



INFORMATION CIRCULAR

FOR THE ANNUAL GENERAL MEETING OF SHAREHOLDERS TO BE HELD WEDNESDAY, JUNE 25, 2025 AT 10:00 A.M. (PACIFIC TIME)

This Information Circular is furnished in connection with the solicitation of proxies by the management of **Cascadia Minerals Ltd.** ("Cascadia" or the "Company") for use at the Annual General Meeting (the "Meeting") of the shareholders of the Company, to be held on **June 25, 2025** for the purposes set forth in the accompanying Notice of Annual General Meeting (the "Notice of Meeting") and at any adjournment thereof. The information contained in this Information Circular is given as at **May 13, 2025** unless otherwise stated.

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Information Circular is furnished in connection with the solicitation of proxies by the management of the Company for use at the Meeting, and any adjournment thereof, at the time and place and for the purposes set forth in the Notice of Meeting. While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally, by telephone, facsimile or other electronic means, by directors, officers, employees and agents of the Company at nominal cost. The Company will bear all costs of this solicitation of proxies.

Notice and Access

The Company has elected to use the notice-and-access model provided under amendments to National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("Notice and Access") for the Meeting in respect of mailings to its registered shareholders and beneficial shareholders. Notice and Access is a cost savings initiative developed by the Canadian Securities Administrators that allows issuers to send shareholders a notice with information on how they can access an issuer's information circular electronically instead of receiving a printed copy, and how to receive a printed copy on request, resulting in the reduction of printing, distribution and mailing costs.

Registered and non-registered (beneficial) shareholders will be sent a notice package (the "Notice Package") which will include: (1) a Notice of Meeting outlining the matters to be voted upon and how to obtain a copy of the Information Circular; (2) a Form of Proxy or Voting Instruction Form ("VIF"); and (3) a National Instrument 51-102 Return Card to Opt-in to receiving the Company's interim and/or annual financial reports.

The Company has posted the Information Circular, the Company's financial statements for the year ended December 31, 2024 and the Company's Management Discussion and Analysis for the year ended December 31, 2024 online at www.sedarplus.ca under the Company's profile and at the following internet address: www.cascadiaminerals.com.

Appointment and Revocation of Proxies

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 named in the enclosed proxy (the "Management Designees") have been selected by the directors of the Company.

A Shareholder has the right to designate a person (who need not be a Shareholder), other than the Management Designees to represent the Shareholder at the Meeting. Such right may be exercised by inserting in the space provided for that purpose on the proxy the name of the person to be designated, and by deleting from the proxy the names of the Management Designees, or by completing another proper form of proxy and delivering the same to the transfer agent of the Company. Such Shareholder should notify the nominee of the appointment, obtain the nominee's consent to act as proxyholder and attend the Meeting, and provide instructions on how the Shareholder's shares are to be voted. The nominee should bring personal identification with them to the Meeting.

To be valid, the proxy must be dated and executed by the Shareholder or an attorney authorized in writing, with proof of such authorization attached (where an attorney executed the proxy). The proxy must then be delivered to the Company's registrar and transfer agent, Computershare Investor Services Inc., Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or by fax within North America to 1-866-249-7775, and outside North America to (416) 263-9524, at least 48 hours, excluding Saturdays, Sundays and holidays, before the time of the Meeting or any adjournment thereof. Proxies received after that time may be accepted by the Chairman of the Meeting in the Chairman's discretion, but the Chairman is under no obligation to accept late proxies.

Any registered Shareholder who has returned a proxy may revoke it at any time before it has been exercised. A proxy may be revoked by a registered Shareholder personally attending the Meeting and voting their shares. A Shareholder may also revoke their proxy in respect of any matter upon which a vote has not already been cast by depositing an instrument in writing, including a proxy bearing a later date executed by the registered Shareholder or by their authorized attorney in writing, or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized, either at the office of the Company's registrar and transfer agent at the foregoing address or the head office of the Company, at c/o **Cascadia Minerals Ltd., Suite 1500 – 409 Granville Street, Vancouver, British Columbia, V6C 1T2, Attention: Graham Downs, President and Chief Executive Officer**, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof at which the proxy is to be used, or by depositing the instrument in writing with the Chairman of such Meeting, or any adjournment thereof. Only registered Shareholders have the right to revoke a proxy. Non-registered Shareholders who wish to change their vote must, at least seven days before the Meeting, arrange for their respective nominees to revoke the proxy on their behalf.

Voting of Shares and Exercise of Discretion of Proxies

Voting at the Meeting will be by a show of hands, each registered Shareholder and each proxyholder (representing a registered or unregistered Shareholder) having one vote, unless a poll is required or requested, whereupon each such Shareholder and proxyholder is entitled to one vote for each Common Share held or represented, respectively. Each Shareholder may instruct their proxyholder how to vote their Common Shares by completing the blanks on the proxy. All Common Shares represented at the Meeting by properly executed proxies will be voted or withheld from voting when a poll is required or requested and, where a choice with respect to any matter to be acted upon has been specified in the form of proxy, the Common Shares represented by the proxy will be voted in accordance with such specification. **In the absence of any such specification as to voting on the proxy, the Management Designees, if named as proxyholder, will vote in favour of the matters set out therein.**

The enclosed proxy confers discretionary authority upon the Management Designees, or other person named as proxyholder, with respect to amendments to or variations of matters identified in the Notice of Meeting and any other matters which may properly come before the Meeting. As of the date hereof, the Company is not aware of any amendments to, variations of or other matters which may come before the Meeting. If other matters properly come before the Meeting, then the Management Designees intend to vote in a manner which in their judgment is in the best interests of the Company.

In order to approve a motion proposed at the Meeting, a majority of greater than 50% of the votes cast will be required (an "ordinary resolution").

Advice to Beneficial Holders of Common Shares

Only registered holders of common shares of the Company or the persons they validly appoint as their proxies are permitted to vote at the Meeting. However, in many cases, common shares beneficially owned by a person (a "Non-Registered Holder") are registered either: (i) in the name of an intermediary (an "Intermediary") (including banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIAs, RESPs and similar plans) that the Non-Registered Holder deals with in respect of the shares, or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant.

Distribution to NOBOs

In accordance with the requirements of the Canadian Securities Administrators and National Instrument 54-101 Communication with Beneficial Owners of Securities of a Reporting Issuer ("NI 54-101"), the Company will have caused its agent to distribute copies of the Notice Package directly to those Non-Registered Holders who have provided instructions to an Intermediary that such Non-Registered Holder does not object to the Intermediary disclosing ownership information about the beneficial owner ("Non-Objecting Beneficial Owner" or "NOBO"). As a result, NOBOs can expect to receive a Voting Instruction Form ("VIF"), together with the Notice of Meeting and other documents in the Notice Package, from our transfer agent, Computershare. These VIFs are to be completed and returned to Computershare in the envelope provided or by facsimile. In addition, Computershare provides both telephone voting and internet voting services as described in the VIF. In that regard, Computershare is required to follow the voting instructions properly received from NOBOs. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs they receive. **NOBOs should carefully follow the instructions of Computershare, including those regarding when and where the completed VIFs are to be returned to Computershare.**

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

By choosing to send meeting materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the VIF enclosed with mailings to NOBOs. Please carefully review the instructions on the VIF for completion and deposit.

NOBOs that wish to change their vote must, in sufficient time in advance of the Meeting, arrange with their respective Intermediaries to change their vote and if necessary revoke their proxy in accordance with the revocation procedures set out above.

Distribution to OBOs

In addition, the Company will have caused its agent to deliver copies of the Notice Package to the clearing agencies and Intermediaries for onward distribution to those non-registered shareholders who have provided instructions to an Intermediary that the beneficial owner objects to the Intermediary disclosing ownership information about the beneficial owner ("Objecting Beneficial Owner" or "OBO"). Management does not intend to pay for Intermediaries to forward proxy-related materials to OBOs and OBOs will not receive the materials unless the OBO's Intermediary assumes the cost of delivery.

Intermediaries are required to forward the Notice Package to each OBO unless such OBO has waived his or her right to receive them. Intermediaries often use service companies such as Broadridge Proxy Services to forward the Notice Packages to OBOs. With those Notice Packages, Intermediaries or their service companies should provide OBOs with a "request for voting instruction form" which, when properly completed and signed by such OBO and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow. The purpose of this procedure is to permit OBOs to direct the voting of the shares that

they beneficially own. In either case, the purpose of this procedure is to permit the OBO to direct the voting of the shares he or she beneficially owns.

OBOs should carefully follow the instructions of their Intermediary, including those regarding when and where the completed request for voting instructions is to be delivered.

OBOs that wish to change their vote must, in sufficient time in advance of the Meeting, arrange with their respective Intermediaries to change their vote and if necessary revoke their proxy in accordance with the revocation procedures set out above.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

A. Voting Securities

On May 13, 2025, there were 70,903,481 common shares of the Company issued and outstanding, each share carrying the right to one vote. At a general meeting of the Company, on a show of hands, every shareholder present in person shall have one vote and, on a poll, every shareholder shall have one vote for each share of which he or she is the holder.

