 1.1 – *Interpretation* of the TSX Venture Exchange;
- (aa) **"Investor Relations Activities"** means "Investor Relations Activities" as defined in Policy 1.1 – *Interpretation* of the TSX Venture Exchange;
- (bb) **"Investor Relations Service Provider"** means "Investor Relations Service Provider" as defined in the Policy;
- (cc) **"Management Company Employee"** means a "Management Company Employee" as defined in the Policy;
- (dd) **"Market Price"** of Shares at any Grant Date means the market price per Share as determined by the Board, provided that if the Company is listed on an Exchange, such price shall not be less than the market price determined in accordance with the rules of such Exchange;
- (ee) **"Officer"** means an "Officer" as defined in the Policy;
- (ff) **"Option"** means an option to purchase Shares granted pursuant to, or governed by, this Plan and any pre-existing stock option plan of the Company;
- (gg) **"Option Plan"** means the Company's Stock Option Plan dated December 10, 2010, as may be amended or restated from time to time;
- (hh) **"Participant"** means any Eligible Person to whom Awards are granted;
- (ii) **"Participant's Account"** means a notional account maintained for each Participant's participation in this Plan which will show any Incentive Securities credited to a Participant from time to time;
- (jj) **"Performance Criteria"** means criteria established by the Board which, without limitation, may include criteria based on the Participant's personal performance and/or financial performance of the Company and its Subsidiaries, and that are to

be used to determine the vesting of the PSUs;

- (kk) **"Performance Cycle"** means the applicable performance cycle of the PSUs as may be specified by the Board in the applicable Award Agreement;
- (ll) **"Performance Share Unit" or "PSU"** means a right awarded to a Participant to receive a payment in Shares as provided in Section 5.2 hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (mm) **"Person"** means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, or governmental authority or body;
- (nn) **"Restriction Period"** means the time period between the Grant Date and the Vesting Date of an Award of RSUs specified by the Board in the applicable Award Agreement, which is subject to the requirements of this Plan with respect to vesting;
- (oo) **"Restricted Share Unit" or "RSU"** means a right awarded to a Participant to receive a payment in Shares as provided in Subsection 5.1 hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (pp) **"Retirement"** means retirement from active employment with the Company or a subsidiary of the Company with the consent of an Officer;
- (qq) **"Security Based Compensation"** means "Security Based Compensation" as defined in the Policy;
- (rr) **"Security Based Compensation Plans"** has the meaning set out in Subsection 4.1.1;
- (ss) **"Stock Appreciation Right" or "SAR"** means a right awarded to a Participant to receive a payment in Shares as provided in Subsection 5.5 hereof and subject to the terms and conditions of this Plan and the applicable Award Agreement;
- (tt) **"SAR Amount"** has the meaning set out in Subsection 5.5.3;
- (uu) **"SAR Grant Price"** has the meaning set out in Subsection 5.5.2;
- (vv) **"Securities Act"** means the *Securities Act* (British Columbia), as amended from time to time;
- (ww) **"Shares"** means the common shares of the Company;
- (xx) **"Trading Day"** means any date on which the Exchange is open for trading; and
- (yy) **"Vesting Date"** means, for any Award, the date when the Award is fully vested in accordance with the provisions of this Plan and the applicable Award Agreement.

SECTION 3 ADMINISTRATION

- 3.1 BOARD TO ADMINISTER PLAN. Except as otherwise provided herein, this Plan shall be administered by the Board and the Board shall have full authority to administer this Plan, including the authority to interpret and construe any provision of this Plan and to adopt, amend and rescind such rules and regulations for administering this Plan as the Board may deem necessary in order to comply with the requirements of this Plan.
- 3.2 DELEGATION TO COMMITTEE. All of the powers exercisable hereunder by the Board may, to the extent permitted by applicable law and as determined by resolution of the Board, be delegated to and exercised by the Committee or such other committee as the Board may determine.
- 3.3 INTERPRETATION. All actions taken and all interpretations and determinations made or approved by the Board in good faith shall be final and conclusive and shall be binding on the Participants and the Company, subject to any required approval of the Exchange.
- 3.4 NO LIABILITY. No Director shall be personally liable for any action taken or determination or interpretation made or approved in good faith in connection with this Plan and the Directors shall, in addition to their rights as Directors, be fully protected, indemnified and held harmless by the Company with respect to any such action taken or determination or interpretation made. The appropriate officers of the Company are hereby authorized and empowered to do all things and execute and deliver all instruments, undertakings and applications and writings as they, in their absolute discretion, consider necessary for the implementation of this Plan and of the rules and regulations established for administering this Plan. All costs incurred in connection with this Plan shall be for the account of the Company.

SECTION 4 SHARES AVAILABLE FOR AWARDS

- 4.1 LIMITATIONS ON SHARES AVAILABLE FOR ISSUANCE.
 - 4.1.1 The maximum aggregate number of Shares issuable in respect of all Incentive Securities granted or issued under this Plan and all of the Company's other previously established or proposed Security Based Compensation plans to which these limitations apply under Exchange policies (collectively, "**Security Based Compensation Plans**"), at any point in time, shall not exceed ten percent (10%) of the total number of issued and outstanding Shares on a non-diluted basis at such point in time.
 - 4.1.2 The maximum aggregate number of Shares issuable to any one Consultant in any twelve (12) month period in respect of all Incentive Securities granted or issued under Security Based Compensation Plans shall not exceed two percent (2%) of the issued and outstanding Shares on a non-diluted basis on the Grant Date.

- 4.1.3 The maximum aggregate number of Shares issuable to any one Participant in any twelve (12) month period in respect of all Incentive Securities granted or issued under Security Based Compensation Plans shall not exceed five percent (5%) of the issued and outstanding Shares on a non-diluted basis on the Grant Date, unless the Company has obtained the requisite disinterested shareholder approval pursuant to the Policy.
 - 4.1.4 The maximum aggregate number of Shares issuable to all Insiders (as a group) at any point in time in respect of all Incentive Securities granted or issued under Security Based Compensation Plans shall not exceed ten percent (10%) of the issued and outstanding Shares on a non-diluted basis at such point in time.
 - 4.1.5 The maximum aggregate number of Shares issuable to all Insiders (as a group) in any twelve (12) month period in respect of all Incentive Securities granted or issued under Security Based Compensation Plans shall not exceed ten percent (10%) of the issued and outstanding Shares on a non-diluted basis on the Grant Date, unless the Company has obtained the requisite disinterested shareholder approval pursuant to the Policy.
 - 4.1.6 Eligible Persons who are Investor Relations Service Providers may only receive Options as Awards under this Plan if the Shares are listed on the TSX Venture Exchange at the time of issuance or grant, and the maximum aggregate number of Shares issuable to all Investor Relations Service Providers in any twelve (12) month period pursuant to the exercise of Options shall not exceed two percent (2%) of the issued and outstanding Shares on a non-diluted basis on the Grant Date.
 - 4.1.7 Eligible Persons who are Eligible Charitable Organizations may only receive Options as Awards under this Plan if the Shares are listed on the TSX Venture Exchange at the time of issuance or grant, and the maximum aggregate number of Shares issuable to all Eligible Charitable Organizations at any point in time in respect of all Incentive Securities granted or issued under Security Based Compensation Plans shall not exceed one percent (1%) of the issued and outstanding Shares on a non-diluted basis at such point in time. Notwithstanding any other provisions of this Plan, Options granted to Eligible Charitable Organizations will not be included in the other limits set out in this Section 4 or elsewhere in this Plan.
- 4.2 ACCOUNTING FOR AWARDS. The number of Shares underlying an Award, or to which such Award relates, shall be counted on the Grant Date of such Award against the aggregate number of Shares available for granting or issuing Awards under this Plan. As this Plan is a "rolling up to 10%" Security Based Compensation plan, as such term is used in the Policy, the number of Incentive Securities issuable under this Plan will replenish in an amount equal to the number of Shares issued pursuant to the exercise or vesting, as applicable, of such Incentive Securities at any point in time. Notwithstanding anything herein to the contrary, any Shares related to Awards which have been settled in cash, cancelled, surrendered, forfeited, expired or otherwise terminated without the issuance of such Shares shall be

available again for granting Awards under this Plan.

- 4.3 ADJUSTMENTS FOR SHARE SPLITS AND CONSOLIDATIONS. If the number of outstanding Shares is increased or decreased as a result of a Share split or consolidation, the Board may make appropriate adjustments, in accordance with the terms of this Plan, the policies of the Exchange, and applicable laws, to the number and price (or other basis upon which an Award is measured) of Incentive Securities credited to a Participant. Any determinations by the Board as to the required adjustments shall be made in its sole discretion and all such adjustments shall be conclusive and binding for all purposes under this Plan.
- 4.4 OTHER ADJUSTMENTS. Any adjustment, other than as noted in section 4.3, to an Award granted or issued under this Plan must be subject to the prior acceptance of the Exchange, including adjustments related to an amalgamation, merger, arrangement, reorganization, recapitalization, spin-off, dividend or other distribution. Any increase in the number of Shares underlying outstanding Awards as a result of the adjustment provisions provided in this section 4.3 or 4.4 is subject to compliance with the limits set out in section 4.1 and, if any increase in the number of Shares underlying outstanding Awards as a result of the adjustment provisions provided in section 4.3 or 4.4 would result in any limit set out in section 4.1 being exceeded, then the Company may, if determined by the Board in its sole and unfettered discretion (subject to the prior approval of the Exchanges, if applicable), make payment in cash to the Participant in lieu of increasing the number of Shares underlying outstanding Awards in order to properly reflect any diminution in value of the underlying Shares as a result of the event that triggers the adjustment.
- 4.5 VESTING REQUIREMENT. No Award granted or issued under this Plan, other than Options, may vest before the date that is one year following the date it is granted or issued. Notwithstanding this provision, subject to the approval of the Exchange with respect to Awards held by Investor Relations Service Providers, vesting may be accelerated by the Board in its sole discretion for Awards held by a Participant who dies or who ceases to be an Eligible Person under this Plan in connection with a change of control, take-over bid, reverse takeover or other similar transaction as permitted by section 4.6 of the Policy. All Options granted to Investor Relations Service Providers must vest and become exercisable in stages over a period of not less than twelve (12) months, with no more than one-quarter (1/4) of such Options vesting and becoming exercisable in any three (3) month period.
- 4.6 OPTION PLAN. As of the Effective Date, Options which are outstanding under the Option Plan shall continue to be exercisable and shall be deemed to be governed by and be subject to the terms and conditions of this Plan except to the extent that the terms of this Plan are more restrictive than the terms of the Option Plan under which such Options were originally granted, in which case the Option Plan shall govern, provided that any Options granted, issued or amended after November 23, 2021 must comply with the Policy (as at November 24, 2021).
- 4.7 RESALE RESTRICTIONS. All Incentive Securities shall be subject to any applicable resale restrictions pursuant to applicable securities laws. In addition, Incentive Securities and

Shares underlying Incentive Securities that are subject to the Exchange Hold Period pursuant to Exchange Policy 1.1 must contain a legend with the Exchange Hold Period commencing on the Grant Date, and the Award Agreement shall contain any applicable resale restriction or Exchange Hold Period.

