NOTICE OF MEETING OF SHAREHOLDERS AND

MANAGEMENT INFORMATION CIRCULAR

OF ARCUS DEVELOPMENT GROUP INC.

relating to an

ANNUAL GENERAL & SPECIAL MEETING

TO BE HELD ON AUGUST 25, 2026

with respect to annual general and special business including a proposed

PLAN OF ARRANGEMENT

involving

ARCUS DEVELOPMENT GROUP INC. and CORE SILVER CORP.

July 20, 2026

Vote Today!

The Board of Directors of Arcus Development Group Inc. recommends that Company Shareholders vote FOR the matters presented at the Annual General & Special Meeting, including the Company Arrangement Resolution approving the Plan of Arrangement.

These materials are important and require your immediate attention. The Company Shareholders of Arcus Development Group Inc. are required to make important decisions. If you have any doubt as to how to make such decisions, please contact your tax, financial, legal or other professional advisors.

No securities regulatory authority or stock exchange in Canada or elsewhere has expressed an opinion about, or passed upon the fairness or merits of, the transactions described in this document, the securities being offered pursuant to such transactions or the adequacy of the information contained in this document and it is an offense to claim otherwise. No securities regulatory authority or stock exchange in Canada or elsewhere has approved or registered this document, and this document is not required to be registered with a securities regulatory authority or stock exchange in any such jurisdiction.

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LETTER TO THE SHAREHOLDERS OF ARCUS DEVELOPMENT GROUP INC.

July 20, 2026

Dear Fellow Shareholders:

On behalf of the board of directors (the "**Company Board**") and management of Arcus Development Group Inc. (the "**Company**" or "**Arcus**"), I write in connection with the annual general and special meeting (the "**Meeting**") of the holders (the "**Company Shareholders**") of the Company's common shares (the "**Company Shares**"). The Meeting will be held at the offices of Cozen O'Connor LLP located at Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5 at 10:00 a.m. (Vancouver time) on August 25, 2026.

At the Meeting, the Company Shareholders will be asked to consider, among other matters, a resolution to approve the proposed plan of arrangement under the *Business Corporations Act* (British Columbia) (the "**Arrangement**") involving the Company Shareholders, the Company and Core Silver Corp. (the "**Purchaser**" or "**Core Silver**").

The Arrangement

As previously announced in the Company's news releases dated April 27, 2026, June 17, 2026 and July 9, 2026, the Company and the Purchaser entered into a binding letter of intent (the "**LOI**") on April 26, 2026, and subsequently entered into an arrangement agreement dated July 9, 2026 (the "**Arrangement Agreement**"), pursuant to which, among other things, the Purchaser agreed to acquire all of the issued and outstanding Company Shares on a 1:1 basis (the "**Exchange Ratio**"), whereby each Company Shareholder will receive one (1) common share in the authorized capital of the Purchaser (each, a "**Purchaser Share**") in exchange for each one (1) Company Share held (the "**Consideration**").

The Company's issued and outstanding Convertible Securities (as defined below) are not subject to the Arrangement. Following the effective time of the Arrangement, the outstanding stock options of the Company (the "**Company Options**") and the outstanding Company Share purchase warrants (the "**Company Warrants**", and together with the Company Options, the "**Company Convertible Securities**") will be exercisable, redeemable and convertible, as applicable, into Purchaser Shares pursuant to the underlying agreement, certificate, plan or other terms and conditions attached to such Company Convertible Securities, as more particularly described in the accompanying management information circular dated July 20, 2026 (the "**Circular**").

Immediately following completion of the Arrangement, former Company Shareholders will hold approximately 39.2% of the issued and outstanding shares of the Purchaser after giving effect to the Arrangement (the "**Combined Company**") and existing shareholders of the Purchaser (the "**Purchaser Shareholders**") will hold approximately 60.8% of the issued and outstanding shares of the Combined Company, based on the number of equity securities of the Purchaser and the Company issued and outstanding as of the date of the Circular on a non-diluted basis.

The Arrangement is currently anticipated to be completed shortly after the Meeting, and the Company will provide further updates to confirm the effective date and time of the Arrangement. Registered holders of Company Shares (the "**Registered Company Shareholders**") are concurrently being provided with a letter of transmittal explaining how to exchange their Company Shares for the Consideration. Company Shareholders whose Company Shares are registered in the name of their broker, dealer, bank, trust company or other nominee or other intermediary (each, an "**Intermediary**"), referred to as "**Non-registered Company Shareholders**", must contact their Intermediary to deposit their Company Shares under the Arrangement.