B. Record Date

Only shareholders of record at the close of business on May 13, 2025, who either personally attend the Meeting or who complete and deliver an instrument of proxy in the manner and subject to the provisions set out under the heading "Appointment and Revocation of Proxies" will be entitled to have his or her shares voted at the Meeting or any adjournment thereof.

C. Principal Holders

To the knowledge of the directors and executive officers of the Company, only the following beneficially own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company:

Name of Shareholder	Number of Shares	Percentage of Issued and Outstanding Shares
Hecla Mining Company	7,830,512	11.04%

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

Other than as disclosed elsewhere in this Information Circular, none of the directors or executive officers of the Company, no proposed nominee for election as a director of the Company, none of the persons who has been directors or executive officers of the Company since the commencement of the Company's last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

STATEMENT OF EXECUTIVE COMPENSATION

A. General Provisions

For the purposes of this Information Circular:

"CEO" of the Company means an individual who acted as Chief Executive Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

"CFO" of the Company means an individual who acted as Chief Financial Officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

"closing-market price" means the price at which the Company's security was last sold, on the applicable date:

- (a) in the security's principal marketplace in Canada; or
- (b) if the security is not listed or quoted on a marketplace in Canada, in the security's principal marketplace;

"company" includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

"equity incentive plan" means an incentive plan, or portion of an incentive plan, under which awards are granted and that falls within the scope of IFRS 2 *Share-based Payment*;

"external management company" includes a subsidiary, affiliate or associate of the external management company;

"grant date" means a date determined for financial statement reporting purposes under IFRS 2 *Share-based Payment*;

"incentive plan" means any plan providing compensation that depends on achieving certain performance goals or similar conditions within a specified period;

"incentive plan award" means compensation awarded, earned, paid or payable under an incentive plan;

"NEO" or "named executive officer" means each of the following individuals:

- (a) a CEO;
- (b) a CFO;
- (c) each of the Company's three most highly compensated executive officers, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year;

"non-equity incentive plan" means an incentive plan or portion of an incentive plan that is not an equity incentive plan;

"option-based award" means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features;

"plan" includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, securities, similar instruments or any other property may be received, whether for one or more persons;

"replacement grant" means an option that a reasonable person would consider to be granted in relation to a prior or potential cancellation of an option;

"repricing" means, in relation to an option, adjusting or amending the exercise or base price of the option, but excludes any adjustment or amendment that equally affects all holders of the class of securities underlying the option and occurs through the operation of a formula or mechanism in, or applicable to, the option;

“share-based award” means an award under an equity incentive plan of equity-based instruments that do not have option-like features, including, for greater certainty, common shares, restricted shares, restricted share units, deferred share units, phantom shares, phantom share units, common share equivalent units, and stock.

B. Compensation Discussion and Analysis

COMPENSATION PROGRAM OBJECTIVES

The Company’s compensation policies and programs are designed to be competitive with similar junior resource exploration companies and to recognize and reward executive performance consistent with the success of the Company. These policies and programs are intended to attract and retain capable and experienced people. The Company’s Corporate Governance and Compensation Committee’s role and philosophy is to ensure that the Company’s goals and objectives, as applied to the actual compensation paid to the Company’s President and Chief Executive Officer and other executive officers, are aligned with the Company’s overall business objectives and with shareholders’ interests.

In addition to informal industry comparatives from publicly available information, the Corporate Governance and Compensation Committee considers a variety of factors when determining both compensation policies and programs and individual compensation levels. These factors include the long-range interests of the Company and its shareholders, overall financial and operating performance of the Company, and the Corporate Governance and Compensation Committee’s assessment of each executive’s individual performance and contribution toward meeting corporate objectives. Performance is also recognized through the Company’s incentive stock option plan.

ROLE OF EXECUTIVE OFFICERS IN DETERMINING COMPENSATION

The Corporate Governance and Compensation Committee reviews and recommends compensation policies and programs to the Company, as well as salary and benefit levels for the Company’s executives. The Company’s President and Chief Executive Officer may not be present during meetings of the Corporate Governance and Compensation Committee at which their compensation is being discussed. The Board of Directors makes the final determination regarding the Company’s compensation programs and practice.

ELEMENTS OF THE COMPENSATION PROGRAM FOR FISCAL YEAR 2024

The total compensation plan for the NEOs is comprised of three components: base salary or consulting fees, stock options and restricted share units (“RSUs”). There is no policy or target regarding cash and non-cash elements of the Company’s compensation program. The Corporate Governance and Compensation Committee annually reviews the total compensation of the Company’s executives against the backdrop of the compensation goals and objectives described above and makes recommendations to the Board of Directors concerning the individual components of the executives’ compensation.

SALARIES AND CONSULTING FEES

As a junior exploration resource company with no ongoing cash flow or revenues from production, the Company pays salaries and establishes consulting fees to its executive officers at levels that are considered to be consistent with industry standards and in keeping with the Company’s available resources.

STOCK OPTIONS AND OTHER NON-CASH COMPENSATION

The Company has an Omnibus Equity Incentive Plan (the “Omnibus Incentive Plan”) in place for the granting of stock options and other non-cash compensation to the Directors, Officers, Employees and Consultants of the Company. The purpose of granting such compensation is to assist the Company in compensating, attracting, retaining and motivating such persons and to closely align the personal interest of such persons to that of the Company’s shareholders, having regard to the fact that the Company has no ongoing cash flow or revenue from production and, as a result, there are limited funds available for the payment of salaries or consulting fees. The allocation of options and other non-cash compensation under the Omnibus Incentive Plan determined by the Corporate Governance and Compensation Committee which, in determining such allocations, considers such

factors as previous grants to individuals, overall Company performance, share price, the role and performance of the individual in question, the amount of time directed to the Company's affairs and time expended in serving on the Company's committees.

RISK CONSIDERATIONS

The Corporate Governance and Compensation Committee reviews from time to time and at least once annually, the risks, if any, associated with the Company's compensation policies and practices at such time. Such a review occurred at the time of preparation of this Compensation Discussion and Analysis. Implicit in the Corporate Governance and Compensation Committee's mandate is that the Company's policies and practices respecting compensation, including those applicable to the Company's executives, be designed in a manner which is in the best interests of the Company and its shareholders, and risk implications is one of many considerations which are taken into account in such design.

It is anticipated that a portion (set at a level consistent with its industry peers) of the Company's executive compensation will consist of options granted under the Omnibus Incentive Plan. Such compensation is both "long term" and "at risk" and, accordingly, is directly linked to the achievement of long term value creation. As the benefits of such compensation, if any, are not realized by the executives until a significant period of time has passed, the ability of executives to take inappropriate or excessive risks that are beneficial to them from the standpoint of their compensation at the expense of the Company and its shareholders is extremely limited.

Salaries comprise the remaining portion of an executive's total compensation. While salaries are not "long term" or "at risk", as noted above, these components of compensation represent only part of total potential compensation, and the Company's ability to continue to pay these salaries is directly dependent upon its continued ability to operate. As a result, it is unlikely that an executive would take inappropriate or excessive risks at the expense of the Company and its shareholders when these actions might compromise his or her salary and might put his or her long-term compensation at risk.

Due to the relatively small size of the Company, and the current level of the Company's activity, the Board and the Corporate Governance and Compensation Committee are able to closely monitor and consider any risks which may be associated with the Company's compensation policies and practices. Risks, if any, may be identified and mitigated through regular Board meetings, during which financial and other information pertaining to the Company will be reviewed, which review will include executive compensation. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

There are no policies in place pursuant to which an NEO or director is permitted to purchase financial instruments including, for greater certainty, prepaid variable forward contracts, equity swaps, collars or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by an NEO or director.

C. Summary Compensation Table

Graham Downs, the Company's CEO and Jasmine Lau, the Company's CFO, are the NEOs of the Company for the purposes of the following disclosure. The compensation for the NEOs, directly or indirectly, for the Company's most recently-completed financial year is as follows:

TABLE OF COMPENSATION EXCLUDING COMPENSATION SECURITIES							
Name and Position	Year	Salary, consulting fee, retainer or commission, (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Graham Downs CEO	2024	195,000	Nil	Nil	N/A	N/A	195,000
	2023	213,097	Nil	Nil	N/A	N/A	213,097
Jasmine Lau CFO	2024	N/A	N/A	N/A	N/A	66,000 ⁽¹⁾	66,000
	2023	N/A	N/A	N/A	N/A	96,974 ⁽¹⁾	96,974
Andrew Carne Vice-President, Corporate Development	2024	168,000	Nil	N/A	N/A	N/A	168,000
	2023	168,740	Nil	N/A	N/A	N/A	168,740
Adam Coulter Vice-President, Exploration ⁽²⁾	2024	168,000	Nil	N/A	N/A	N/A	168,000
	2023	170,478	Nil	N/A	N/A	N/A	170,478

(1) Amounts were granted/paid to Red Fern Consulting Ltd., of which Jasmine Lau, the CFO, is an associate.