- 4.8 BONA FIDE PARTICIPANTS. In respect of Awards granted to Employees, Consultants, Consultant Companies or Management Company Employees, the Company and the Participant is representing herein and in the applicable Award Agreement that the Participant is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or a subsidiary of the Company. The execution of an Award Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

SECTION 5. AWARDS

5.1 RESTRICTED SHARE UNITS

- 5.1.1 ELIGIBILITY AND PARTICIPATION. Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of RSUs to Eligible Persons. RSUs granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of RSUs to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan. Each RSU shall, contingent upon the lapse of any restrictions, represent one (1) Share, unless otherwise specified in the applicable Award Agreement. The number of RSUs granted pursuant to an Award and the Restriction Period in respect of such RSUs shall be specified in the applicable Award Agreement.
- 5.1.2 RESTRICTIONS. RSUs shall be subject to such restrictions as the Board, in its sole discretion, may establish in the applicable Award Agreement, which restrictions may lapse separately or in combination at such time or times and on such terms, conditions and satisfaction of objectives as the Board may, in its discretion, determine at the time an Award is granted.
- 5.1.3 VESTING. All RSUs will vest and become payable by the issuance of Shares at the end of the Restriction Period if all applicable restrictions have lapsed, as such restrictions may be specified in the Award Agreement.
- 5.1.4 CHANGE OF CONTROL. Unless otherwise determined by the Board, in the event of a Change of Control, all restrictions upon any RSUs shall lapse immediately and all such RSUs shall become fully vested in the Participant and will accrue to the Participant in accordance with Subsection 5.1.9.
- 5.1.5 DEATH. Other than as may be set forth in the applicable Award Agreement, upon the death of a Participant, any RSUs granted to such Participant which, prior to the Participant's death, have not vested, will be immediately and automatically

forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever. Any RSUs granted to such Participant which, prior to the Participant's death, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant's estate in accordance with Subsection 5.1.9 hereof.

5.1.6 TERMINATION OF EMPLOYMENT OR SERVICE.

- (a) Where a Participant's employment is terminated by the Company or a subsidiary of the Company for cause, or where a Participant's consulting agreement is terminated as a result of the Participant's breach, all RSUs granted to the Participant under this Plan will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the date of termination determined by the Board.
- (b) Where a Participant's employment is terminated by the Company or a subsidiary of the Company without cause, by voluntary termination or due to Retirement by the Participant, or where a Participant's consulting agreement is terminated for a reason other than the Participant's breach, unless the applicable Award Agreement provides otherwise and subject to the provisions below, all RSUs granted to the Participant under this Plan that have not vested will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the date of termination determined by the Board, provided, however, that any RSUs granted to such Participant which, prior to the Participant's termination without cause, voluntary termination, Retirement or breach of agreement, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Subsection 5.1.9 hereof.

5.1.7 DISABILITY. Where a Participant becomes afflicted by a Disability, all RSUs granted to the Participant under this Plan will continue to vest in accordance with the terms of such RSUs, provided, however, that no RSUs may be redeemed during a leave of absence. Where a Participant's employment or consulting agreement with the Company or a subsidiary of the Company is terminated due to Disability, unless the applicable Award Agreement provides otherwise and subject to the provisions below, all RSUs granted to the Participant under this Plan that have not vested will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the date of termination determined by the Board, provided, however, that any RSUs granted to such Participant that, prior to the Participant's termination due to Disability, had vested pursuant to term of the applicable Award Agreement will accrue to the Participant in accordance with Subsection 5.1.9 hereof.

5.1.8 CESSATION OF DIRECTORSHIP. Where, in the case of Directors, a Participant ceases

to be a Director for any reason, any RSUs granted to the Participant under this Plan that have not yet vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Cessation Date, provided, however, that any RSUs granted to such Participant which, prior to the Cessation Date for any reason, had vested pursuant to the terms of the applicable Award Agreement will accrue to the Participant in accordance with Subsection 5.1.9 hereof.

- 5.1.9 **PAYMENT OF AWARD.** As soon as practicable after each Vesting Date of an Award of RSUs, and subject to the applicable Award Agreement, the Company shall issue from treasury to the Participant, or if Subsection 5.1.5 applies, to the Participant's estate, a number of Shares equal to the number of RSUs credited to the Participant's Account that become payable on the Vesting Date. As of the Vesting Date, the RSUs in respect of which such Shares are issued shall be cancelled and no further payments shall be made to the Participant under this Plan in relation to such RSUs. Such payments shall be made entirely in Shares, unless otherwise provided for in the applicable Award Agreement.

5.2 **PERFORMANCE SHARE UNITS**

- 5.2.1 **ELIGIBILITY AND PARTICIPATION.** Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of PSUs to Eligible Persons. PSUs granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of PSUs to be credited to each Participant shall be determined by the Board, in its sole discretion, in accordance with this Plan. Each PSU shall, contingent upon the attainment of the Performance Criteria within the Performance Cycle, represent one (1) Share, unless otherwise specified in the applicable Award Agreement. The number of PSUs granted pursuant to an Award, the Performance Criteria that must be satisfied in order for the PSUs to vest and the Performance Cycle in respect of such PSUs shall be specified in the applicable Award Agreement.

- 5.2.2 **PERFORMANCE CRITERIA.** The Board will select, settle and determine the Performance Criteria (including without limitation the attainment thereof), for purposes of the vesting of the PSUs, in its sole discretion. An Award Agreement may provide the Board with the right, during a Performance Cycle or after it has ended, to revise the Performance Criteria and the Award amounts if unforeseen events (including, without limitation, changes in capitalization, an equity restructuring, an acquisition or a divestiture) occur which have a substantial effect on the financial results and which in the sole judgment of the Board make the application of the original Performance Criteria unfair or inappropriate unless a revision is made. Notices will be provided by the Company to the Exchange, if required, with respect to the foregoing.

- 5.2.3 **VESTING.** All PSUs will vest and become payable to the extent that the Performance

Criteria set forth in the Award Agreement are satisfied for the Performance Cycle, the determination of which shall be made by the Board on the Determination Date.

- 5.2.4 CHANGE OF CONTROL. Unless otherwise determined by the Board, in the event of a Change of Control, all PSUs granted to a Participant shall become fully vested in such Participant (without regard to the attainment of any Performance Criteria) and shall become payable to the Participant in accordance with Subsection 5.2.9 hereof.
- 5.2.5 DEATH. Other than as may be set forth in the applicable Award Agreement and below, upon the death of a Participant, all PSUs granted to the Participant which, prior to the Participant's death, have not vested, will immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant or his or her estate, as the case may be, shall have no right, title or interest therein whatsoever, provided, however, the Board may determine, in its sole discretion, the number of the Participant's PSUs that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The PSUs that the Board determines to have vested shall become payable in accordance with Subsection 5.2.9 hereof.
- 5.2.6 TERMINATION OF EMPLOYMENT OR SERVICE.
- (a) Where a Participant's employment is terminated by the Company or a subsidiary of the Company for cause, or where a Participant's consulting agreement is terminated as a result of the Participant's breach, all PSUs granted to the Participant under this Plan will immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the date of termination determined by the Board.
 - (b) Where a Participant's employment is terminated by the Company or a subsidiary of the Company without cause, by voluntary termination or due to Retirement by the Participant, or where a Participant's consulting agreement is terminated for a reason other than the Participant's breach, unless the applicable Award Agreement provides otherwise and subject to the provisions below, all PSUs granted to the Participant which, prior to the Participant's termination, have not vested, will immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant shall have no right, title or interest therein whatsoever as of the date of termination determined by the Board, provided, however, the Board may determine, in its sole discretion, the number of the Participant's PSUs that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The PSUs that the Board determines to have vested shall become payable in accordance with Subsection 5.2.9 hereof.

- 5.2.7 **DISABILITY.** Where a Participant becomes afflicted by a Disability, all PSUs granted to the Participant under this Plan will continue to vest in accordance with the terms of such PSUs, provided, however, that no PSUs may be redeemed during a leave of absence. Where a Participant's employment or consulting agreement with the Company or a subsidiary of the Company is terminated due to Disability, unless the applicable Award Agreement provides otherwise and subject to the provisions below, all PSUs granted to the Participant under this Plan that have not vested will immediately and automatically be forfeited and cancelled without further action and without any cost or payment, and the Participant shall have no right, title or interest therein whatsoever as of the Termination Date, provided, however, that the Board may determine, in its sole discretion, the number of the Participant's PSUs that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The PSUs that the Board determines to have vested shall become payable in accordance with Subsection 5.2.9 hereof.
- 5.2.8 **CESSATION OF DIRECTORSHIP.** Where, in the case of Directors, a Participant ceases to be a Director for any reason, any PSUs granted to the Participant under this Plan that have not yet vested will, unless the applicable Award Agreement provides otherwise and subject to the provisions below, immediately terminate without payment, be forfeited and cancelled and shall be of no further force or effect as of the Cessation Date, provided, however, that the Board may determine, in its sole discretion, the number of the Participant's PSUs that will vest based on the extent to which the applicable Performance Criteria set forth in the Award Agreement have been satisfied in that portion of the Performance Cycle that has lapsed. The PSUs that the Board determines to have vested shall become payable in accordance with Subsection 5.2.9 hereof.
- 5.2.9 **PAYMENT OF AWARD.** Subject to the applicable Award Agreement, payment to Participants in respect of vested PSUs shall be made after the Determination Date for the applicable Award and in any case within ninety (90) days after the last day of the Performance Cycle to which such Award relates. Such payments shall be made entirely in Shares, unless otherwise provided for in the applicable Award Agreement. The Company shall issue from treasury to the Participant, or if Subsection 5.2.5 applies, to the Participant's estate, a number of Shares equal to the number of PSUs that have vested. As of the Vesting Date, the PSUs in respect of which such Shares are issued shall be cancelled and no further payments shall be made to the Participant under this Plan in relation to such PSUs.
- 5.2.10 **PERFORMANCE EVALUATION; ADJUSTMENT OF GOALS.** At the time that a PSU is first issued, the Board, in the Award Agreement or in another written document, may specify whether performance will be evaluated including or excluding the effect of any of the following events that occur during the Performance Cycle or Restriction Period, as the case may be: (A) judgments entered or settlements reached in litigation; (B) the write down of assets; (C) the impact of any

reorganization or restructuring; (D) the impact of changes in tax laws, accounting principles, regulatory actions or other laws affecting reported results; (E) extraordinary non-recurring items as may be described in the Company's management's discussion and analysis of financial condition and results of operations for the applicable financial year; (F) the impact of any mergers, acquisitions, spin-offs or other divestitures; (G) foreign exchange gains and losses; and (H) other extraordinary events having a similar impact on a Participant's ability to satisfy Performance Criteria, as determined in the discretion of the Board.

- 5.2.11 ADJUSTMENT OF PERFORMANCE SHARE UNITS. The Board shall have the sole discretion to adjust the determination of the degree of attainment of the pre-established Performance Criteria or restrictions, as the case may be, as may be set out in the applicable Award Agreement governing the relevant PSU. Notwithstanding any provision herein to the contrary, the Board may not make any adjustment or take any other action with respect to any PSU that will increase the amount payable under any such PSU. The Board shall retain the sole discretion to adjust PSUs downward or to otherwise reduce the amount payable with respect to any Award of PSUs.

5.3 DEFERRED SHARE UNITS

- 5.3.1 ELIGIBILITY AND PARTICIPATION. Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of DSUs to Eligible Persons. DSUs granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of DSUs to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan. Each DSU shall, contingent upon the occurrence of the applicable vesting criteria, represent one (1) Share. The number of DSUs granted pursuant to an Award and the vesting criteria in respect of such DSUs shall be specified in the applicable Award Agreement.
- 5.3.2 ELECTION BY DIRECTORS. Each Director may elect to receive any part or all of his or her Fees in DSUs under this Plan. Elections by Participants regarding the amount of their Fees that they wish to receive in DSUs shall be made no later than 90 days after this Plan is adopted by the Board, and thereafter no later than December 31 of any given year with respect to Fees for the following year. Any Director who becomes a Participant during a fiscal year and wishes to receive an amount of his or her Fees for the remainder of that year in DSUs must make his or her election within 60 days of becoming a Director.
- 5.3.3 CALCULATION. In the case of an election by a Director, the number of DSUs to be credited to the Participant's Account shall be calculated by dividing the amount of Fees selected by an Director in the applicable Election Form by the Market Price on the Grant Date, or if more appropriate, another trading range that best represents the period for which the award was earned (subject to minimum pricing requirements

under Exchange policies). If, as a result of the foregoing calculation, a Participant shall become entitled to a fractional DSU, the Participant shall only be credited with a full number of DSUs (rounded down) and no payment or other adjustment will be made with respect to the fractional DSU.