Benefits to Company Shareholders

Among other benefits to Company Shareholders, the following are some of the key benefits considered by the special committee (the "**Special Committee**") of the board of the Company (the "**Company Board**") and the Company Board in consultation with Company management and their advisors:

- Under the terms of the Arrangement Agreement and the Exchange Ratio, Company Shareholders will receive one (1) Purchaser Share for each Company Share. When the LOI was entered into, this

represented a 73.2% premium to the closing price of the Company's Shares on April 24, 2026, the last trading prior to the LOI, based on the closing prices of the Company Shares on the TSX Venture Exchange ($0.41) and the Purchaser Shares on the Canadian Securities Exchange ($0.71). As of the date of the announcement of the Arrangement Agreement, this represented consideration of approximately $0.37 per Company Share and a premium of 5.71% based on the closing prices of the Company Shares on the TSXV ($0.35) and the Purchaser Shares on the CSE ($0.37), each as of the close of trading on July 9, 2026, the day the definitive Arrangement Agreement was announced. While the premium eroded between the announcement of the LOI and the Arrangement Agreement, the lack of a significant premium is not unreasonable as the Company has been relatively inactive for over 10 years, with no exploration undertaken on the Touleary Property during that time, and the Touleary Property is an early-stage exploration property. Company Shareholders will maintain exposure to the Company's Touleary Property, and gain exposure to the Purchaser's material mineral project, the Blue Property, providing diversification in terms of both jurisdiction and commodity focus.

- Company Shareholders will hold approximately 39.2% of the issued and outstanding shares of the Combined Company upon completion of the Arrangement, based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular on a non-diluted basis. The Arrangement provides for meaningful retained ownership in the Combined Company and ongoing exposure to near-term value catalysts, including the future advancement of the Touleary Property and the Blue Property. The liquidity position and combined cash position of the Combined Company will support funding of exploration and the Touleary Property and the Blue Property.

- The synergies that are expected to materialize for a combined company that has two complementary exploration platforms focused in Canada, expected to result in improved technical, operational and corporate performance, with a combined leadership team with a track record of strong corporate governance and operational execution in mineral exploration.

- The Combined Company will be better positioned to pursue a growth and value maximizing strategy as compared with the Company on a standalone basis, as a result of the Combined Company's larger market capitalization, increased technical expertise, asset diversification and elimination of single asset risk, increased financial capacity and enhanced access to capital over the long term and the likelihood of increased investor interest and access to business development opportunities due to the Combined Company's larger market presence.

- Upon completion of the Arrangement, the Combined Company will have a broader shareholder base, expected increased trading liquidity and a larger public float than the Company presently holds. The expected increased market capitalization and trading liquidity upon completion of the Arrangement is anticipated to broaden the Combined Company's investor appeal.

- The impact of the Arrangement on all stakeholders in the Company, including Company Shareholders, employees, and local communities and governments, as well as the environment and the long-term interests of the Company.

For additional information with respect to these and other reasons for the Arrangement, see the section in the Circular entitled *"Part II — The Arrangement — Reasons for Recommendation of the Special Committee and the Company Board*".

Your vote is important. Whether or not you plan to attend the Meeting in person, we encourage you to vote promptly. **If you hold Company Shares as a Registered Company Shareholder**, please complete the enclosed form of proxy and submit it to our transfer agent and registrar, Computershare Investor Services Inc., or alternatively, follow the instructions in such documents to vote electronically, as soon as possible but no later than 10:00 a.m. (Vancouver time) on August 21, 2026 or 48 hours (excluding weekends and holidays in the Province of British Columbia) prior to the time of any adjourned or postponed Meeting. **If you hold Company Shares as a Non-registered Company Shareholder**, such that you own your Company Shares beneficially and they are held by your Intermediary on your behalf, you may receive a voting instruction form ("**VIF**") or such other proxy authorization document from your Intermediary holding Company Shares on your behalf. Please complete, execute and return your completed VIF or

proxy authorization document to your Intermediary in accordance with the instructions set out therein, and contact your Intermediary should you have any questions about how to vote the Company Shares they hold on your behalf.