(2) Adam Coulter resigned from the Company effective March 8, 2025.

All compensation amounts awarded, earned, paid or payable are reflected in Canadian Dollars, which is the functional/reporting currency of the Company.

D. Incentive Plan Awards

As disclosed above, the Company has the Omnibus Incentive Plan in place for the purpose of attracting and motivating Directors, Officers, Employees and Consultants of the Company and advancing the interests of the Company by affording such persons the opportunity to acquire an equity interest in the Company through rights granted under the Omnibus Incentive Plan to purchase shares of the Company. A copy of the Omnibus Incentive Plan will be available for review at the Meeting.

Options are granted from time to time under the Omnibus Incentive Plan as determined by the Board of Directors upon recommendation from the Corporate Governance and Compensation Committee, including options granted to executive officers. Previous grants of options under the Omnibus Incentive Plan are taken into account when the granting of new options is being considered.

OUTSTANDING SHARE-BASED AWARDS AND OPTION-BASED AWARDS

The following table discloses the particulars of all awards for each NEO outstanding at the end of the Company's financial year ended **December 31, 2024**:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options ⁽⁴⁾ (\$)	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 (\$)
Graham Downs	150,000 125,000	0.22 0.20	May 15, 2029 August 10, 2028	Nil Nil	50,000	5,250	N/A
Andrew Carne	150,000 125,000	0.22 0.20	May 15, 2029 August 10, 2028	Nil Nil	66,667	7,000	N/A
Adam Coulter ⁽¹⁾	150,000 125,000	0.22 0.20	May 15, 2029 August 10, 2028	Nil Nil	66,667	7,000	N/A

(1) Adam Coulter resigned from the Company effective March 8, 2025

INCENTIVE PLAN AWARDS – VALUE VESTED OR EARNED DURING THE YEAR

The following table summarizes the value of each incentive plan award vested or earned by each NEO during the financial year ended **December 31, 2024**:

Name	Option-based awards – Value vested during the year (\$) ⁽¹⁾	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year ⁽²⁾ (\$)
Graham Downs	25,342	7,292	N/A
Andrew Carne	25,342	9,722	N/A
Adam Coulter ⁽³⁾	25,342	9,722	N/A

(1) “In-the-money options” means the excess of the market value of the Company’s shares on December 31, 2024 over the exercise price of the options. The last trading price of the Company’s shares on the TSX Venture Exchange on December 31, 2024, being the last day the Company’s shares traded on the TSX Venture Exchange in 2024, was \$0.1050.

(2) “Value vested during the year” means the aggregate dollar value that would have been realized if the options under the option-based award had been exercised on the vesting date. This amount is calculated by determining the difference between the market price of the underlying securities at exercise and the exercise or base price of the options under the option-based award on the vesting date.

(3) Mr. Coulter resigned from the Company effective March 8, 2025.

OPTION REPRICINGS

There were no re-pricings of stock options granted under the Omnibus Incentive Plan during the financial year ended **December 31, 2024**.

E. Pension Plan Benefits

The Company has no defined benefit plans that provide for payments or benefits to any NEO at, following or in connection with retirement.

The Company also does not have any defined contribution or deferred compensation plans relating to any NEO.

F. Termination and Change of Control Benefits

The Company has not provided compensation, monetary or otherwise, during the most recently completed financial year, to any person who now or previously has acted as an NEO of the Company, in connection with or related to the retirement, termination or resignation of such person, and the Company has provided no compensation to any such person as a result of a change of control of the Company. The Company is not party to any compensation plan or arrangement with an NEO resulting from the resignation, retirement or termination of employment of any such person.

Pursuant to the Company's employment agreement with NEO Graham Downs, in the event his employment is terminated by the Company at any time without cause, he will receive severance in the amount of 18 months' salary. This employment agreement also provides that, in the event there is a change of control of the Company leading to an "event of termination" as defined in said employment agreement, Mr. Downs will receive severance in the amount of 24 months' salary.

Pursuant to the Company's employment agreement with NEO Andrew Carne, in the event the employment of either is terminated by the Company at any time without cause, he will receive severance in the amount of 12 months' salary. These employment agreements also provide that, in the event there is a change of control of the Company leading to an "event of termination" as defined in said employment agreements, Mr. Carne will receive severance in the amount of 24 months' salary.

G. Director Compensation

The following table discloses all amounts of compensation provided by the Company to its directors who are not NEOs for the financial year ended **December 31, 2024**:

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$) ⁽⁶⁾	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Robert Carne	9,000	Nil	25,342	Nil	Nil	Nil	34,342
James Gray	9,000	Nil	20,924	Nil	Nil	Nil	29,924
Maureen Upton	5,000	Nil	20,924	Nil	Nil	Nil	25,924
Bruce Youngman	5,000	Nil	20,924	Nil	Nil	Nil	25,924
James Sabala	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Kurt Allen	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Other than as set forth in the foregoing, no director of the Company who is not an NEO has received, during the most recently completed financial year, compensation pursuant to:

- (a) any standard arrangement for the compensation of directors for their services in their capacity as directors, including any additional amounts payable for committee participation or special assignments;
- (b) any other arrangement, in addition to, or in lieu of, any standard arrangement, for the compensation of directors in their capacity as directors; or
- (c) any arrangement for the compensation of directors for services as consultants or experts.

The Company has no pension plan or other arrangement for non-cash compensation for its directors who are not NEOs, except incentive stock options. During the Company's completed financial year ended **December 31, 2024**, the following options were granted to directors who are not NEOs.

Name	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date
Robert Carne	150,000	0.22	May 15, 2029
James Gray	125,000	0.22	May 15, 2029
Maureen Upton	125,000	0.22	May 15, 2029
Bruce Youngman	125,000	0.22	May 15, 2029
James Sabala	Nil	N/A	N/A
Kurt Allen	Nil	N/A	N/A

The following table summarizes the value of each incentive plan award vested or earned by each non NEO director during the financial year ended **December 31, 2024**:

Name	Option-based awards – Value vested during the year (\$) ⁽¹⁾	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year ⁽²⁾ (\$)
Robert Carne	25,342	N/A	N/A
James Gray	20,924	N/A	N/A
Maureen Upton	20,924	N/A	N/A
Bruce Youngman	20,924	N/A	N/A
James Sabala	Nil	N/A	N/A
Kurt Allen	Nil	N/A	N/A

(1) “In-the-money options” means the excess of the market value of the Company’s shares on December 31, 2024 over the exercise price of the options. The last trading price of the Company’s shares on the TSX Venture Exchange on December 31, 2024, being the last day the Company’s shares traded on the TSX Venture Exchange in 2024, was \$0.1050.

(2) “Value vested during the year” means the aggregate dollar value that would have been realized if the options under the option-based award had been exercised on the vesting date. This amount is calculated by determining the difference between the market price of the underlying securities at exercise and the exercise or base price of the options under the option-based award on the vesting date.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth details of the Company’s compensation plans under which equity securities of the Company were authorized for issuance at the end of the Company’s financial year ended **December 31, 2023**.

Plan Category	Number of securities to be issued upon exercise of outstanding incentive stock options and restricted share units	Weighted-average exercise price of outstanding incentive stock options	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by securityholders	2,963,334	\$0.21	4,172,014
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
Total	2,963,334	\$0.21	4,172,014

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No executive officer, director, employee, former executive officer, former director, former employee, proposed nominee for election as a director, or associate of any such person has been indebted to the Company or its subsidiaries at any time since the commencement of the Company's last completed financial year. No guarantee, support agreement, letter of credit or other similar arrangement or understanding has been provided by the Company or its subsidiaries at any time since the beginning of the most recently completed financial year with respect to any indebtedness of any such person.

MANAGEMENT CONTRACTS

Pursuant to the terms of an employment agreement dated July 7, 2023, the Company engaged its President and Chief Executive Officer Graham Downs to act in those capacities. Remuneration under that agreement is \$195,000 per annum.

Pursuant to the terms of an employment agreement dated July 7, 2023, the Company engaged its Vice-President, Corporate Development Andrew Carne to act in that capacity. Remuneration under that agreement is \$168,000 per annum.

CORPORATE GOVERNANCE

Pursuant to National Policy 58-101 – Disclosure of Corporate Governance Practices (“NP 58-101”) the Company is required to and hereby discloses its corporate governance practices as follows:

1. Board of Directors

The Board of Directors of the Company facilitates its exercising of independent supervision over the Company's management through meetings of the Board, both with and without members of the Company's management (including members of management that are also directors) being in attendance.

James Gray, Maureen Upton, Bruce Youngman and Paul West-Sells are “independent” directors in that each is independent and free from any interest, and any business or other relationship which could reasonably be perceived to materially interfere with the director's ability to act with the best interests of the Company, other than interests and relationships arising from shareholdings. Kurt Allen and James Sabala are not independent by virtue of their relationship with Hecla Mining.