5.3.4 CHANGE OF CONTROL. Unless otherwise determined by the Board, in the event of a Change of Control, all DSUs granted to a Participant shall become fully vested in such Participant and shall become payable to the Participant in accordance with Subsection 5.3.5 hereof.

5.3.5 PAYMENT OF AWARD. After the effective date that the Participant ceases to be an Eligible Person for any reason or any earlier vesting period(s) as may be set forth in the applicable Award Agreement, each Participant shall be entitled to receive on the DSU Payment Date that number of Shares equal to the number of DSUs credited to the Participant's Account, such Shares to be issued from treasury of the Company. The aforementioned payment will occur on the date (the "**DSU Payment Date**") that is one of two (2) dates designated by the Participant and communicated to the Company by the Participant in writing at least fifteen (15) days prior to the designated day (or such earlier date as the Participant and the Company may agree, which dates shall be no earlier than then ninetieth (90) day following the year of the Cessation Date and no later than the end of the calendar year following the year of the Cessation Date, or any earlier period in which the DSUs vested, as the case may be) and if no such notice is given, then on the first anniversary of the Cessation Date or any earlier period on which the DSUs vested, as the case may be, at the sole discretion of the Participant.

5.3.6 DEATH. Upon death of a Participant, the Participant's estate shall be entitled to receive, within 120 days after the Participant's death and at the sole discretion of the Board, such Shares that would have otherwise been payable in accordance with Subsection 5.3.5 hereof to the Participant upon such Participant ceasing to be an Eligible Person.

5.4 OPTIONS

5.4.1 ELIGIBILITY AND PARTICIPATION. Subject to the provisions of this Plan and such other terms and conditions as the Board may prescribe, the Board may, from time to time, grant Awards of Options to Eligible Persons. Options granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of Options to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan. Each vested Option shall represent the right to purchase one (1) Share in accordance with its terms and the terms of this Plan. The number of Options granted pursuant to an Award shall be specified in the applicable Award Agreement.

5.4.2 EXERCISE PRICE. The exercise price of the Options shall be determined by the Board

at the time the Option is granted. In no event shall such exercise price be lower than the Discounted Market Price if the Shares are listed on the Exchange. The Board shall not reprice any Options granted under this Plan, except in accordance with the rules and policies of the Exchange. For greater certainty, the Company will be required to obtain disinterested shareholder approval in accordance with the Policy in respect of any extension or reduction in the exercise price of Options granted to any Participant if the Participant is an Insider at the time of the proposed reduction or extension.

- 5.4.3 TIME AND CONDITIONS OF EXERCISE. The Board shall determine the time or times at which an Option may be exercised in whole or in part, provided that the term of any Option granted under this Plan shall not exceed ten years. Notwithstanding the foregoing, the term of any Option granted to an Eligible Charitable Organization shall not exceed the earlier of ten years and the 90th day following the date that the holder of the Option ceases to be an Eligible Charitable Organization. The Board shall also determine the vesting, performance and/or other conditions, if any, that must be satisfied before all or part of an Option may be exercised. Vesting provisions applied to Options granted to Participants who are Investor Relations Service Providers must be in compliance with Section 4.5.
- 5.4.4 EVIDENCE OF GRANT. All Options shall be evidenced by a written Award Agreement. The Award Agreement shall reflect the Board's determinations regarding the exercise price, time and conditions of exercise (including vesting provisions) and such additional provisions as may be specified by the Board.
- 5.4.5 EXERCISE. The exercise of any Option will be contingent upon receipt by the Company of a written notice of exercise in the manner and in the form set forth in the applicable Award Agreement, which written notice shall specify the number of Shares with respect to which the Option is being exercised, and which shall be accompanied by a cheque, bank draft or other method of cash payment as is acceptable to the Company for the full purchase price of such Shares with respect to which the Option is exercised. Certificates for such Shares shall be issued and delivered to the Participant within a reasonable time following the receipt of such notice and payment. Neither the Participants nor their legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Shares unless and until the certificates for the Shares issuable pursuant to Options under this Plan are issued to such Participants under the terms of this Plan. In the event that the expiry date of an Option falls during a Blackout Period, the expiry date of such Option shall automatically be extended to a date which is ten (10) trading days following the end of such Blackout Period (the "**Extension Period**"), subject to no cease trade order being in place under applicable securities laws; provided that if an additional Blackout Period is subsequently imposed by the Company during the Extension Period, then such Extension Period shall be deemed to commence following the end of such additional Blackout Period to enable the exercise of such Option within ten (10) trading days following the end of the last imposed Blackout Period.

- 5.4.6 CHANGE OF CONTROL. In the event of a Change of Control, each outstanding Option, to the extent that it has not otherwise become vested and exercisable, and subject to the applicable Award Agreement, shall automatically become fully and immediately vested and exercisable, without regard to any other applicable vesting requirement, subject to the Policy. For greater certainty, any acceleration of vesting of Options held by a Participant who is a Investor Relations Servicer Provider is subject to prior Exchange acceptance.
- 5.4.7 DEATH. Where a Participant shall die, any Option held by such Participant at the date of death shall be exercisable in whole or in part only by the person or persons to whom the rights of the Participant under the Option shall pass by the will of the Participant or the laws of descent and distribution for a period of 120 days after the date of death of the Participant or prior to the expiration of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option at the date of death of such Participant.
- 5.4.8 TERMINATION OF EMPLOYMENT OR SERVICE.
- (a) Where a Participant's employment is terminated by the Company or a subsidiary of the Company for cause, or where a Participant's consulting agreement is terminated as a result of the Participant's breach, no Option held by such Participant shall be exercisable from the date of termination determined by the Board.
 - (b) Where a Participant's employment is terminated by the Company or a subsidiary of the Company without cause, by voluntary termination or due to Retirement by the Participant, or where a Participant's consulting agreement is terminated for a reason other than the Participant's breach, any Option held by such Participant at such time shall remain exercisable in full at any time, and in part from time to time, for a period of 90 days after the date of termination determined by the Board (subject to any longer period set out in the applicable Award Agreement, which period shall not, in any event, exceed twelve (12) months from the date of termination determined by the Board) or prior to the expiration of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option at the date of termination determined by the Board.
 - (c) Where a Participant becomes afflicted by a Disability, all Options granted to the Participant under this Plan will continue to vest in accordance with the terms of such Options. Where a Participant's employment or consulting agreement with the Company or a subsidiary of the Company is terminated due to Disability, unless the applicable Award Agreement provides otherwise and subject to the provisions below, any Option held by such Participant shall remain exercisable for a period of 120 days after the date of termination determined by the Board (subject to any longer period set

out in the applicable Award Agreement, which period shall not, in any event, exceed twelve (12) months from the date of termination determined by the Board) or prior to the expiration of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option at the date of termination determined by the Board.

5.4.9 CESSATION OF DIRECTORSHIP. Where, in the case of Directors, a Participant ceases to be a Director for any reason, any Option held by such Participant at such time shall, subject to the applicable Award Agreement and the provisions below, remain exercisable in full at any time, and in part from time to time, for a period of 90 days after the Cessation Date (subject to any longer period set out in the applicable Award Agreement, which period shall not, in any event, exceed twelve (12) months from the Cessation Date) or prior to the expiration of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option as of the Cessation Date. Where, in the case of Directors, a Participant becomes afflicted by a Disability, all Options granted to the Participant under this Plan will continue to vest in accordance with the terms of such Options, provided that if a Participant ceases to be a Director due to Disability, subject to the applicable Award Agreement, any Option held by such Participant shall remain exercisable for a period of 120 days after the Cessation Date (subject to any longer period set out in the applicable Award Agreement, which period shall not, in any event, exceed twelve (12) months from the Cessation Date) or prior to the expiration of the Option, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the Option as of the Cessation Date.

5.5 STOCK APPRECIATION RIGHTS

5.5.1 ELIGIBILITY AND PARTICIPATION. Subject to the provisions of this Plan and such other terms and conditions as the Board may determine, the Board may, from time to time, in its discretion, grant Awards of SARs to Eligible Persons either on a stand-alone basis or in relation to any Option. SARs granted to a Participant shall be credited, as of the Grant Date, to the Participant's Account. The number of SARs to be credited to each Participant shall be determined by the Board in its sole discretion in accordance with this Plan. The number of SARs granted pursuant to an Award shall be specified in the applicable Award Agreement.

5.5.2 SAR GRANT PRICE. The exercise price of the SAR (the "**SAR Grant Price**") shall be determined by the Board at the time the SAR is granted. In no event shall the SAR Grant Price be lower than the Discounted Market Price if the Shares are listed on the Exchange. Where a SAR is granted in relation to an Option, it shall be a right in respect of the same number of Shares, and the SAR Grant Price shall be the same as the exercise price of the Option it is granted in relation to. The Board shall not reprice the SAR Grant Price of any SAR granted under this Plan, except in accordance with the rules and policies of the Exchange. For greater certainty, the Company will be required to obtain disinterested shareholder approval in accordance with the Policy in respect of any reduction in the SAR Grant Price

applicable to SARs granted to any Participant if the Participant is an Insider at the time of the proposed reduction.

5.5.3 PAYMENT.

- (a) Subject to the provisions hereof, a SAR is the right to receive a payment in Shares equal to the excess, if any, of:
 - (i) the Market Price at the date such SAR is exercised; *over*
 - (ii) the SAR Grant Price,

multiplied by the number of Shares in respect of which the SAR is being exercised (less any amount required to be withheld for taxes by applicable law) (the "**SAR Amount**").
- (b) For greater clarity, the actual number of Shares to be granted to the Participant pursuant to Subsection 5.5.3(a) shall be equal to the aggregate SAR Amount divided by the Market Price at the time of exercise.
- (c) Notwithstanding the foregoing, in the sole discretion of the Board, the Award Agreement may provide that the Company may elect to satisfy the exercise of a SAR (in whole or in part) by paying to the Participant cash in an amount equal to the SAR Amount in lieu of Shares.

5.5.4 TERMS OF SARs GRANTED IN CONNECTION WITH AN OPTION. SARs may be granted in relation to an Option either at the time of the grant of the Option or by adding the SAR to an existing Option. SARs granted in relation to an Option shall be exercisable only at the same time, by the same persons and to the same extent, that the related Option is exercisable. Upon the exercise of any SAR related to an Option, the corresponding portion of the related Option shall be surrendered to the Company and cancelled, and upon the exercise of any Option which has an accompanying SAR, the corresponding portion of the related SAR shall be surrendered to the Company and cancelled.

5.5.5 TERMS OF SARs GRANTED ON A STAND-ALONE BASIS. SARs shall be granted on such terms as shall be determined by the Board and set out in the Award Agreement (including any terms pertaining to vesting and settlement), provided the term of any SAR granted under this Plan shall not exceed ten (10) years.

5.5.6 EXERCISE. The exercise of any SAR will be contingent upon receipt by the Company of a written notice of exercise in the manner and in the form set forth in the applicable Award Agreement, which written notice shall specify the number of Shares with respect to which the SAR is being exercised. If the Participant is to receive Shares, certificates for such Shares shall be issued and delivered to the

Participant within a reasonable time following the receipt of such notice. Neither the Participant nor his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any Shares unless and until the certificates for the Shares issuable pursuant to SARs under this Plan are issued to such Participant under the terms of this Plan. In the event that the expiry date of a SAR falls during a Blackout Period, the expiry date of such SAR shall automatically be extended to the Extension Period, subject to no cease trade order being in place under applicable securities laws; provided that if an additional Blackout Period is subsequently imposed by the Company during the Extension Period, then such Extension Period shall be deemed to commence following the end of such additional Blackout Period to enable the exercise of such SAR within ten (10) trading days following the end of the last imposed Blackout Period.