Required Approval

The resolution approving the Arrangement (the "**Company Arrangement Resolution**"), the full text of which is set out in Appendix A to the accompanying Circular, must be approved by at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting. See *"Part II — The Arrangement — Securities Law Matters — Canada"* of the accompanying Circular.

Completion of the Arrangement is subject to, among other things, the approval of the Company Shareholders at the Meeting in accordance with an order of the Supreme Court of British Columbia (the "**Court**") dated July 23, 2026 and applicable law, the approval of the Court, the approval of the listing and posting for trading of the Purchaser Shares to be issued in connection with the Arrangement on the CSE, the completion of all conditions set forth in the conditional acceptance letter of the TSXV in respect of the Arrangement, and all other conditions precedent set forth in the Arrangement Agreement. If the Company Arrangement Resolution is not approved at the Meeting, the Arrangement will not be completed.

Company Board Recommendation

The Special Committee received a fairness opinion of Evans & Evans, Inc. dated July 9, 2026 to the effect that, as of the date of such opinion, the Arrangement and Exchange Ratio are fair, from a financial point of view, to the Company Shareholders, based upon and subject to the assumptions, limitations, qualifications and other matters set forth in such opinion (the "**Fairness Opinion**"). The Company Board, after consulting with management of the Company and legal and financial advisors in evaluating the Arrangement and acting on the unanimous recommendation of the Special Committee, and taking into account other factors including the reasons described in the accompanying Circular, has unanimously determined that the Arrangement is in the best interests of the Company and unanimously recommends that the Company Shareholders vote for the Company Arrangement Resolution. See the sections in the accompanying Circular entitled "*Part II —The Arrangement — Recommendation of the Special Committee and the Company Board*" and "*Part II — The Arrangement — E&E Fairness Opinion*", as well as Appendix F for the full text of the Fairness Opinion. The accompanying Circular contains a detailed description of the Arrangement, as well as detailed information regarding the Company and the Purchaser and certain other information concerning the Purchaser after giving effect to the Arrangement. It also includes certain risk factors relating to completion of the Arrangement and the potential consequences of a Company Shareholder exchanging their Company Shares for Purchaser Shares in connection with the Arrangement. Please give this material your careful consideration and, if you require assistance, consult your financial, tax or other professional advisors.

Sincerely,

"Darryl Jones"
Darryl Jones
Director and Interim Chief Executive Officer

ARCUS DEVELOPMENT GROUP INC.

NOTICE OF THE ANNUAL GENERAL & SPECIAL MEETING OF SHAREHOLDERS TO BE HELD AUGUST 25, 2026

NOTICE IS HEREBY GIVEN that, in accordance with the *Business Corporations Act* (British Columbia) ("**BCBCA**") and pursuant to an order (the "**Interim Order**") of the Supreme Court of British Columbia dated July 23, 2026, an annual general and special meeting (the "**Meeting**") of the holders ("**Company Shareholders**") of common shares (the "**Company Shares**") of Arcus Development Group Inc. ("**Arcus**" or the "**Company**") will be held at Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5 at 10:00 a.m. (Vancouver time) on August 25, 2026, subject to any adjournment or postponement thereof, for the following purposes:

1. to receive and consider the Company's audited financial statements, together with the notes thereto and the Auditor's report thereon, for the financial years ended July 31, 2025 and July 31, 2024;
2. to set the number of directors of Arcus at four (4) until the next annual general meeting of Company Shareholders;
3. to elect the directors of Arcus to hold office until the next annual general meeting of Company Shareholders;
4. to re-appoint D&H Group LLP, Chartered Professional Accountants (the "**Auditor**"), as the Company's auditor until the next annual general meeting of Company Shareholders, and to authorize the directors of the Company to fix the Auditor's remuneration;
5. to consider and if thought fit, pass an ordinary resolution authorizing, re-approving, confirming and ratifying the Company's 10% "rolling" stock option plan (the "**Stock Option Plan**") and all unallocated options thereunder;
6. to approve, confirm and ratify the grant of an aggregate of 600,000 stock options of the Company under the Stock Option Plan, as set forth in the accompanying management information circular of the Company dated July 20, 2026 (the "**Circular**");
7. to consider, pursuant to the Interim Order, and, if thought fit, to pass, with or without variation, the special resolution (the "**Company Arrangement Resolution**") set forth in Appendix A to the Circular, to approve and authorize a plan of arrangement (the "**Plan of Arrangement**") under the provisions of Division 5 of Part 9 of the BCBCA involving, among others, the Company Shareholders, the Company and Core Silver Corp. (the "**Purchaser**") in accordance with the terms of the Arrangement Agreement dated July 9, 2026 between the Company and the Purchaser (as each may be amended, supplemented or otherwise modified from time to time) (the "**Arrangement**"); and
8. to transact such further and other business as may properly be brought before the Meeting or any adjournment or postponement thereof.