Graham Downs and Robert Carne are members of management and/or provide services to the Company for which they are compensated and are therefore not independent. Robert Carne will not be standing for re-election as director at the Meeting.

The mandate of the Board, as prescribed by the *Business Corporations Act (British Columbia)*, is to manage or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company's affairs directly and through its committees.

2. Directorships

Certain of the directors of the Company are presently a director in one or more other reporting issuers, as follows:

Director	Other Issuers
Graham Downs	Arcus Development Group Inc.
Bruce Youngman	Rockhaven Resources Ltd. Strategic Metals Ltd. Silver Range Resources Ltd. Pacific Ridge Explorations Ltd.
James Gray	Arcus Development Group Inc.
James Sabala	Dolly Varden Silver Corporation Thunder Mountain Gold Inc.
Paul West-Sells	Surge Copper Corp.

3. **Orientation and Continuing Education**

Each new director brings a different skill set and professional background, and with this information, the Board is able to determine what orientation to the nature and operations of the Company's business will be necessary and relevant to each new director. The Company provides continuing education for its directors as such need arises and encourages open discussion at all meetings which format encourages learning by the directors.

4. **Ethical Business Conduct**

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 objectives and goals.

In addition, the Board must comply with conflict of interest provisions in Canadian corporate law, including relevant securities regulatory instruments, in order to ensure directors exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest.

5. **Nomination of Directors**

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

6. **Compensation**

The Company has a Corporate Governance and Compensation Committee, the current members of which are Bruce Youngman, James Gray and Maureen Upton. This Committee administers the Company's compensation program, the objectives of which are:

- (a) to attract and retain qualified and experienced executives to drive the continued development of the Company and its current and future mineral exploration assets, thereby creating shareholder value; and
- (b) to provide executives with appropriate compensation and incentives so as to encourage the development of the Company.

7. Other Board Committees

The Company also has a Technical Committee to advise on matters pertaining to the Company's mineral property interests, the current members of which are Robert Carne, Ed Cope, Bill Wengzynowski, Kurt Allen and Adam Coulter.

8. Assessments

The Board will annually review its own performance and effectiveness as well as review annually the Audit Committee Charter and recommend revisions to the Board as necessary. Neither the Company nor the Board has determined formal means or methods to regularly assess the Board, its committees or the individual directors with respect to their effectiveness and contributions. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of an individual director are informally monitored by the other Board members, having in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

The Company feels its corporate governance practices are appropriate and effective for the Company, given its relatively small size and limited operations. The Company's method of corporate governance allows for the Company to operate efficiently, with simple checks and balances that control and monitor management and corporate functions without excessive administrative burden.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

National Instrument 52-110 of the Canadian Securities Administrators ("NI 52-110") requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth in the following.

A. Audit Committee Charter

The Company's audit committee is governed by an audit committee charter, the text of which is attached as Schedule "A" to this Information Circular.

B. Composition of the Audit Committee

The Company's audit committee consists of three directors, James Gray, Maureen Upton and James Sabala. As defined in NI 52-110. James Gray and Maureen Upton are independent. James Sabala is not independent by virtue of his relationship with Hecla Mining.

A member of the audit committee is "independent" if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the view of the Company's board of directors, reasonably interfere with the exercise of the member's independent judgment.

C. Relevant Education and Experience

NI 52-110 provides that a member of the audit committee is considered to be "financially literate" if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexities of the issues that can reasonably be expected to be raised by the Company.

All of the members of the Company's audit committee are considered to be "financially literate", as that term is defined in NI 52-110.

James Gray is the managing partner of De Visser Gray LLP located in Vancouver, B.C. Mr. Gray practices as a personal and corporate tax analyst and has extensive experience in accounting and audit engagements involving junior resource issuers and not-for-profit organizations. Mr. Gray is also his firm's representative on the CPABC's Public Company Technical Forum, which liaises with and advises senior staff of the B.C. Securities Commission.

Maureen Upton is an expert in environmental, social and governance (“ESG”) practices, working for over 20 years with multinational mining corporations and financial institutions on ESG strategy, implementation and measurement. Since 2017 she has been a member of Women Corporate Directors, the world’s largest membership organization of women corporate board directors. She continues to advise executive management on ESG strategies, and is an independent director for the exchange-traded funds (ETFs) of Janus Henderson Investors. In addition to her ESG consulting, she has served as Sustainability Advisor to the World Gold Council, Director of Public Affairs and Communications at Newmont Mining Corporation and Principal Consultant for Sustainability and Economics at SRK Consulting. She holds both an MBA in Finance and a Master of International Affairs in Economic Policy from Columbia University.

James Sabala is an experienced mining professional. Over his 40-year career, Mr. Sabala has held positions of Senior Vice-President and Chief Financial Officer of Hecla Mining Company, Executive Vice-President and Chief Financial Officer of Coeur d’Alene Mines Corporation, as well as the Vice-President – Chief Financial Officer of Stillwater Mining Company. Mr. Sabala also serves as a Director of Dolly Varden Silver and Thunder Mountain Gold and has previously served as a Director of Arch Coal and Coeur d’Alene Mines Corporation. Mr. Sabala graduated from the University of Idaho with a B.S. Business, Summa Cum Laude in 1978.

The board of directors believes that the audit committee members have the relevant education and experience to comply with NI 52-110.

Since the commencement of the Company’s most recently completed financial year, the Company’s Board of Directors has not failed to adopt a recommendation of the audit committee to nominate or compensate an external auditor.

Since the effective date of NI 52-110, the Company has not relied on the exemptions contained in sections 2.4 or 8 of NI 52-110. Section 2.4 provides an exemption from the requirement that the audit committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the fiscal year in which the non-audit services were provided. Section 8 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

The audit committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Company’s Board of Directors, and where applicable the audit committee, on a case-by-case basis.

D. External Auditor Service Fees

In the following table, “audit fees” are fees billed by the Company’s external auditor for services provided in auditing the Company’s annual financial statements for the subject year. “Audit-related fees” are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements. “Tax fees” are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. “All other fees” are fees billed by the auditor for products and services not included in the foregoing categories.

The fees paid or accrued by the Company to its auditors in each of the last two fiscal years for audit fees are as follows:

Financial Year Ending	Audit Fees⁽¹⁾	Audit Related Fees⁽²⁾	Tax Fees⁽³⁾	All Other Fees⁽⁴⁾
December 31, 2024	\$63,147	N/A	N/A	N/A
December 31, 2023	\$47,978	N/A	N/A	N/A

(1) “Audit Fees” include fees necessary to perform the annual audit and quarterly reviews of the Company’s financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation such as comfort letters, consents, reviews of securities filings and statutory audits. The fees listed above are representative of audit services for the respective fiscal year.

- (2) “Audit Related Fees” include services that are traditionally performed by the auditor. These audit related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) “Tax Fees” include fees for all tax services other than those included in “Audit Fees” and “Audit Related Fees”. This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice include assistance with tax audits and appeals, tax advice related to mergers and acquisitions and requests for rulings or technical advice from tax authorities.
- (4) “All Other Fees” include all other non-audit services.

E. Exemption

The Company is relying on the exemption provided by section 6.1 of NI 52-110 which provides that the Company, as a venture issuer, is not required to comply with Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

PARTICULARS OF MATTERS TO BE ACTED UPON

A. Election of Directors

Management intends to propose for adoption an ordinary resolution that the number of directors of the Company be fixed at seven (7). Mr. Carne will not be standing for re-election as a director of the Meeting.

Each director of the Company is elected annually and holds office until the next Annual General Meeting of the shareholders unless that person ceases to be a director before then. In the absence of instructions to the contrary, the shares represented by proxy will, on a poll, be voted for the nominees herein listed. **Management does not contemplate that any of the nominees will be unable to serve as a director.**

The following table sets out the names of the persons to be nominated for election as directors, the positions and offices which they presently hold with the Company, their respective principal occupations and the number of shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is exercised, as of the date of this Information Circular:

Name of Nominee, Residence and Present Positions Held	Principal Occupation	Director Since	Number of Shares Beneficially Owned or Controlled
Graham Downs British Columbia, Canada President, Chief Executive Officer and Director	President and Chief Executive Officer of Cascadia Minerals Ltd.	March 23, 2023	598,832
Bruce A. Youngman⁽²⁾ British Columbia, Canada Director	Director of each of Strategic Metals Ltd., Rockhaven Resources Ltd., Silver Range Resources Ltd., Pacific Ridge Explorations Ltd. and Cascadia Minerals Ltd.	June 14, 2023	138,000
James Gray^{(2) (3)} British Columbia, Canada Director	Chartered Professional Accountant; Managing Partner of De Visser Gray LLP	June 14, 2023	160,000
Maureen Upton^{(2) (3)} Colorado, U.S.A. Director	Principal, Maureen Upton Ltd.	June 14, 2023	Nil
James Sabala⁽³⁾ Idaho, U.S.A. Director	Retired Businessman; Director of Thunder Mountain Gold, Inc. and Dolly Varden Silver Corporation; former CFO and Senior VP of Hecla Mining Company	July 7, 2023	Nil

Kurt Allen⁽¹⁾ Washington, U.S.A. Director	Vice-President Exploration for Hecla Mining Company	July 7, 2023	Nil
Paul West-Sells British Columbia, Canada Proposed Director	Director of Surge Copper Corp.; Adjunct Professor, Materials Engineering, at University of British Columbia; former President and Chief Executive Officer of Western Copper and Gold Corporation.	N/A	Nil

- (1) Denotes member of the Technical Committee.
(2) Denotes member of the Corporate Governance and Compensation Committee.
(3) Denotes member of the Audit Committee.