5.5.7 CHANGE OF CONTROL. In the event of a Change of Control, each outstanding SAR issued to Eligible Persons, to the extent that it shall not otherwise have become vested and exercisable, and subject to the applicable Award Agreement, shall automatically become fully and immediately vested and exercisable, without regard to any otherwise applicable vesting requirement, but subject to the policies of the Exchange.

5.5.8 DEATH. Where a Participant shall die while holding a SAR, any SAR held by such Participant at the date of death shall be exercisable in whole or in part only by the person or persons to whom the rights of the Participant under the SAR shall pass by the will of the Participant or the laws of descent and distribution for a period of 120 days after the date of death of the Participant or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR at the date of death of such Participant.

5.5.9 TERMINATION OF EMPLOYMENT OR SERVICE.

(a) Where a Participant's employment is terminated by the Company or a subsidiary of the Company for cause, or where a Participant's consulting agreement is terminated as a result of the Participant's breach, no SAR held by such Participant shall be exercisable from the date of termination determined by the Board.

(b) Where a Participant's employment is terminated by the Company or a subsidiary of the Company without cause, by voluntary termination or due to Retirement by the Participant, or where a Participant's consulting agreement is terminated for a reason other than the Participant's breach, any SAR held by such Participant at such time shall remain exercisable in full at any time, and in part from time to time, for a period of 90 days after the date of termination determined by the Board (subject to any longer period set out in the applicable Award Agreement, which period shall not, in any event, exceed twelve (12) months from the date of termination determined

by the Board) or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR at the date of termination determined by the Board.

- (c) Where a Participant becomes afflicted by a Disability, all SARs granted to the Participant under this Plan will continue to vest in accordance with the terms of such SARs. Where a Participant's employment or consulting agreement with the Company or a subsidiary of the Company is terminated due to Disability, subject to the applicable Award Agreement, any SAR held by such Participant shall remain exercisable for a period of 120 days after the date of termination determined by the Board (subject to any longer period set out in the applicable Award Agreement, which period shall not, in any event, exceed twelve (12) months from the date of termination determined by the Board) or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR at the date of termination determined by the Board.

5.5.10 CESSATION OF DIRECTORSHIP. Where, in the case of Directors, a Participant ceases to be a Director for any reason, any SAR held by such Participant at such time shall, subject to the applicable Award Agreement and the provisions below, remain exercisable in full at any time, and in part from time to time, for a period of 90 days after the Cessation Date or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR as of the Cessation Date. Where, in the case of Directors, a Participant becomes afflicted by a Disability, all SARs granted to the Participant under this Plan will continue to vest in accordance with the terms of such SARs, provided that if a Participant ceases to be a Director due to Disability, subject to the applicable Award Agreement, any SAR held by such Participant shall remain exercisable for a period of 120 days after the Cessation Date or prior to the expiration of the exercise period in respect of the SAR, whichever is sooner, and then only to the extent that such Participant was entitled to exercise the SAR as of the Cessation Date.

5.6 GENERAL TERMS APPLICABLE TO AWARDS

5.6.1 FORFEITURE EVENTS. The Board will specify in an Award Agreement at the time of the Award that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events shall include, but shall not be limited to, termination of employment for cause, violation of material Company policies, fraud, breach of noncompetition, confidentiality or other restrictive covenants that may apply to the Participant or other conduct by the Participant that is detrimental to the business or reputation of the Company.

- 5.6.2 AWARDS MAY BE GRANTED SEPARATELY OR TOGETHER. Without limiting Subsection 5.5, Awards may, in the discretion of the Board, be granted either alone or in addition to, in tandem with, or in substitution for any other Award. Awards granted in addition to or in tandem with other Awards, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.
- 5.6.3 NON-TRANSFERABILITY OF AWARDS. No Award and no right under any such Award, shall be assignable, alienable, saleable, or transferable by a Participant otherwise than by will or by the laws of descent and distribution. No Award and no right under any such Award, may be pledged, alienated, attached, or otherwise encumbered, and any purported pledge, alienation, attachment, or encumbrance thereof shall be void and unenforceable against the Company. The Company does not intend to make Awards assignable or transferable, except where required by law or in certain estate proceedings described herein.
- 5.6.4 CONDITIONS AND RESTRICTIONS UPON SECURITIES SUBJECT TO AWARDS. The Board may provide that the Shares issued under an Award shall be subject to such further agreements, restrictions, conditions or limitations as the Board in its sole discretion may specify, including without limitation, conditions on vesting or transferability and forfeiture or repurchase provisions or provisions on payment of taxes arising in connection with an Award. Without limiting the foregoing, such restrictions may address the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares issued under an Award, including without limitation: (A) restrictions under an insider trading policy or pursuant to applicable law; (B) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant; (C) restrictions as to the use of a specified brokerage firm for such resales or other transfers; and (D) provisions requiring Shares to be sold on the open market or to the Company in order to satisfy tax withholding or other obligations.
- 5.6.5 SHARE CERTIFICATES. All Shares delivered under this Plan pursuant to any Award shall be subject to such stop transfer orders and other restrictions as the Board may deem advisable under this Plan or the rules, regulations, and other requirements of any securities commission, the Exchange, and any applicable securities legislation, regulations, rules, policies or orders, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.
- 5.6.6 CONFORMITY TO PLAN. In the event that an Award is granted which does not conform in all particulars with the provisions of this Plan, or purports to grant an Award on terms different from those set out in this Plan, the Award shall not be in any way void or invalidated, but the Award shall be adjusted by the Board to become, in all respects, in conformity with this Plan.

SECTION 6 AMENDMENT AND TERMINATION

6.1 **SHAREHOLDER APPROVAL OF PLAN.** This Plan is subject to annual shareholder approval in accordance with the Policy. The initial shareholder approval requirements and related matters are set out in section 8.1 of this Plan.

6.2 **AMENDMENTS AND TERMINATION OF THIS PLAN.** The Board may at any time or from time to time, in its sole and absolute discretion, amend, suspend, terminate or discontinue this Plan and may amend the terms and conditions of any Awards granted hereunder, subject to (a) any required approval of any applicable regulatory authority or Exchange, and (b) any required approval of shareholders of the Company in accordance with the Policy or applicable law. Without limitation, shareholder approval shall not be required for the following amendments:

6.2.1 amendments to fix typographical errors;

6.2.2 amendments to clarify existing provisions of the Plan that do not have the effect of altering the scope, nature and intent of such provisions; and

6.2.3 amendments that are necessary to comply with applicable law or the requirements of the Exchange.

If this Plan is terminated, Awards granted or issued prior to the date of termination shall remain outstanding and in effect in accordance with their applicable terms and conditions.

6.3 **AMENDMENTS TO AWARDS.** Subject to compliance with applicable laws and Exchange policies, the Board may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue, or terminate, any Awards theretofore granted, prospectively or retroactively. No such amendment or alteration shall be made which would impair the rights of any Participant, without such Participant's consent, under any Award theretofore granted, provided that no such consent shall be required with respect to any amendment or alteration if the Board determines in its sole discretion that such amendment or alteration either (i) is required or advisable in order for the Company, this Plan or the Award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard, or (ii) is not reasonably likely to significantly diminish the benefits provided under such Award.

SECTION 7 GENERAL PROVISIONS

7.1 **NO RIGHTS TO AWARDS.** No Eligible Person shall have any claim to be granted any Award under this Plan, or, having been selected to receive an Award under this Plan, to be selected to receive a future Award, and further there is no obligation for uniformity of treatment of Eligible Persons under this Plan. The terms and conditions of Awards need not be the same with respect to each recipient, subject to compliance with the terms of this Plan and the Policy.

7.2 WITHHOLDING. The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under this Plan the amount (in cash, Shares, other securities, or other Awards) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under this Plan and to take such other action as may be necessary in the opinion of the Company to satisfy statutory withholding obligations for the payment of such taxes. Without in any way limiting the generality of the foregoing, whenever cash is to be paid on the redemption, exercise or vesting of an Award, the Company shall have the right to deduct from all cash payments made to a Participant any taxes required by law to be withheld with respect to such payments. Whenever Shares are to be delivered on the redemption, exercise or vesting of an Award, the Company shall have the right to deduct from any other amounts payable to the Participant any taxes required by law to be withheld with respect to such delivery of Shares, or if any payment due to the Participant is not sufficient to satisfy the withholding obligation, to require the Participant to remit to the Company in cash an amount sufficient to satisfy any taxes required by law to be withheld. At the sole discretion of the Board, a Participant may be permitted to satisfy the foregoing requirement by:

7.2.1 electing to have the Company withhold from delivery Shares having a value equal to the amount of tax required to be withheld, or

7.2.2 delivering (on a form prescribed by the Company) an irrevocable direction to a securities broker approved by the Company to sell all or a portion of the Shares and to deliver to the Company from the sales proceeds an amount sufficient to pay the required withholding taxes.

For greater certainty, the application of this Section 7.2 to any payment due or transfer made under any Award or under this Plan shall not conflict with the policies of the Exchange that are in effect at the relevant time and the Company will obtain prior Exchange acceptance and/or shareholder approval of any application of this Section 7.2 if required pursuant to such policies.

7.3 NO LIMIT ON OTHER SECURITY-BASED COMPENSATION ARRANGEMENTS. Subject to compliance with the Policy and the limitations set out in Section 4.1 (to the extent such limitations apply to other security-based compensation arrangements pursuant to the Policy), nothing contained in this Plan shall prevent the Company or a subsidiary of the Company from adopting or continuing in effect other security-based compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

7.4 NO RIGHT TO EMPLOYMENT. The grant of an Award shall not constitute an employment contract nor be construed as giving a Participant the right to be retained in the employ of the Company. Further, the Company may at any time dismiss a Participant from employment, free from any liability, or any claim under this Plan, unless otherwise expressly provided in this Plan or in any Award Agreement.

7.5 NO RIGHT AS SHAREHOLDER. Neither the Participant nor any representatives of a

Participant's estate shall have any rights whatsoever as shareholders in respect of any Shares covered by such Participant's Award, until the date of issuance of a share certificate to such Participant or representatives of a Participant's estate for such Shares.

- 7.6 CURRENCY. Unless expressly stated otherwise, all dollars amounts in this Plan are in Canadian dollars.
- 7.7 GOVERNING LAW. This Plan and all of the rights and obligations arising here from shall be interpreted and applied in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 7.8 SEVERABILITY. If any provision of this Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify this Plan or any Award under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Board, materially altering the intent of this Plan or the Award, such provision shall be stricken as to such jurisdiction, Person, or Award, and the remainder of this Plan and any such Award shall remain in full force and effect.
- 7.9 NO TRUST OR FUND CREATED. Neither this Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured creditor of the Company.
- 7.10 NO FRACTIONAL SHARES. No fractional Shares shall be issued or delivered pursuant to this Plan or any Award, and the Board shall determine whether cash, or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be cancelled, terminated, or otherwise eliminated.
- 7.11 HEADINGS. Headings are given to the Sections and Subsections of this Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Plan or any provision thereof.
- 7.12 NO REPRESENTATION OR WARRANTY. The Company makes no representation or warranty as to the value of any Award granted pursuant to this Plan or as to the future value of any Shares issued pursuant to any Award.
- 7.13 NO REPRESENTATIONS OR COVENANTS WITH RESPECT TO TAX QUALIFICATION. Although the Company may, in its discretion, endeavor to (i) qualify an Award for favourable Canadian tax treatment or (ii) avoid adverse tax treatment, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on holders of Awards under this Plan.

7.14 CONFLICT WITH AWARD AGREEMENT. In the event of any inconsistency or conflict between the provisions of this Plan and an Award Agreement, the provisions of this Plan shall govern for all purposes.