The terms of office of those nominees who are presently Directors will expire as of the date of the Meeting. All of the Directors who are elected at the Meeting will have their term of office expire at the next Annual General Meeting of the Company.

No proposed director of the Company is, or within the 10 years before the date of this Information Circular has been, a director or executive officer of any company that, while that person was acting in that capacity:

- (a) was the subject of a cease trade or similar order or an order that denied the company access to any exemption under securities legislation, for a period of more than 30 consecutive days;
- (b) was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or
- (c) 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.

No proposed director of the Company has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

The above information was provided by management of the Company.

B. Appointment of Auditors

Management proposes that Davidson & Company LLP, Chartered Professional Accountants, of Vancouver, British Columbia be reappointed Auditors of the Company for the ensuing year at a remuneration to be negotiated between the Auditors and the Directors.

Directors' Recommendation

Management has determined that the reappointment of Davidson & Company LLP as Auditors of the Company for the ensuing year at a remuneration to be negotiated between the Auditor and the Directors is in the best interests of the Company and its shareholders and unanimously recommends that shareholders vote in favour of the ordinary resolution in respect of same.

Shareholder Approval

As disclosed above, the reappointment of Auditors at a remuneration to be negotiated between the Auditors and the Directors is subject to the Company receiving shareholder approval therefor.

The form of resolution to be placed before shareholders at the Meeting is as follows:

“Be it resolved that, as an ordinary resolution, with or without amendment:

1. the reappointment of Davidson & Company LLP as Auditors of the Company for the ensuing year, at a remuneration to be negotiated between the Auditors and the Directors, is hereby approved, ratified and confirmed.
2. The board of directors of the Company is authorized to perform such further acts and execute such further documentation as may be required to give effect to the foregoing.”

The persons named in the form of Proxy, if named as proxy, intend to vote such Proxy in favour of the resolution to approve the reappointment of Auditors at a remuneration to be negotiated between the Auditors and the Directors, unless a shareholder has specified in its Proxy that its common shares are to be withheld in respect of such resolution. If no choice is specified by the shareholder to vote for or to withhold in respect of the resolution referred to above, the persons whose names are printed in the enclosed form of Proxy intend to vote in favour of the resolution.

C. Renewal of Omnibus Equity Incentive Plan

At the Meeting, shareholders will be asked to consider and, if thought advisable, to pass an ordinary resolution approving the renewal of the Company’s Omnibus Incentive Plan. The terms of the Omnibus Incentive Plan specifically address the current Policies of the Exchange applicable to Equity Compensation Plans. The purpose of the Omnibus Incentive Plan will be to assist the Company in attracting, retaining and motivating directors, officers, employees and consultants to the Company and to closely align the personal interests of such directors, officers, employees and consultants with the interests of the Company and its shareholders. Options and other non-cash compensation granted under the Omnibus Incentive Plan will be non-assignable and may be granted for a term not exceeding that permitted by the Exchange (currently ten years). A summary of the material aspects of the Omnibus Incentive Plan is as follows:

Cascadia Omnibus Equity Incentive Plan

The Omnibus Incentive Plan authorizes the Cascadia Board to issue a variety of equity-based awards that provide different types of incentives to be granted to Cascadia’s directors, officers, employees and consultants. The following discussion is qualified in its entirety by the text of the Omnibus Incentive Plan. Unless otherwise specified, all capitalized terms used in the following summary have the same meanings as those given to such terms in the Omnibus Incentive Plan.

Administration. The Omnibus Incentive Plan is administered by the Cascadia Board, subject to the Cascadia Board’s power to delegate such administrative duties and powers as it may seem fit, from time to time. The Cascadia Board, or any committee that receives delegated authority to administer the Omnibus Incentive Plan from the Cascadia Board is referred to herein as the “**Committee**”. The Committee may further delegate certain duties to one or more of its members in accordance with applicable corporate law and as it deems advisable. In connection with its administrative role, the Cascadia Board may make, amend and repeal at any time and from time to time such policies not inconsistent with the Omnibus Incentive Plan as it may deem necessary or advisable for the proper administration of the plan. Cascadia’s administration of the Omnibus Incentive Plan will be consistent with the policies and rules of the TSXV and will comply with such other stock exchanges on which the Cascadia Shares may be listed from time to time.

Eligibility Under the Plan. Pursuant to the Omnibus Incentive Plan, Awards may be granted to:

- (a) a director of Cascadia or any of its subsidiaries;
- (b) an officer of Cascadia or any of its subsidiaries;
- (c) an employee of Cascadia or any of its subsidiaries, which is (i) an individual that is considered an employee of Cascadia or any of its subsidiaries under the Income Tax Act (Canada); (ii) an individual who works full-time for Cascadia or any of its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by Cascadia over the details and methods of work as an employee of Cascadia, but for whom income tax deductions are not made at source; (iii) an individual who works for Cascadia or any of its subsidiaries on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by Cascadia over the details and methods of work as an employee of Cascadia, but for whom income tax deductions are not made at source;
- (d) a management company employee, which is an individual employed by a person providing management services to Cascadia, which is required for the ongoing successful operation of the business enterprise of Cascadia; and
- (e) a consultant to Cascadia or any of its subsidiaries, which is an individual (or a corporation or partnership of which the individual is an employee, shareholder or partner), other than an employee, officer, management company employee or a director of Cascadia, that (i) is engaged to provide on a bona fide basis, consulting, technical, management or other services to Cascadia or any of its subsidiaries, other than services provided in relation to a distribution; (ii) provides the services under a written contract between Cascadia or a subsidiary of Cascadia and the individual or the consultant company; (iii) in the reasonable opinion of Cascadia, spends or will spend a significant amount of time and attention on the affairs and business of Cascadia or its subsidiaries; and (iv) has a relationship with Cascadia or a subsidiary of Cascadia that enables the individual to be knowledgeable about the business and affairs of Cascadia,

all of the foregoing collectively referred to as “**Participants**”. Subject to certain restrictions, Cascadia may also issue Awards to a registered retirement savings plan or registered retirement income fund established and controlled by a Participant or a company that is wholly owned by an individual Participant.

Cascadia Shares Issuable Under the Plan. The Omnibus Incentive Plan provides that the maximum number of Cascadia Shares that may be reserved and available for issuance under the Plan and all of Cascadia’s other equity incentive plans or compensation arrangements in existence from time to time on and after the effective date of the Omnibus Incentive Plan, will be 10% of the total issued and outstanding Cascadia Shares from time to time. If any Award expires, is cancelled, otherwise terminated for any reason without having been exercised in full, or is settled in cash, the number of Cascadia Shares in respect of which such Award was not exercised will again be available for issuance under the Omnibus Incentive Plan.

Restrictions on Award Grants. The Committee has the power to determine, in its sole discretion, those Participants to whom Awards are to be awarded. The following restrictions apply to grants under the Omnibus Incentive Plan.

- (a) Unless Cascadia receives Disinterested Shareholder Approval:
 - (i) the maximum aggregate number of Cascadia Shares that are issuable under all share compensation arrangements of Cascadia granted or issued in any 12-month period to any one person must not exceed 5% of the Cascadia Shares issued and outstanding calculated at the time of grant;
 - (ii) the maximum aggregate number of Cascadia Shares which may be issued under share compensation arrangements of Cascadia granted or issued to Insiders as a group must not exceed 10% of the Cascadia Shares issued and outstanding at any point in time; and

- (iii) the maximum aggregate number of Cascadia Shares that are issuable under all share compensation arrangements of Cascadia granted or issued in any 12-month period to Insiders as a group must not exceed 10% of the Cascadia Shares issued and outstanding calculated at the time of grant.
- (b) The maximum aggregate number of Cascadia Shares that are issuable under all share compensation arrangements of Cascadia granted or issued in a 12-month period to any one Consultant must not exceed 2% of the Cascadia Shares issued and outstanding calculated at the time of grant.
- (c) The maximum aggregate number of Cascadia Shares that are issuable under all share compensation arrangements of Cascadia granted or issued in a 12-month period to all persons retained to provide Investor Relations Activities must not exceed 2% of the Cascadia Shares issued and outstanding calculated at the time of grant.
- (d) Persons retained to provide Investor Relations Activities to Cascadia may only be granted Options under the Omnibus Incentive Plan.

Types of Awards. Awards of stock options, restricted share units, performance share units, deferred share units and stock appreciation rights may be made under the Omnibus Incentive Plan. All of the awards described below are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined by the Committee, in its sole discretion. Awards are subject to limitations set out in the Omnibus Incentive Plan, and by the TSXV and will generally be evidenced by an Award Agreement. In addition, subject to the limitations provided in the Omnibus Incentive Plan and in accordance with applicable law and TSXV requirements, the Committee may accelerate or defer the vesting or payment of Awards, cancel or modify outstanding awards, and waive any condition imposed with respect to Awards.

Options. A stock option (“**Option**”) entitles a holder thereof to purchase a prescribed number of treasury Cascadia Shares at an exercise price set at the time of the grant. The Committee will establish the exercise price at the time each Option is granted, which exercise price must in all cases be not less than the Market Price (as defined in TSXV Policy 1.1 – *Interpretation*) of the Cascadia Shares. Subject to any accelerated termination as set forth in the Omnibus Incentive Plan, each Option expires on its respective expiry date. The Committee will have the authority to determine the vesting terms (which may include performance goals) applicable to grants of Options, subject to the restrictions in the Omnibus Incentive Plan relating to Options granted to providers of Investor Relations Activities. Once an Option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option in accordance with the Award Agreement and the Omnibus Incentive Plan. No Option will be exercisable later than the tenth anniversary of the date of its grant, except where the expiry date of any Option would occur in a blackout period or within five days after the end of a blackout period, in which case the expiry date will be automatically extended to the tenth business day following the last day of the blackout period.

The Omnibus Incentive Plan allows Option holders to elect to exercise vested Options on a cashless basis, if, at the time, Cascadia has engaged a brokerage firm to facilitate cashless exercises. Cashless exercise is a process whereby the selected brokerage firm will loan money to the exercising Option holder to exercise the applicable Options and then sell a sufficient number of the Cascadia Shares underlying the exercised Options in order to repay the loan made to the exercising Option holder.

Restricted Share Units. A restricted share unit (“**RSU**”) is a unit equivalent in value to a Cascadia Share which entitles the holder to receive (subject to adjustment in certain circumstance) one Cascadia Share (or the value thereof) for each RSU after a specified vesting period. The Committee may, from time to time, subject to the provisions of the Omnibus Incentive Plan and such other terms and conditions as the Committee may prescribe, grant RSUs to Participants not engaged in Investor Relations Activities. The Committee shall have the authority to determine any vesting terms applicable to the grant of RSUs (which may include performance goals), provided no RSUs may vest before the date that is one year following the date of grant and after the date that is three years following the date of grant and that, if applicable, the vesting terms comply with Section 409A of the U.S. Internal Revenue Code of 1986 (the “**Code**”).

Upon settlement, for each RSU, holders will receive (a) one fully paid and non-assessable Cascadia Share in respect of each vested RSU, (b) a cash payment or (c) a combination of Cascadia Shares and cash, in each case as determined by the Committee. Any such cash payments made by Cascadia shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Fair Market Value per Cascadia Share as at the settlement date.

Performance Share Units. A performance share unit (“PSU”) is a unit equivalent in value to a Cascadia Share which entitles the holder to receive (subject to adjustment in certain circumstance) one Cascadia Share (or the value thereof) for each PSU after specific performance-based vesting criteria determined by the Committee, in its sole discretion, have been satisfied. The performance goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the termination of a participant’s employment and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Committee and by the other terms and conditions of any PSU, all as set forth in the applicable Award Agreement. The Committee may, from time to time, subject to the provisions of the Omnibus Incentive Plan and such other terms and conditions as the Committee may prescribe, grant PSUs to Participants not engaged in Investor Relations Activities.

The Committee shall have the authority to determine any vesting terms applicable to the grant of PSUs provided no PSUs may vest before the date that is one year following the date of grant and after the date that is three years following the date of grant and that, if applicable, the vesting terms comply with Section 409A of the Code. Upon settlement, holders will receive (a) one fully paid and non-assessable Cascadia Share in respect of each vested PSU, (b) a cash payment, or (c) a combination of Cascadia Shares and cash, in each case as determined by the Committee. Any such cash payments made by Cascadia to a participant shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Fair Market Value per Cascadia Share as at the settlement date.

Deferred Share Units. A deferred share unit (“DSU”) is a unit equivalent in value to a Cascadia Share which entitles the holder to receive (subject to adjustment in certain circumstances) one Cascadia Share (or the value thereof) for each DSU at a future date. The Committee may, from time to time, subject to the provisions of the Omnibus Incentive Plan and such other terms and conditions as the Committee may prescribe, grant DSUs to Participants not engaged in Investor Relations Activities.

The Committee shall have the authority to determine any vesting terms applicable to the grant of DSUs provided no DSUs may vest before the date that is one year following the date of grant and that, if applicable, the vesting terms comply with Section 409A of the Code. Upon settlement, holders will receive (a) one fully paid and non-assessable Cascadia Share in respect of each vested DSU, (b) a cash payment, or (c) a combination of Cascadia Shares and cash, in each case as determined by the Committee. Any such cash payments made by Cascadia to a participant shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Fair Market Value per Cascadia Share as at the settlement date.

Stock Appreciation Rights. A stock appreciation right (“SAR”) entitles the recipient to receive, upon settlement of the SAR, the increase in the Fair Market Value of a specified number of Cascadia Shares from the date of the grant of the SAR to the date of exercise (payable in Cascadia Shares, cash or a combination of both at the discretion of the Committee). The Committee may, from time to time, subject to the provisions of the Omnibus Incentive Plan and such other terms and conditions as the Committee may grant SARs to any Participants not engaged in Investor Relations Activities. The Committee will establish the grant price of a SAR at the time each SAR is granted, which grant price must in all cases be not less than the Market Price (as defined in TSXV Policy 1.1 – *Interpretation*) of the Cascadia Shares. The Committee shall have the authority to determine any vesting terms applicable to the grant of SARs (which may include performance goals), provided no SARs may vest before the date that is one year following the date of grant and that, if applicable, the vesting terms comply with Section 409A of the Code.

Dividend Equivalents. At the discretion of the Committee, awards of RSUs, PSUs, DSUs and SARs may be credited with dividend equivalents in the form of cash, Cascadia Shares or additional RSUs, PSUs, DSUs, or SARs as applicable. If awarded, dividend equivalents shall vest in proportion to, and settle in the same manner as, the awards to which they relate. Dividend equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. For clarity, any dividend equivalents granted shall be included in calculating the limits prescribed by the Omnibus Incentive Plan and shall reduce the applicable pool of Cascadia Shares available for

issuance under the compensation arrangements of Cascadia. If Cascadia does not have a sufficient number of available Cascadia Shares under the Omnibus Incentive Plan to grant such dividend equivalents, Cascadia shall make such dividend payment in cash.

Blackout Periods. If an Award expires during, or within five business days after, a blackout period imposed by Cascadia, then, notwithstanding any other provision of the Omnibus Incentive Plan, the Award shall expire 10 business days after the blackout period is lifted by Cascadia. The Omnibus Incentive Plan contains certain requirements applicable to eligible blackout periods including that the automatic extension of an Award will not be permitted where the participant or Cascadia is subject to a cease trade order (or similar order under applicable securities laws) in respect of Cascadia's securities.

Transferability. Awards granted under the Omnibus Incentive Plan are non-transferable and non-assignable, except as specifically provided under the Omnibus Incentive Plan in the event of the death or disability of a Participant, to a Participant's RRSP or RRIF if the Participant is the sole beneficiary of the RRSP or RRIF, or to wholly-owned or controlled entities of an individual Participant.

Effect of Death, Disability or Incapacity of Participant. If a Participant dies or becomes Incapacitated during the term of an Award, or suffers a Disability and, as a result, their employment, term of office or engagement with Cascadia is terminated:

- (a) any Awards held by the Participant that are not yet vested at the Termination Date shall continue to vest in accordance with their terms;
- (b) any Awards held by the Participant that are subject to a Performance Goal shall be deemed to have been satisfied upon completion of the Performance Period;
- (c) the executor, liquidator or administrator of the Participant's estate may exercise Options or other exercisable Awards of the Participant that become exercisable prior to the termination of such Awards;
- (d) any RSUs, DSUs, PSUs or SARs held by the Participant that have vested or vest prior to their termination and do not otherwise have exercise requirements, shall be paid to the Participant, executor, liquidator or administrator of the Participant's estate;
- (e) the right to exercise or be paid for an Award terminates on the earlier of:
- (f) the date that is 12 months after the Termination Date;
- (g) the date on which the particular Award expires or terminates; and
- (h) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, the last day of the same calendar year as the Participant's Separation from Service.