7.15 COMPLIANCE WITH LAWS. The granting of Awards and the issuance of Shares under this Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or stock exchanges on which the Company is listed as may be required. The Company shall have no obligation to issue or deliver evidence of title for Shares issued under this Plan prior to:

7.15.1 obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and

7.15.2 completion of any registration or other qualification of the Shares under any applicable national or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable or at a time when any such registration or qualification is not current, has been suspended or otherwise has ceased to be effective.

The inability or impracticability of the Company to obtain or maintain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

SECTION 8 EFFECTIVE DATE OF THIS PLAN AND SHAREHOLDER APPROVAL

8.1 EFFECTIVE DATE AND SHAREHOLDER APPROVAL. This Plan shall become effective upon the date (the "**Effective Date**") of approval by the Board and will remain subject to shareholder approval and Exchange approval, provided that, if the Company grants or issues Awards under this Plan that it would not otherwise be permitted to grant under its existing Option Plan prior to the requisite shareholder approval for this Plan having been obtained, the Company must also obtain specific (and separate) shareholder approval for such grants or issuances. If shareholder approval for this Plan is obtained after the Effective Date, no right under any Award (other than an Option, which was or could have been granted under the Option Plan) that is granted or issued under this Plan prior to such shareholder approval may vest or be exercised, as applicable, before the date of the shareholders' meeting held to approve this Plan and such grants or issuances (as applicable). The requisite shareholder approvals must be obtained in accordance with the Policy and, if the requisite shareholder approvals are not obtained, this Plan and all Awards granted hereunder (other than Options, which were or could have been granted under the Option Plan), will terminate.

Approved by the Board of Directors of the Company effective June 27, 2022.

Approved by the shareholders of the Company on _____, 20____.

SCHEDULE H

INFORMATION CONCERNING SPINCO FOLLOWING THE ARRANGEMENT

See attached.

INFORMATION CONCERNING SPINCO FOLLOWING THE ARRANGEMENT

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INFORMATION CONCERNING SPINCO FOLLOWING THE ARRANGEMENT

Any capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed thereto in the body of management information circular dated June 29, 2022 to which this Schedule is attached.

CORPORATE STRUCTURE

1364565 B.C. LTD. ("**SpinCo**") was incorporated pursuant to the BCBCA on May 26, 2022 for the purposes of the Arrangement. SpinCo is currently a private company and a wholly-owned subsidiary of Centurion Minerals Ltd. (the "**Company**" or "**Centurion**"), with its registered & records office and head office located at 595 Howe St 10th floor, Vancouver, BC V6C 2T5. SpinCo does not currently have a website.

Prior to completion of the Arrangement, SpinCo will be a wholly-owned subsidiary of the Company. Upon completion of the Arrangement, SpinCo will be a reporting issuer in the provinces of British Columbia and

Alberta. After the Effective Date SpinCo will have no assets other than those transferred to it in connection with the Arrangement.

SpinCo has no subsidiaries.

DESCRIPTION OF BUSINESS OF SPINCO

SpinCo will be focused on the further development and immediate commercialization of water-soluble cannabinoid intellectual property for the cannabis beverage segment. This business focus will be achieved through the assumption of all cannabis-related assets (collectively the “**Cannabis Assets**”) noted below:

ASSETS:

1. Canada:
 - a. the amalgamation agreement dated February 11, 2021 between Centurion and HAI Beverage Inc. (“**HAI**”) as amended by the amending agreement dated March 3, 2022 (the “**HAI Definitive Agreement**”), entitling Centurion to acquire HAI, a private Canadian company, having the water-soluble cannabinoid intellectual property. The transaction contemplated by the HAI Definitive Agreement would have constituted a reverse take-over of Centurion by way of 3-cornered amalgamation, whereby Centurion would issue 30 million shares in exchange for 100% of the issued and outstanding shares and assets of a wholly-owned subsidiary of HAI holding substantially all assets of HAI (“**NewHAI**”). The transaction would have been an arm’s-length transaction and not be a related party transaction, under applicable securities rules. The prior NewHAI shareholders would have the ability to earn up to an additional 38,428,500 million shares, pro rata, upon NewHAI hitting corporate milestones related to achieving certain revenue objectives; and
 - b. the amending agreement dated March 3, 2022 (the “**HAI Amending Agreement**”), entitling Centurion to amend the original transaction described above in the HAI Definitive Agreement, and as contemplated in the Arrangement.
2. Argentina: ArgenCanna S.A. Option Agreement dated August 1, 2020, entitling Centurion to acquire a private Argentine company incorporated for the sole purpose of furthering the development of a cannabis-related business in the country of Argentina;
3. Paraguay: CannLabs S.A. Option Agreement dated August 1, 2020, entitling Centurion to acquire a private Paraguayan company incorporated for the sole purpose of furthering the development of a cannabis-related business in the country of Paraguay; and
4. Uruguay: CannaEden Asset Purchase Agreement, dated February 5th, 2020, and the amending agreements dated June 12, 2020, February 11, 2021, and October 25, 2021, entitling Centurion to

acquire a private Uruguayan group of companies incorporated for the sole purpose of furthering the development of a cannabis-related business in the country of Uruguay;

(collectively the “**Cannabis Agreements**”).

Additionally, SpinCo will assume the following cannabis related liabilities incurred by Centurion in the pursuit of the cannabis strategy:

LIABILITIES:

1. Centurion Minerals Inc. loan agreement with SpinCo for \$100,000 as settlement of direct expenses to a maximum of \$100,000, accrued by Centurion from February 12, 2021, to January 31, 2022, incurred in the furtherance of the South American cannabis strategy;
2. Monashee Medicinal MJ Inc. loan of \$20,000 dated November 25, 2020, and accrued interest of \$1,310.71 incurred between November 25, 2020 and March 3, 2022 totaling \$21,310.71;
3. Select Wines Inc. loan of \$49,825 (non-interest bearing), incurred as a result of delays in completing the originally contemplated reverse take-over of Centurion by HAI; and
4. Select Wines Inc. loan of \$11,000 (non-interest bearing), incurred to retain South American consultants for the sole purpose of furthering the HAI business.

(collectively the “**Cannabis Liabilities**”)

Centurion values the Cannabis Agreements at \$65,000, and the aggregate sum of Cannabis Liabilities is \$182,135.71 (plus the costs associated with the preparation of the SpinCo financial statements and Arrangement).

Pursuant to the Arrangement, the Company will transfer to SpinCo all of the Company's interest in the Cannabis Assets in exchange for approximately such number of SpinCo Shares equal to the number of Shares outstanding at the Share Distribution Record Date, which SpinCo Shares will be distributed to the Shareholders who hold Shares on the Share Distribution Record Date. Completion of the Arrangement is subject to the approval of the Arrangement by the Shareholders, the Court and the TSXV.

It is anticipated that the Shareholders will benefit as a result of their interest in SpinCo.

The future operating results and financial position of SpinCo cannot be predicted.

FINANCING AND AVAILABLE FUNDS

SpinCo has not undertaken any financings and has \$NIL funds as at the date of this Circular.

Centurion will initially bear all the costs of the Arrangement, including costs associated with the incorporation of SpinCo and Centurion will also initially bear the costs of the preparation of the financial statements of SpinCo for this Circular, which amounts will be added to the Cannabis Liabilities assumed by SpinCo. Upon completion of the Arrangement SpinCo and HAI intend to complete the transaction contemplated in the HAI Definitive Agreement (as amended by the HAI Amending Agreement) in a timely

manner. Thereafter, all day-to-day costs of SpinCo will be assumed by HAI. Until such time as HAI completes its transaction with SpinCo, all day-to-day costs will be borne by Centurion, pursuant to a loan agreement to be entered into by the parties (which agreement will also allow Centurion to recover costs associated with the Arrangement and other various transactions that take place after the Arrangement) (the “**Loan Agreement**”).

However, there may be circumstances where, for sound business reasons, a re-allocation of funds may be necessary, including but not limited to, an assignment of all costs related to the Arrangement, acquisition of HAI, and interim period day-to-day operation costs pursuant to the Loan Agreement.

DIVIDENDS AND OTHER DISTRIBUTIONS

SpinCo has paid no dividends since its incorporation. At the present time, SpinCo intends to retain any earnings for corporate purposes. The payment of dividends in the future will depend on the earnings and financial condition of SpinCo and on such other factors as the board of directors of SpinCo may consider appropriate. However, since SpinCo is currently in a development stage, it is unlikely that earnings, if any, will be available for the payment of dividends in the foreseeable future.

DISCLOSURE OF OUTSTANDING SECURITY DATA

Share Capital

The authorized capital of SpinCo consists of an unlimited number of common shares without par value, of which 1 SpinCo Share is outstanding and held by Centurion. All SpinCo Shares, both issued and unissued, rank equally as to dividends, voting powers and participation in assets. No shares have been issued subject to call or assessment. There are no preemptive or conversion rights, and no provision for redemption, purchase for cancellation, surrender or sinking funds. Provision as to modifications, amendments or variations of such rights or such provisions are contained in the articles of SpinCo and the BCBCA.

On completion of the Arrangement, it is anticipated that there will be 16,819,737 SpinCo Shares outstanding (which assumes that no Centurion Shares are issued from treasury prior to the Effective Date). Shareholders will own all of the outstanding SpinCo Shares on completion of the Arrangement, except any SpinCo Shares attributable to Centurion Shares held by Dissenting Shareholders who are ultimately to be paid fair value for their dissenting Centurion Shares, which shares will be retained by Centurion and dealt with as determined by the board of directors of Centurion in its discretion pursuant to the Plan of Arrangement. However, if a financing is completed following the completion of the Arrangement additional SpinCo Shares will be issued to investors and may be issued to underwriters and other agents as a finders' fee or commission, which will increase the number of SpinCo Shares outstanding and will be dilutive to Shareholders' holdings in SpinCo. In addition, warrants or other securities that entitle the holder to purchase SpinCo Shares may be issued in connection with any financing conducted by SpinCo and, if exercised, such convertible securities would further dilute Shareholders' holdings in SpinCo.

There are no outstanding convertible, exercisable or exchangeable securities of SpinCo. The directors of SpinCo do not intend to grant any incentive stock options prior to completion of the Arrangement.

Description of the Securities

SpinCo Shareholders are entitled to one vote per share at all meetings of shareholders, to receive dividends as and when declared by the directors and to receive a *pro rata* share of the assets of SpinCo available for distribution to SpinCo Shareholders in the event of liquidation, dissolution or winding-up of SpinCo. All rank *pari passu*, each with the other, as to all benefits which might accrue to the SpinCo Shareholders

CONSOLIDATED CAPITALIZATION

The following table and the notes thereto set forth the share and loan capital of SpinCo as at the dates specified therein.

Designation of Security	Authorized	Amount Outstanding as of the date of this Circular	Amount outstanding assuming completion of the Arrangement
Common Shares	unlimited	1	16,819,737 ⁽¹⁾
Other Securities	N/A	N/A	N/A

(1) This figure assumes that no securities are issued from treasury by Centurion prior to the Effective Date.

OPTIONS TO PURCHASE SECURITIES

SpinCo has not implemented an incentive stock option plan or other equity incentive plan and does not have any incentive stock options or other convertible securities outstanding at this time.

PRIOR SALES

SpinCo has not issued any SpinCo Shares except 1 SpinCo Share on incorporation which, as of the date hereof, is held by Centurion. Upon completion of the Arrangement, SpinCo expects to issue 16,819,737 SpinCo Shares to the shareholders of Centurion at a deemed issue price of \$0.01.

ESCROWED SECURITIES AND SECURITIES SUBJECT TO RESTRICTION ON TRANSFER

As at the date of this Circular, no SpinCo Shares are held in escrow or are subject to a contractual restriction on transfer.

There is currently no market through which the SpinCo Shares may be sold and, unless the SpinCo Shares are listed on a stock exchange and a sufficient trading market for the SpinCo Shares develops, shareholders may not be able to resell the SpinCo Shares. There is no assurance that the SpinCo Shares will be listed on a stock exchange or that such a trading market will develop.

PRINCIPAL SECURITYHOLDERS

To the knowledge of the directors and senior officers of SpinCo, no person, upon completion of the Arrangement, will beneficially own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of voting rights attached to each class of the then outstanding voting securities of SpinCo except as set out in the table below, which assumes that the shareholding of each individual as at the date of this Circular will not change prior to completion of the Arrangement and that 16,819,737 SpinCo Shares will be outstanding upon completion of the Arrangement (see “*Consolidated Capitalization*” above).

DIRECTORS AND OFFICERS

General

The SpinCo Board consists of:

- David Tafel; and
- Jeremy Wright.

The officers of SpinCo are:

- David Tafel; and
- Jeremy Wright.

Each of the directors and officers were appointed on May 26, 2022. The directors of SpinCo are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed.

None of the directors or officers have entered into a non-competition or non-disclosure agreement with SpinCo.

The following table provides the names, municipalities of residence, position, principal occupations and the number of voting securities that each director and officer of SpinCo beneficially owns, directly or indirectly, or exercises control over, after giving effect to the Arrangement.

Name, Position and Municipality of Residence	Principal Occupation for the Past Five Years ⁽¹⁾	SpinCo Shares Owned, or Controlled or Directed, Directly or Indirectly, Upon Completion of the Arrangement ⁽²⁾	Percentage ⁽³⁾
David G. Tafel British Columbia, Canada Director, President and CEO	President and CEO of the Company since November 7, 2008. Mr. Tafel currently also serves as CEO and Director for Portofino Resources Inc.; CEO and Director of Westmount Minerals Corp; and a Director of Gold Mountain Mining Corp. He has served as a director and officer of a number of public companies involved in the mining industry.	1,196,300 Common Shares	7.1%
Jeremy Wright British Columbia, Canada Director & CFO	Mr. Wright brings over 20 years' experience to the Company as President and CEO of Seatrend Strategy Group (April 2013 to present), is a Chartered Professional Accountant (CMA) having extensive negotiation training, and also holds a Bachelor of Arts with honours in Environmental Economics from Brock University. His experience includes: CFO of Portofino Resources Inc. (October 2016 to present) CFO (Nov 2015 to present) and Director (October 2019 to present) of Centurion Minerals Ltd. CFO and Director of Westmount Minerals Corp. (Nov 2020 to present) CFO of Alpha Cognition Inc. (August 2020 to April 2022) CFO (April 2018 to March 2021) and Director (April 2018 to March 2022) of Pontus Protein Ltd. (formerly AmWolf Capital Corp.) CFO and Director of Gold Mountain Mining Corp. (formerly Freeform Capital Partners Inc.)(April 2018 to December 2020)	1,130,619 Common Shares	6.7%

	Director of TGS eSports Inc. (July 2020 to December 2020) CFO of Avant Brands Inc. (formerly GTEC Cannabis Co.)(June 2018 to August 2019)		
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- (1) Each organization identified in this column is still carrying on business.
- (2) Assumes that the shareholding of each individual as at the date of this Circular will not change prior to completion of the Arrangement.
- (3) Assumes that 16,819,737 SpinCo Shares will be outstanding upon completion of the Arrangement (see "Consolidated Capitalization" above).

Based on the assumptions set out above, it is expected the directors and executive officers as a group, will upon completion of the Arrangement beneficially own, directly or indirectly, or exercise control or direction over an aggregate of approximately 2,326,919 SpinCo Shares representing approximately 13.83% of the issued SpinCo Shares.

None of the directors and executive officers will work full time for SpinCo. It is expected that, prior to the completion of the Arrangement, less than 5% of each individual's time is expected to be devoted to SpinCo.

The following table sets out the experience of each director and executive officer as a director or officer of reporting issuers in the five years preceding the date of this Circular:

Name of Director or Executive Officer	Reporting Issuer (or the Equivalent)	Position (Date)
David Tafel	Gold Mountain Mining Corp. (TSXV)	August 2019 – present (Director)
	Portofino Resources Inc. (TSXV)	August 2016 – present (Director)
		October 2016 – present (CEO)
	Centurion Minerals Ltd. (TSXV)	June 2008 – present (Director)
		November 2008 – present (CEO)
Jeremy Wright	Centurion Minerals Ltd. (TSXV)	November 2015 – present (CFO)
		October 2019 – present (Director)
	Portofino Resources Inc. (TSXV)	October 2016 – present (CFO)
	Alpha Cognition Inc. (TSXV)	August 2020 – April 2022
	Pontus Protein Ltd. (TSXV), formerly AmWolf Capital Corp.	April 2018 – present (Director)
	Gold Mountain Mining Corp (TSXV), formerly Freeform Capital Partners Inc.	December 2018 – December 2020
	TGS Esports (TSXV)	July 2020 – December 2020

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions or Individual Bankruptcies

Except as noted below, none of the directors or executive officers of SpinCo:

- (a) is, as at the date of this Circular, or has been, within ten years before the date of this Circular, a director, chief executive officer ("CEO") or chief financial officer ("CFO") of any company (including SpinCo) that:
 - (i) was the subject, while the director or executive officer was acting in that capacity as a director, CEO or CFO of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (an "order"); or
 - (ii) was subject to an order that was issued after the director or executive officer ceased to be a director, CEO or CFO but which resulted from an event that occurred while the proposed director was acting in the capacity as director, CEO or CFO of such company; or

Mr. Tafel was a director, and the President & CEO of; and Mr. Wright was the CFO for Centurion Minerals Ltd. ("Centurion") on December 5, 2017, when the BCSC issued a Cease Trade Order against Centurion for failure to file its audited annual financial statements for the year ended July 31, 2017. Subsequently, Centurion dismissed its auditor as it had lost confidence in the former auditors' ability to complete the audit in a timely fashion, if at all. Centurion engaged a new auditor effective February 13, 2018, and proceeded to file its audited financials on March 1, 2018, and on March 13, 2018, the interim financials for the first quarter ended October 31, 2017, were filed. The Cease Trade Order was revoked by the BCSC on May 3, 2018.

- (b) is, as at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any company (including SpinCo) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the ten years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (e) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

EXECUTIVE COMPENSATION

SpinCo has not awarded or paid, and no Named Executive Officer of SpinCo has earned or received, compensation of any kind. SpinCo does not currently have a compensatory plan, strategy or arrangement in respect of compensation. SpinCo's NEOs have not received any benefits or perquisites

Long-Term Incentive Plan

SpinCo does not have any long-term incentive plan.

Option-Based Awards Grants

SpinCo has not granted any option-based awards.

Aggregate Options Exercised and Option Values

No stock options have been granted by SpinCo.

Plans and Employment Agreements

SpinCo has no defined benefit or actuarial plans. SpinCo does not have a pension plan. SpinCo has no employment contracts. SpinCo does not have a contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of SpinCo or its subsidiaries, or a change in responsibilities of the NEO following a change in control.

Compensation of Directors

SpinCo has no arrangements, standard or otherwise, pursuant to which directors are compensated by SpinCo for their services in their capacity as directors, or for committee participation, involvement in special assignments or for services as consultant or expert during the most recently completed financial year or subsequently, up to and including the date of this Circular.

INDEBTEDNESS OF DIRECTORS, EXECUTIVE OFFICERS AND SENIOR OFFICERS

Since its incorporation and as of the date of this Circular, no director, officer or employee, or former director, officer or employee, of SpinCo, or any associate or affiliate of any such director, officer or employee, has been indebted to SpinCo, and SpinCo has not provided any guarantee, support agreement, letter of credit or other similar arrangement or understanding.

AUDIT COMMITTEE AND CORPORATE GOVERNANCE

The Audit Committee's Charter

As of the date hereof, SpinCo is still a private issuer. Upon completion of the Arrangement, SpinCo will become a reporting issuer (as defined in the Securities Act (British Columbia)). At this time, SpinCo will adopt an audit committee charter in the form of Centurion's audit committee charter and it will appoint an audit committee in compliance with National Instrument 52-110 Audit Committees.

External Auditors Service Fees (By Category)

The aggregate fees billed by SpinCo's external auditors, Manning Elliott LLP, in respect of its sole completed fiscal year are as follows:

<i>Financial Year Ending</i>	<i>Audit Fees</i>	<i>Audit Related Fees</i>	<i>Tax Fees</i>	<i>All Other Fees</i>
July 31, 2022	\$NIL	\$NIL	\$NIL	\$NIL

Exemption in Section 6.1 of NI 52-110

Upon becoming a reporting issuer, SpinCo may rely on the exemption in Section 6.1 of NI 52-110 from the requirement of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations).

CORPORATE GOVERNANCE

Independence of Members of the SpinCo Board

The SpinCo Board consists of 2 directors, none of whom are independent based upon the tests for independence set forth in NI 52-110. Both Jeremy Wright and David Tafel are officers of SpinCo. After completion of the Arrangement, when SpinCo becomes a reporting issuer, it intends to seek and appoint independent directors in accordance with 58-101 Disclosure of Corporate Governance.

Management Supervision by the SpinCo Board

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

Participation of Directors in Other Reporting Issuers

The participation of the directors in other reporting issuers is described above under the heading "Directors and Officers".

Orientation and Continuing Education

While SpinCo does not have formal orientation and training programs, new directors will be provided with:

1. information respecting the functioning of the SpinCo Board, committees and copies of SpinCo's corporate governance policies;
2. access to recent, publicly filed documents of SpinCo, and other reports; and
3. access to management.

SpinCo Board members are encouraged to communicate with management, auditors and technical consultants; to keep themselves current with industry trends and developments and changes in legislation with management's assistance; and to attend related industry seminars and visit SpinCo's operations. SpinCo Board members have full access to SpinCo's records.

Ethical Business Conduct

The SpinCo Board views good corporate governance as an integral component to the success of SpinCo and to meet responsibilities to Shareholders. The SpinCo Board has adopted a Code of Business Conduct and Ethics (the "**Code**") and has instructed its management and employees to abide by the Code. A copy of the Code will be posted on SEDAR at www.sedar.com. The SpinCo Board intends that it will review compliance with the Code on an annual basis until SpinCo has grown to a size which warrants more frequent monitoring.

The SpinCo Board, through its meetings with management and other informal discussions with management, encourages a culture of ethical business conduct and believes SpinCo's high caliber

management team promotes a culture of ethical business conduct throughout SpinCo's operations and is expected to monitor the activities of SpinCo's employees, consultants and agents in that regard.

It is a requirement of applicable corporate law that directors and senior officers who have an interest in a transaction or agreement with SpinCo promptly disclose that interest at any meeting of the SpinCo Board at which the transaction or agreement will be discussed and, in the case of directors, abstain from discussions and voting in respect to same if the interest is material. These requirements are also contained in SpinCo's Articles, which are made available to directors and senior officers of SpinCo.

Nomination of Directors

SpinCo does not have a stand-alone nomination committee. The full SpinCo Board has responsibility for identifying potential director candidates. The SpinCo Board will assess potential SpinCo Board candidates to fill perceived needs on the SpinCo Board for required skills, expertise, independence and other factors. The SpinCo Board will determine new nominees, although a formal process has not been adopted. The nominees are generally expected to be the result of recruitment efforts by the SpinCo Board members, including both formal and informal discussions among SpinCo Board members and the President and/or Chief Executive Officer. Both members of the SpinCo Board and representatives of the mining industry will be consulted for possible candidates.

Compensation of Directors and the CEO

The independent directors have responsibility for determining compensation for the directors and senior management.

To determine compensation payable, the independent directors expect to review compensation paid for directors and CEOs of companies of similar size and stage of development and determine an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of SpinCo. In setting the compensation, the independent directors expect to periodically review the performance of the CEO in light of SpinCo's objectives and considers other factors that may have impacted the success of SpinCo in achieving its objectives.