Retirement. If a Participant voluntarily Retires then:

- (a) any Awards held by the Participant that are not yet vested at the Termination Date shall continue to vest in accordance with their terms;
- (b) the Participant or, if applicable, the executor, liquidator or administrator of the Participant's estate may exercise Options or other exercisable Awards of the Participant that become exercisable prior to the termination of such Awards;
- (c) any RSUs, DSUs, PSUs or SARs held by the Participant that have vested or vest, and do not otherwise have exercise requirements, shall be paid to the Participant or, if applicable, the executor, liquidator or administrator of the Participant's estate;
- (d) the right to exercise or be paid for an Award terminates on the earlier of:
 - (i) the date that is 12 months after the Termination Date;

- (ii) the date on which the particular Award expires or terminates; and
- (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, to the extent necessary to comply with section 409A of the Code, the last day of the same calendar year as the Participant's Separation from Service.

Termination of Awards. Except as explicitly provided otherwise in a Participant's employment agreement and subject to the discretion of the Cascadia Board to determine otherwise:

- (a) if a Participant's employment, term of office or engagement terminates for just Cause:
 - (i) any vested but unexercised Options or other exercisable Awards held by the Participant at the Termination Date will be immediately cancelled and forfeited to Cascadia on the Termination Date;
 - (ii) any other Awards held by the Participant that are not yet vested or payable by Cascadia at the Termination Date will be immediately cancelled and forfeited to Cascadia on the Termination Date; and
 - (iii) any remaining Awards held by the Participant that have vested and become payable by Cascadia before the Termination Date shall be paid to the Participant.
- (b) where a Participant's employment or term of office or engagement terminates for any reason other than for Cause, death or disability:
 - (i) any Options or other Awards held by the Participant that are exercisable at the Termination Date continue to be exercisable by the Participant until the earlier of:
 - (A) the date that is 90 days after the Termination Date;
 - (B) the date on which the exercise period of the particular Award expires; and
 - (C) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, the last day of the same calendar year as the Participant's Separation from Service,
 - (D) any RSU, DSU, PSU or SAR held by the Participant that have vested or vest prior to their termination, and do not otherwise have exercise requirements, shall be paid to the Participant in accordance with the terms of the Omnibus Incentive Plan and Award Agreement; and
- (c) any Award held by the Participant that are not yet vested at the Termination Date immediately expire and are cancelled and forfeited to Cascadia on the Termination Date.

Where a Participant's employment or term of office or engagement is terminated for any reason, other than for Cause, during the 24 months following a Change in Control, any unvested Awards as at the date of such termination shall be deemed to have vested as at the date of such termination and shall become payable or exercisable as at the date of termination.

Adjustment. The Omnibus Incentive Plan contains provisions for the adjustment in the number of Cascadia Shares subject to the Omnibus Incentive Plan and issuable upon the exercise of Awards, and the other applicable terms and conditions thereof in the event of any reorganization, recapitalization, separation, stock dividend, extraordinary dividend, stock split, reverse stock split, amalgamations, mergers, plans of arrangement, Change of Control (as defined in the Omnibus Incentive Plan) transactions, take-over bid transactions or events which the Cascadia Board determines affects the Cascadia Shares such that an adjustment is appropriate to prevent dilution or enlargement of the rights of persons eligible to receive Awards under the Omnibus Incentive Plan.

In the event of a Change of Control transaction, the Cascadia Board shall have the discretion to (a) to amend, abridge or eliminate any vesting terms of an Award so that it may be exercised or settled in whole or in part, conditionally or otherwise, by the Participant prior to the completion of the Change of Control transaction and, if determined appropriate by the Cascadia Board, any such Award not exercised or otherwise settled at the effective

time or record date (as applicable) of such Change of Control will be deemed to have expired, or (b) unilaterally determine that all outstanding Awards shall be cancelled upon a Change of Control, and that the value of such Awards, as determined by the Cascadia Board, shall be paid out in cash in an amount based on the Change of Control Price within a reasonable time subsequent to the Change of Control, all subject to the approval of the TSXV.

Notwithstanding the foregoing, if the Cascadia Board determines in good faith that the Awards will be honoured or assumed following a Change of Control, or new rights substituted therefore that are substantially equivalent, then no cancellation, acceleration of vesting, lapsing of restrictions or payments of an Award shall occur.

Tax Withholding. It is the responsibility of the Participant to ensure that they adhere to tax legislation in their jurisdiction regarding the reporting of benefits derived from the exercise or settlement of an Award. Pursuant to the Omnibus Incentive Plan, Cascadia may implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law.

Termination of, and Amendments to, the Omnibus Incentive Plan. The Cascadia Board may at any time, and from time to time, and without Shareholder approval, suspend or terminate the Omnibus Incentive Plan, or amend the Omnibus Incentive Plan to fix typographical errors or to clarify the existing provisions of the Omnibus Incentive Plan that do not substantively alter the scope, nature and intent of the provisions. Except as described below, any other amendment shall require the approval of the TSXV. Notwithstanding the foregoing and any TSXV approval to an amendment, Cascadia may not amend the Omnibus Incentive Plan or grant any Awards in the following circumstances without disinterested shareholder approval:

- (a) making any individual Award grant that would result in the maximum aggregate number of Cascadia Shares issued under the Awards granted or issued to Insiders (as a group) to exceed 10% of the issued Cascadia Shares;
- (b) any individual Award grant that would result in the grant to Insiders (as a group), within a twelve (12) month period, of an aggregate number of Cascadia Shares exceeding ten percent (10%) of the issued Cascadia Shares, calculated on the date an Award is granted to any Insider;
- (c) any individual Award grant that would result in the number of Cascadia Shares issued to any individual in any twelve (12) month period under the Omnibus Incentive Plan exceeding five percent (5%) of the issued Cascadia Shares; and
- (d) any reduction in the exercise price of an Option or SAR, or the extension of the term of an Option, if the Participant is an Insider;
- (e) any amendment to an Award that results in a benefit to an Insider;
- (f) any individual Award grant that would result in the Total Share Authorization being exceeded;
- (g) any change that would materially modify the eligibility requirements for participation in the Omnibus Incentive Plan;
- (h) any amendment that would result in an increase to the Total Share Authorization;
- (i) any amendment that would extend the maximum permissible term of any Award; and
- (j) any amendment to the amendment, modification, suspension and termination provisions of the Omnibus Incentive Plan.

Cascadia may amend the terms of an Award without the acceptance of the TSXV in the following circumstances, (i) to reduce the number of Cascadia Shares under Awards; (ii) to impose additional performance criteria or other vesting conditions; or (iii) to cancel an Award.

No termination, amendment, suspension or modification of the Omnibus Incentive Plan shall adversely affect in any material way any Award previously granted under the Omnibus Incentive Plan, without the written consent of the Participant holding such Award.

A copy of the Omnibus Incentive Plan will be available for review at the Meeting.

Directors' Recommendation

The Board has determined that the renewal of the Omnibus Incentive Plan is in the best interests of the Company and its shareholders and unanimously recommends that shareholders vote in favour of the ordinary resolution approving the renewal of the Plan.

Shareholder Approval

As disclosed above, the renewal of the Omnibus Incentive Plan is subject to the Company receiving shareholder approval therefor. The form of resolution to be placed before shareholders at the Meeting is as follows:

"Be it Resolved that, as an Ordinary Resolution, with or without amendment:

1. The renewal of the Company's Omnibus Incentive Plan as described in the management information circular dated June 24, 2024, prepared in connection with this annual general and special meeting of shareholders, is hereby approved, ratified and confirmed, with or without amendment.
2. The form of the Omnibus Incentive Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Company.
3. The board of directors of the Company is authorized to perform such further acts and execute such further documentation as may be required to give effect to the foregoing."

The persons named in the form of proxy, if named as proxy, intend to vote such proxy in favour of the resolution to approve the renewal of the Omnibus Incentive Plan, unless a shareholder has specified in its proxy that its common shares are to be voted against the resolution. If no choice is specified by the shareholder to vote for or against the resolution referred to above, the persons whose names are printed in the enclosed form of proxy intend to vote in favour of the resolution. (In the event the resolution to approve the renewal of the Omnibus Incentive Plan is approved, the continuation of the Omnibus Incentive Plan will be subject to the Company receiving shareholder approval for the renewal thereof at subsequent Annual General Meetings.)

OTHER MATTERS TO BE ACTED UPON

The Company will consider and transact such other business as may properly come before the Meeting or any adjournment thereof. The Management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting by proxy.

ADDITIONAL INFORMATION

Additional information concerning the Company is available on SEDAR at www.sedarplus.ca. Financial information concerning the Company is provided in the Company's comparative financial statements and Management's Discussion and Analysis for the financial year ended **December 31, 2024**.

Shareholders wishing to obtain a copy of the Company's financial statements and Management's Discussion and Analysis may obtain them free of charge on SEDAR at www.sedarplus.ca, or may contact the Company as follows:

CASCADIA MINERALS LTD.
Suite 1500 – 409 Granville Street
Vancouver, B.C. V6C 1T2
Telephone: 604-688-0111
E-mail: gdowns@cascadiaminerals.com

BOARD APPROVAL

The content and sending of this Information Circular has been approved by the Company's Board of Directors. The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

DATED at Vancouver, British Columbia, the 13th day of May, 2025.

ON BEHALF OF THE BOARD

“Graham Downs”

GRAHAM DOWNS
President and Chief Executive Officer

SCHEDULE “A”

CASCADIA MINERALS LTD.

(the “Company”)

AUDIT COMMITTEE CHARTER

PURPOSE

The purpose of the Committee is to assist the Board in carrying out its responsibilities for the oversight and monitoring of the Company’s financial reporting and controls.

POLICY STATEMENT

The Committee expects management of the Company to operate in compliance with the Company’s corporate policies and with laws and regulations governing the Company, and to maintain strong financial reporting and control processes.

AUTHORITY

The Committee shall have the authority:

- to institute investigations of improprieties, or suspected improprieties, within the scope of its responsibilities,
- to inspect any and all books and records of the Company,
- to discuss with Company personnel, any affected party and the Auditors, such accounts, records and other matters as any member of the Committee considers necessary and appropriate,
- to engage independent counsel and other advisors as it determines necessary to carry out its duties, and
- to access Company resources including administrative support to assist in carrying out its duties.

COMPOSITION

The Committee shall consist of at least three directors appointed by the Board.

The Board shall appoint the Chairman of the Committee.

At least one member of the Committee shall be an independent director and free from any relationship that in the opinion of the Board would interfere with his or her independent judgment as a member of the Committee.

A director appointed by the Board to the Committee shall be a member of the Committee until replaced by the Board or until his or her resignation.

The Secretary or the Assistant Secretary of the Company shall be the secretary of the Committee.

MEETINGS

The Committee shall meet a minimum of four times a year at such times and places as may be designated by the Chairman of the Committee, and whenever a meeting is requested by the Board, a member of the Committee, the Auditors or a Senior Officer (“Senior Officer”) of the Company.

Meetings shall correspond with the review of the Interim and Annual Financial Statements, MD&A, Press Releases and Reports to Shareholders.

Notice of each meeting of the Committee shall be given to each member of the Committee and to the Auditors, if applicable, who shall be entitled to attend each meeting of the Committee and shall attend whenever requested to do so by a member of the Committee.

Notice of a meeting of the Committee shall be in writing, stating the nature of the business to be transacted at the meeting in reasonable detail, be accompanied by copies of documentation to be considered at the meeting (to the extent practicable), and be given at least two business days prior to the time stipulated for the meeting or such shorter period as the members of the Committee may permit.

A quorum for a meeting of the Committee shall be a majority of the members of the Committee. However it shall be the practice of the Committee to require review and, if necessary, approval of all important matters by all members of the Committee.

A member of the Committee may participate in a meeting of the Committee by telephone, and such member shall be deemed to be present at the meeting.

In the absence of the Chairman of the Committee, the members of the Committee shall choose one of the members present to chair the meeting.

In the absence of the Secretary or the Assistant Secretary of the Company, the members of the Committee shall choose one of the persons present to be the secretary of the meeting.

Minutes of all meetings of the Committee shall be signed by the Chairman of the Committee and the Secretary of the meeting. Such minutes shall be filed with the Secretary of the Company at the earliest opportunity after each meeting.

A resolution in writing, signed by all members of the Committee is valid as if passed at a meeting of the Committee.

The Committee shall, at the next regular Board meeting after each Committee meeting, report to the Board the results of its activities and any reviews undertaken and make recommendations to the Board as deemed appropriate.

RELIANCE ON EXPERTS

In discharging their duties, each Committee member shall be entitled to rely in good faith upon:

- financial statements represented by a Senior Officer or the Auditors to present fairly the financial position of the Company in accordance with generally accepted accounting principles, and
- any report of a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to a statement made by any such person.

LIMITATIONS ON COMMITTEE'S DUTIES

Each member of the Committee shall be obliged only to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Nothing in this charter is intended, or may be construed, to impose on any member of the Committee a standard of care or

diligence that is in any way more onerous or extensive than the standard to which all board members are subject. The essence of the Committee's duties is monitoring and reviewing to gain reasonable assurance (but not to ensure) that the Company's responsibilities are being met and to enable the Committee to report thereon to the Board.

RELATIONSHIP WITH EXTERNAL AUDITOR

The Auditors shall be accountable to the Board through the Committee. The Auditors shall report all material issues or potentially material issues to the Committee.

RESPONSIBILITIES AND DUTIES

Charter

The Committee shall:

- prepare a written charter adopted by the Board setting out its mandate, responsibilities and duties, and
- assess on an annual basis the adequacy of the Charter.

Communications

The Committee shall:

- have direct, open and frank communications with management, other committee chairmen, the Auditors and other key committee advisors as applicable,
- if applicable, establish procedures for the treatment of complaints, if any, received by the Company regarding accounting, internal accounting controls or auditing matters, and
- if applicable, establish procedures for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting and auditing matters.

Auditors

The Committee shall:

- select and recommend to the Board, the Auditors to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company,
- consider and recommend to the Board the compensation of the Auditors,
- obtain from the Auditors a formal written statement concerning the Auditor's independence and review and discuss with the Auditors all disclosed relationships or services that could impact on their objectivity and independence,
- review the Auditors' annual audit plan, including scope, staffing, materiality and areas of special emphasis prior to the commencement of the audit,
- evaluate the performance of the Auditors and recommend to the Board the discharge of the Auditors when circumstances are warranted,
- pre-approve all non-audit services to be provided by the Auditors (except for any services prohibited by legislation) and consider the potential impact of such services on the Auditors' independence (subject to the DeMinimus Non-Audit Services and Delegation of Pre-Approval Function exemptions as such terms are defined in MI 51-110),
- review and discuss with the Auditors the results of their audit (upon completion of their audit and prior to the filing or releasing of the annual financial statements),

- review and resolve any disagreements and unresolved issues between management and the Auditors that could affect the financial reporting,
- review the extent to which recommendations made by the Auditors have been implemented, and
- meet separately with the Auditors in the absence of management at least once annually and discuss among other things any significant disagreements with management, any restrictions on the scope of work or access to required information, the susceptibility of a material misstatement in the financial statements due to fraud and the adequacy of the Company's accounting and financial personnel.

Financial reporting

The Committee shall:

- review the Company's Interim and Annual Financial Statements and related MD&A, Press Releases and Report to Shareholders, before public disclosure of this information, and recommend for approval by the Board if appropriate,
- review all public disclosure documents containing financial information derived from the Company's financial statements including any prospectuses, offering memorandums, business acquisitions reports, annual reports, annual information forms, MD&A and Press Releases, and if appropriate, recommend for approval by the Board,
- determine that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements and annually review the adequacy of these procedures,
- in conjunction with the review of the Interim and Annual Financial Statements, review the following with management and the Auditors (if the Auditors have performed a review or audit of the financial statements):
 - critical accounting policies, changes in accounting policies and new accounting policies adopted by the Company,
 - alternative accounting policies that have been discussed with management and the policies preferred by the Auditors,
 - significant estimates made by management and the view of the Auditors as to the appropriateness of such estimates,
 - significant financial reporting issues that have arisen and the resolution or proposed resolution of such issues,
 - significant transactions outside the normal business of the Company,
 - related party transactions, and
 - new or proposed accounting pronouncements and regulatory developments and their relevance to the Company,
- review with management, the Auditors and if necessary legal counsel, any litigation, claim or other contingency, including tax assessments that could have a material affect upon the Company's financial statements and the manner in which such matters have been disclosed in the financial statements,
- review any correspondence that the Company may receive from securities regulators or government agencies relating to financial reporting matters, and
- review the financial statement certification process.

Internal controls and risk

The Committee shall:

- review on an annual basis with management and in consultation with the Auditors the appropriateness and effectiveness of the Company's internal controls, policies and business practices which impact the financial integrity of the Company, including those relating to accounting, information systems, financial reporting, management reporting, insurance and risk management,
- consider and review with management any recommendations of the Auditors regarding weaknesses in internal controls and the extent to which recommendations made by the Auditors have been implemented by management,
- review the hedging and other risk management policies and procedures of the Company, and
- review with management the amount and terms of any insurance to be obtained or maintained by the Company with respect to risks inherent in its operations and potential liabilities that may be incurred by the directors or Senior Officers in the discharge of their duties and responsibilities.

Other

The Committee shall:

- review the status of the Company's tax returns,
- review the appointments of the Chief Financial Officer and any key financial managers who are involved in the financial reporting process,
- review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former Auditors,
- if applicable, review and approve the reasonableness of the expenses of the Chairman of the Board and the Chief Executive Officer,
- develop a calendar of activities to be undertaken by the Committee for each ensuing year and submit the calendar in the appropriate format to the Board following each Annual General Meeting,
- review reports from management with respect to the Corporation's compliance with laws and regulations having a material impact on the Financial Statements including:
 - (a) tax and financial reporting laws and regulations,
 - (b) legal withholding requirements,
 - (c) environmental protection laws and regulations, and
 - (d) other laws and regulations which expose directors to liability,
- obtain certificates from Senior Officers containing such representations as the Committee may request, and
- perform any other activities consistent with the Charter, the Company bylaws and governing law, as the Board or the Committee deems necessary or appropriate.