SpinCo Board Committees

As of the date hereof, SpinCo does not have any committees. Upon becoming a reporting issuer, SpinCo will appoint an audit committee.

As the directors are actively involved in the operations of SpinCo and the size of SpinCo's operations does not warrant a larger board of directors, the SpinCo Board has determined that additional standing committees are not necessary at this stage of SpinCo's development.

Assessments

The SpinCo Board does not consider that formal assessments would be useful at this stage of SpinCo's development. The SpinCo Board monitors but does not formally assess the performance of individual SpinCo Board members or committee members or their contributions.

Expectations of Management

The SpinCo Board expects management to operate the business of SpinCo in a manner that enhances shareholder value and is consistent with the highest level of integrity. Management is expected to execute SpinCo's business plan and to meet performance goals and objectives.

AGENT, SPONSOR OR ADVISOR

No agent, sponsor or advisory has been retained by SpinCo.

RISK FACTORS

An investment in companies such as SpinCo involves a significant degree of risk including, without limitation, the factors set out below.

There is no assurance that the proposed business of any of SpinCo will proceed in the manner as described above. Should the Arrangement fail to receive approval of the Shareholders at the Meeting, SpinCo will remain as wholly-owned subsidiaries of the Company. In the event that the Arrangement is completed and SpinCo does not meet the minimum listing criteria of a stock exchange, then SpinCo will remain as reporting issuers in the provinces of British Columbia and Alberta and the SpinCo Shares will not be listed on any stock exchange.

In the event that any of SpinCo is successful in pursuing its respective business plans, it will be subject to the risks normally associated with its respective industry.

Requirements for Further Financing

SpinCo presently does not have sufficient financial resources to maintain its existence or undertake all of its currently planned activities beyond completion of the Arrangement. In the event that the Arrangement is completed, in order to develop the Cannabis Assets, SpinCo will need to obtain financing, whether through debt financing, equity financing or other means. There can be no assurance that SpinCo will be able to raise the funds required or that such financing can be obtained without substantial dilution to Shareholders. Failure to obtain the required financing on a timely basis could cause SpinCo to reduce or terminate its operations.

The SpinCo Shares may not be qualified investments under the Tax Act for a Registered Plan

An application for listing of SpinCo on any stock exchange will not be made on the Effective Date. There is no assurance when, or if, the SpinCo Shares will be listed on any stock exchange. If the SpinCo Shares are not listed on a designated stock exchange in Canada before the due date for their respective first income tax return or if they do not otherwise satisfy the conditions in the Tax Act to be a "public corporation", the SpinCo Shares will not be considered to be a qualified investment for a Registered Plan from their date of issue. Where a Registered Plan acquires a SpinCo Share in circumstances where the SpinCo Shares are not a qualified investment under the Tax Act for the Registered Plan, adverse tax consequences may arise for the Registered Plan and the annuitant, beneficiary or holder under the Registered Plan, including that the Registered Plan may become subject to penalty taxes, the annuitant of such Registered Plan may be deemed to have received income therefrom or be subject to a penalty tax or, in the case of a registered education savings plan, such plan may have its tax exempt status revoked.

Limited Operating History

As a wholly-owned subsidiary of the Company, incorporated for the purpose of the Arrangement, SpinCo has a very limited history of operations and must be considered a start-up. As such, SpinCo is subject to many risks common to such enterprises, including under-capitalization, cash shortages, limitations with respect to personnel, financial and other resources and the lack of revenues. There is no assurance that SpinCo will be successful in achieving a return on shareholders' investment and the likelihood of success must be considered in light of its early stage of operations.

SpinCo has no financial resources, have not earned any revenue, has no source of operating cash flow and there is no assurance that funding will be available for further advancement of SpinCo's business. There can be no assurance that SpinCo will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in delay or indefinite postponement of development of any of SpinCo's business.

Negative Cash Flow

SpinCo has no history of earnings or cash flow from operations.

No Market for Securities

There is currently no market through which any of SpinCo securities, including the SpinCo Shares, may be sold and there is no assurance that the SpinCo Shares will be listed for trading on a stock exchange, or if listed, will provide a liquid market for such securities. Until the SpinCo Shares are listed on a stock exchange, holders of the SpinCo Shares may not be able to sell their SpinCo Shares. Even if a listing is obtained, there can be no assurance that an active public market for the SpinCo Shares will develop or be sustained after completion of the Arrangement. The holding of SpinCo Shares involves a high degree of risk and should be undertaken only by investors whose financial resources are sufficient to enable them to assume such risks and who have no need for immediate liquidity in their investment. The SpinCo Shares should not be purchased by persons who cannot afford the possibility of the loss of their entire investment.

Dividend Policy

SpinCo does not presently intend to pay cash dividends in the foreseeable future, as any earnings are expected to be retained for use in developing and expanding their respective business. However, the actual amount of dividends received from SpinCo will remain subject to the discretion of the respective boards of directors and will depend on results of operations, cash requirements and future prospects of from SpinCo and other factors.

Conflicts of Interest

The directors of SpinCo may be directors, officers or shareholders of other companies that are engaged in similar businesses to SpinCo. Such associations may give rise to conflicts of interest from time to time,

and there is no assurance that such conflicts can be resolved in the matter that is in the best interest of SpinCo.

PROMOTER

Centurion took the initiative in SpinCo's organization and, accordingly, may be considered to be the promoter of SpinCo within the meaning of applicable securities legislation. Centurion will not, at the closing of the Arrangement, beneficially own, or control or direct, directly or indirectly, any SpinCo Shares.

During the period from incorporation to and including the closing of the Arrangement, the only material thing of value which Centurion has or will receive from SpinCo is the SpinCo Shares to be issued to Centurion, which SpinCo Shares will be distributed to the Shareholders in the Arrangement.

LEGAL PROCEEDINGS

SpinCo is not a party to any outstanding legal proceedings, nor are any such proceedings contemplated.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

No director, executive officer or greater than 10% shareholder of SpinCo and no associate or affiliate of the foregoing persons has or had any material interest, direct or indirect, in any transaction in the preceding three years or in any proposed transaction which in either such case has materially affected or will materially affect SpinCo save as described herein.

INVESTOR RELATIONS ARRANGEMENTS

No written or oral agreement or understanding has been reached between SpinCo and any person to provide any promotional or investor relations services for SpinCo.

MATERIAL CONTRACTS

Except for contracts entered into in the ordinary course of business, the only material contract entered into by SpinCo since its incorporation and which can be reasonably regarded as material to SpinCo is the Arrangement Agreement between the Company and SpinCo dated June 1, 2022.

AUDITORS, REGISTRAR AND TRANSFER AGENT

The auditors of SpinCo are Manning Elliott LLP, of Vancouver, British Columbia.

The registrar and transfer agent for the Company is Endeavor Trust Corporation, 777 Hornby St #702, Vancouver, BC V6Z 1S4.

EXPERTS

The following persons or companies whose profession or business gives authority to a statement made by the person or company are named in this Circular as having prepared or certified a part of that document, report, valuation, statement or opinion described in this Circular:

1. The audited financial statements of SpinCo attached as Appendix "A" to this Schedule have been subject to audit by Manning Elliott LLP.

Based on information provided by the relevant persons, none of the aforementioned persons nor any directors, officers, employees or partners, as applicable, of each of the aforementioned companies and partnerships, has received or will receive as a result of the Arrangement a direct or indirect interest in a property of SpinCo or any associate or affiliate of SpinCo, nor is currently expected to be elected, appointed or employed as a director, officer or employee of SpinCo or any associate or affiliate of SpinCo.

Manning Elliott LLP has advised that they are independent with respect to SpinCo and Centurion within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of British Columbia.

OTHER MATERIAL FACTS

There are no other material facts relating to SpinCo, on a current or pro-forma basis, and not disclosed elsewhere in this Circular.

EXEMPTIONS

No exemption from a securities regulator or securities regulatory authority has been received by SpinCo.

FINANCIAL STATEMENT DISCLOSURE

Audited financial statements of SpinCo for the period from incorporation to May 31, 2022 are attached to this Schedule as Appendix "A".

APPENDIX "A"

Audited Financial Statements of SpinCo

See attached.

Financial Statements of

1364565 B.C. LTD.

For the period from incorporation on May 26, 2022 to May 31, 2022

(Expressed in Canadian dollars)

INDEPENDENT AUDITORS' REPORT

To the Shareholders and Directors of 1364565 B.C. LTD.

Opinion

We have audited the financial statements of 1364565 B.C. LTD. which comprise the statement of financial position as at May 31, 2022, the statements of comprehensive income, changes in equity and cash flows for the period from incorporation on May 26, 2022 to May 31, 2022, and the related notes comprising a summary of significant accounting policies and other explanatory information.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at May 31, 2022, and its financial performance and its cash flows for the period from incorporation on May 26, 2022 to May 31, 2022 in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audits of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 of the accompanying financial statements, which indicates that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Manning Elliott LLP

CHARTERED PROFESSIONAL ACCOUNTANTS
Vancouver, British Columbia

June 28, 2022

1364565 B.C. LTD.
Statement of Financial Position
As at May 31, 2022
(Expressed in Canadian dollars)

	Note	2022
		\$
ASSETS		
Current assets		
Cash		1
		1
LIABILITIES		
Current liabilities		
Accounts payable and accrued liabilities		-
		-
SHAREHOLDERS' EQUITY		
Share capital	4	1
Deficit		-
		1
		1

Nature of business and going concern (Note 1)
Subsequent event (Note 9)

Approved and authorized for issue on behalf of the Board on June 28, 2022:

"David Tafel"

Director

The accompanying notes are an integral part of these financial statements

1364565 B.C. LTD.

Statement of Comprehensive Income

For the period from incorporation on May 26, 2022 to May 31, 2022

(Expressed in Canadian dollars)

	2022
	\$
Expenses	-
Net and comprehensive income	-
Loss per share – basic and diluted	\$0.00
Weighted average number of common shares outstanding – basic and diluted	1

The accompanying notes are an integral part of these financial statements.

1364565 B.C. LTD.**Statement of Changes in Equity**

For the period from incorporation on May 26, 2022 to May 31, 2022

(Expressed in Canadian dollars)

	Common shares		Subscription s receivable	Deficit	Total
	#	\$	\$	\$	\$
Balance upon incorporation, May 26, 2022	-	-		-	-
Issuance of common shares for cash	1	1	-	-	1
Net income for the period	-	-	-	-	-
Balance, May 31, 2022	1	1	-	-	1

The accompanying notes are an integral part of these financial statements.

1364565 B.C. LTD.**Statement of Cash Flows**

For the period from incorporation on May 26, 2022 to May 31, 2022

(Expressed in Canadian dollars)

	2022
	\$
Cash provided by (used in):	
Operating activities	
Net income for the period	-
	-
Financing activities	
Shares issued for cash	1
Change in cash	1
Cash - beginning	-
Cash - ending	1
Supplemental cash flow information	
Interest paid	-
Income taxes paid	-

The accompanying notes are an integral part of these financial statements.

1364565 B.C. LTD.**Notes to the Financial Statements****For the period from incorporation on May 26, 2022 to May 31, 2022****(Expressed in Canadian dollars)**

NOTE 1 – NATURE OF BUSINESS AND GOING CONCERN

1364565 B.C. LTD. ("Be Good" or the "Company") was incorporated under the Business Corporations Act of British Columbia on May 26, 2022. The address of the Company's head office and registered office is 10th floor - 595 Howe Street, Vancouver, BC, V6C 2T5, Canada. The Company is a wholly owned subsidiary of a publicly listed company, Centurion Minerals Ltd.

The Company is currently in the process of identifying viable business opportunities.

These financial statements have been prepared on the basis of accounting principles applicable to a going concern, which presumes that the Company will realize its assets and discharge its liabilities in the normal course of business for at least the next twelve months. The Company's ability to continue as a going concern and to realize the carrying value of its assets and discharge its liabilities when due is dependent upon the discovery of economically recoverable reserves, the ability of the Company to obtain necessary financing to complete their development, and future profitable production or proceeds from the disposition of its resource property interests. The timing and availability of additional financing will be determined largely by the performance of the Company and market conditions and there is no certainty that the Company will be able to raise funds as they are required in the future. The Company has not commenced operations since incorporation or generated cash flows. These factors indicate the existence of a material uncertainty that casts significant doubt about the Company's ability to continue as a going concern.

These financial statements do not reflect adjustments that would be necessary if the going concern assumption were not appropriate. If the going concern basis was not appropriate for these financial statements, then adjustments would be necessary to reflect these financial statements on a liquidation basis which could differ from accounting principles applicable to a going concern.

In March 2020, the World Health Organization declared coronavirus COVID-19 a global pandemic. This contagious disease outbreak, which has continued to spread, and any related adverse public health developments, has adversely affected workforces, economies, and financial markets globally, potentially leading to an economic downturn. As the Company does not have current operations, the impact of the pandemic has been minimal. Management continues to monitor the situation and take the necessary precautions as deemed appropriate.

Basis of measurement and preparation

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB"). They are prepared on a historical cost basis, except for certain financial instruments classified as fair value through profit or loss which have been measured at fair value.

The financial statements of the Company for the period from incorporation to May 31, 2022 were approved and authorized for issuance by the Board of Directors on June 28, 2022.

These financial statements are presented in Canadian dollars which is the Company's functional currency.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

a. Significant accounting judgments and estimates

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, profit and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making the judgments about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and further periods if the review affects both current and future periods.

Judgements are choices in accounting policies and disclosures which management believes are supported by facts and circumstances existing at the date of the financial statements.

They are as follows:

- The provision of deferred income taxes is based on judgements in applying income tax law and estimates about timing, likelihood and reversal of temporary differences between accounting and tax basis of the assets and liabilities;
- The judgment made by management that has a significant effect on the financial statements and estimates with a significant risk of material adjustment is the going concern assumption.

b. Income (loss) per share

Basic income (loss) per share is computed by dividing the net income (loss) for the period by the weighted average number of common shares outstanding during the period. To compute diluted income (loss) per share, adjustments are made to common shares outstanding, if applicable. The weighted average number of common shares outstanding is adjusted to include the number of additional common shares that would be outstanding if, at the beginning of the period or at the time of issuance, all options and warrants were exercised. The proceeds from exercise are assumed to be used to purchase the Company's common shares at their average market price during the period. If this computation is anti-dilutive, diluted income (loss) per share is the same as basic income (loss) per share. For the periods presented, this calculation proved to be anti-dilutive.

c. Income taxes

Income tax on the profit or loss for the periods presented comprises current and deferred tax. Income tax is recognized in profit or loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity.

Current tax expense is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at period end, adjusted for amendments to tax payable with regards to previous years.

Deferred tax is recorded using liability method, providing for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The following temporary differences are not provided for: goodwill not deductible for tax purposes; the initial recognition of assets or liabilities that affect neither accounting nor taxable loss; and differences relating to investments in subsidiaries to the extent that they are unlikely to reverse in the foreseeable future. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of the underlying assets and liabilities, using tax rates enacted or substantively enacted at the statement of financial position date.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized. To the extent that the Company does not consider it more likely than not that a deferred tax asset will be recovered, it does not recognize the asset.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (continued)

d. Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made. The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the statement of financial position date, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows. When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, the receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount receivable can be measured reliably.

e. Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets – Classification

The Company classifies its financial assets in the following categories:

- Those to be measured subsequently at fair value (either through Other Comprehensive Income (“OCI”), or through profit or loss), and
- Those to be measured at amortized cost.

The classification depends on the Company’s business model for managing the financial assets and the contractual terms of the cash flows. For assets measured at fair value, gains and losses are either recorded in profit or loss or OCI.

Fair value hierarchy

The following table summarizes the fair value hierarchy under which the Company’s financial instruments are valued.

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities;

Level 2 - Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly; and

Level 3 - Inputs for the asset or liability that are not based upon observable market data.

Cash is carried at fair value using a level 1 fair value measurement.

Fair value estimates of financial instruments are made at a specific point in time, based on relevant information about financial markets and specific financial instruments. As these estimates are subjective in nature, involving uncertainties and matters of significant judgment, they cannot be determined with precision. Changes in assumptions can significantly affect estimated fair values.

Financial assets - Measurement

At initial recognition, the Company measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss (“FVTPL”), transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at FVTPL are expensed in profit or loss. Financial assets are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

Subsequent measurement of financial assets depends on their classification. There are three measurement categories under which the Company classifies its debt instruments:

- Amortized cost: Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortized cost. A gain or loss on a debt investment that is subsequently measured at amortized cost is recognized in profit or loss when the asset is derecognized or impaired. Interest income from these financial assets is included as finance income using the effective interest method.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (continued)

Notes to the Financial Statements

For the period from incorporation on May 26, 2022 to May 31, 2022

(Expressed in Canadian dollars)

e. Financial instruments (continued)

- Fair value through OCI ("FVOCI"): Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at FVOCI. Movements in the carrying amount are taken through OCI, except for the recognition of impairment gains and losses, interest revenue, and foreign exchange gains and losses which are recognized in profit or loss. When the financial asset is derecognized, the cumulative gain or loss previously recognized in OCI is reclassified from equity to profit or loss and recognized in other gains (losses). Interest income from these financial assets is included as finance income using the effective interest rate method.
- Fair value through profit or loss: Assets that do not meet the criteria for amortized cost or FVOCI are measured at FVTPL. A gain or loss on an investment that is subsequently measured at FVTPL is recognized in profit or loss and presented net as revenue in the Statement of Loss and Comprehensive Loss in the period in which it arises.

Cash is measured at FVTPL. The Company has not designated any financial assets as amortized cost and FVOCI.

Financial liabilities

The Company classifies its financial liabilities into the following categories:

- Financial liabilities at FVTPL; and
- Amortized cost.

A financial liability is classified as at FVTPL if it is classified as held-for-trading or is designated as such on initial recognition. Directly attributable transaction costs are recognized in profit or loss as incurred. The fair value changes to financial liabilities at FVTPL are presented as follows:

- the amount of change in the fair value that is attributable to changes in the credit risk of the liability is presented in OCI; and
- the remaining amount of the change in the fair value is presented in profit or loss.

The Company does not designate any financial liabilities at FVTPL or amortized cost.

Other non-derivative financial liabilities are initially measured at fair value less any directly attributable transaction costs. Subsequent to initial recognition, these liabilities are measured at amortized cost using the effective interest method.

f. Share capital

Common shares are classified as equity. Transaction costs directly attributable to the issue of common shares and common share warrants are recognized as a deduction from equity. Common shares issued for non-monetary consideration are measured based on their market value at the date the common shares are issued. The Company has adopted the residual method with respect to the measurement of common shares and warrants issued as equity units.

NOTE 3 – ACCOUNTING STANDARDS ISSUED BUT NOT YET IMPLEMENTED:

Certain new standards, interpretations and amendments to existing standards have been issued by the IASB that are mandatory for future accounting periods. There are presently no new standards, interpretations and amendments to existing standards which may have a significant impact on the Company's financial statements.

Notes to the Financial Statements

For the period from incorporation on May 26, 2022 to May 31, 2022
(Expressed in Canadian dollars)

NOTE 4 – SHARE CAPITALCommon shares

The Company's authorized capital consists of an unlimited numbers of common shares without par value. As at May 31, 2022, there was 1 issued and outstanding common share.

During the period from incorporation on May 26, 2022 to May 31, 2022:

- a) The Company issued 1 common share upon incorporation to Centurion Minerals Ltd.

NOTE 5 – RELATED PARTY TRANSACTIONS AND BALANCES

During the period from incorporation to May 31, 2022, the Company did not enter into any related party transactions or have any balances payable to or receivable from any related parties.

Key Management personnel compensation

Key management personnel consist of officers and directors of the Company. The Company has not incurred any key management compensation during the period from incorporation to May 31, 2022.

NOTE 6 – FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company's financial instruments consist of cash. The carrying value of these financial instruments approximates their fair values due to their immediate or short-term maturity.

The Company classifies the fair value of these financial instruments according to the following hierarchy based on the amount of observable inputs used to value the instrument:

Level 1 – Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions occur in sufficient frequency and volume to provide pricing information on an ongoing basis. Cash and cash equivalents is classified under Level 1.

Level 2 – Fair value measurements are those derived from inputs other than quoted prices that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (derived from prices). The Company does not have any financial instruments classified under Level 2.

Level 3 – Valuations in the level are those with inputs for the asset or liability that are not based on observable market data. The Company does not have any financial instruments classified under Level 3.

Assets measured at fair value on a recurring basis were presented on the Company's statement of financial position as follows:

	Fair Value Measurements Using			May 31, 2022
	Level 1	Level 2	Level 3	
Cash	\$ 1	–	–	\$ 1

The Company's financial instruments are exposed to the following risks:

Credit Risk

Credit risk is the risk of an unexpected loss if a customer or third party to a financial instrument fails to meet its contractual obligations. The Company's cash is held at a large Canadian financial institution in interest bearing accounts.

Liquidity Risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due.

The Company manages liquidity risk through its capital management and ensuring that sufficient financial resources to meet liabilities as they come due. As at May 31, 2022, the Company had working capital of \$1.

Notes to the Financial Statements

For the period from incorporation on May 26, 2022 to May 31, 2022

(Expressed in Canadian dollars)

NOTE 6 – FINANCIAL INSTRUMENTS AND RISK MANAGEMENT (continued)Market Risk

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, commodity and equity prices and foreign exchange rates.

Interest Rate Risk

The Company does not have any financial assets exposed to interest rate risk.

Price Risk

The Company is not exposed to price risk.

NOTE 7 – CAPITAL MANAGEMENT

The Company's capital structure consists of shareholders' equity. The Company's objective when managing capital is to maintain adequate levels of funding to support the development of its businesses and maintain the necessary corporate and administrative functions to facilitate these activities. This is done primarily through equity financing. Future financings are dependent on market conditions and there can be no assurance the Company will be able to raise funds in the future. The Company has no surplus as at May 31, 2022. There were no changes to the Company's approach to capital management during the period ended May 31, 2022. The Company is not subject to externally imposed capital requirements. The Company may raise additional debt or equity financing in the near future to meet its obligations.

NOTE 8 – INCOME TAX

In assessing deferred income tax assets, management considers whether it is probable that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment and concluding the deferred tax assets were not realized.

	2022
Canadian statutory income tax rate	27%
	\$
Income tax recovery at statutory rate	-
Effect on income taxes of:	
Change in unrecognized deferred tax assets	-
Income taxes recoverable	-

The nature and effect of the Company's deferred tax assets is as follows:

	2022
	\$
Non capital losses carried forward	-
Deferred tax assets not recognized	-
Net deferred tax asset	-

As at May 31, 2022, the Company had non-capital losses carried forward of approximately \$Nil.

NOTE 9 – SUBSEQUENT EVENT

As stated in Note 1, the Company is a wholly owned subsidiary of Centurion Minerals Ltd. (“Centurion”). Subsequent to May 31, 2022, the Board of Directors Centurion unanimously approved a statutory arrangement (the “Arrangement”) whereby Centurion will distribute 100% of its interest in the Company to its shareholders. As a result, each existing shareholder of Centurion will receive one common share of the Company for each common share held of Centurion (the “Distribution”).

Prior to Distribution, Centurion will transfer to the Company 100% of its interest in certain cannabis assets and associated liabilities, comprising of certain purchase and option agreements in Canada, Argentina, Paraguay and Uruguay, and liabilities totaling approximately \$182,000.

The purpose of the Arrangement and the related transactions is to reorganize Centurion into two separate publicly traded companies. The Arrangement and related transactions are subject to shareholder and regulatory approval.