Further information regarding the matters to be put before the Meeting are set forth in the accompanying Circular.

It is a condition to the completion of the Arrangement that the Company Arrangement Resolution is approved at the Meeting. If the Company Arrangement Resolution is not approved by the Company Shareholders at the Meeting, the Arrangement cannot be completed.

The board of directors of the Company (the "Company Board") unanimously recommends that the Company Shareholders vote FOR the Company Arrangement Resolution.

The Company Board has set the close of business on July 20, 2026 as the record date (the "**Record Date**") for the determination of Company Shareholders entitled to receive notice of, and entitle to vote at, the Meeting. Holders of Company Shares as at the Record Date who either attend the Meeting in person or who have completed and delivered a proxy or voting instruction form ("**VIF**") in the manner and subject to the provisions described above shall be entitled to vote, or to have their Company Shares voted, on all matters to come before the Meeting. Each Company Share entitled to be voted at the Meeting will entitle the holder thereof to one vote at the Meeting.

The Company Arrangement Resolution must be approved by at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting. See *"Part II — The Arrangement —Securities Law Matters — Canada"* in the accompanying Circular.

A Registered Company Shareholder may attend, participate and vote in person at the Meeting or may be represented at the Meeting by proxy. Registered Company Shareholders that are entitled to vote but are unable to attend the Meeting or any adjourned or postponed Meeting in person are requested to date, sign and return the accompanying form of proxy for use at the Meeting or any adjourned or postponed Meeting. In order to be acted upon at the Meeting, validly completed instruments of proxy must be received by Computershare Investor Services Inc., Attention: Proxy Department, 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6, Canada, or by facsimile: 1-866-249-7775 for Toll Free within North America or 1-416-263-9524 outside of North America, no later than 10:00 a.m. (Vancouver time) on August 21, 2026 or 48 hours (excluding weekends and holidays in the Province of British Columbia) prior to the time of any adjourned or postponed Meeting. Notwithstanding the foregoing, the Chair of the Meeting has the discretion to accept proxies received after such deadline. The time limit for the deposit of proxies may be waived or extended by the Chair of the Meeting at their discretion, without notice.

Registered Company Shareholders

Registered Company Shareholders will receive a proxy form enabling them to vote at the Meeting. Such proxy will not be valid unless a completed, dated and signed form of proxy is received by Computershare Investor Services Inc., Attention: Proxy Department, 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6, Canada, or by facsimile: 1-866-249-7775 for Toll Free within North America or 1-416-263-9524 outside of North America, no later than 10:00 a.m. (Vancouver time) on August 21, 2026 or 48 hours (excluding weekends and holidays in the Province of British Columbia) prior to the time of any adjourned or postponed Meeting as it may be adjourned or postponed from time to time. The deadline for the deposit of proxies may be waived or extended by the Chair of the Meeting at their sole discretion, without notice.

Non-registered Company Shareholders

Non-registered Company Shareholders who hold their Company Shares registered in the name of Intermediaries may receive certain other materials from their Intermediary, such as a VIF to vote their Company Shares. If you are a non-registered Company Shareholder and receive these materials through your broker or other Intermediary, please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

For information regarding voting or appointing a proxyholder by internet or voting online or by telephone, see the form of proxy and/or the section entitled *"Part V — General Proxy Matters"* in the accompanying Circular.

Dissent Rights

Pursuant to the Interim Order, registered Company Shareholders have been granted the right to dissent in respect of the Company Arrangement Resolution and to be paid an amount equal to the fair value of their Company Shares as of the close of business on the business day before the Company Arrangement Resolution was approved, provided that they have strictly complied with the dissent procedures set forth in section 237 to 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order. This dissent right and the dissent procedures are described in the accompanying Circular. Failure to comply strictly with the dissent procedures set forth in section 237 to 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of any right of dissent. A Company Shareholder considering exercising dissent rights should seek independent legal advice. See the section entitled "*Part II —The Arrangement — Right to Dissent"* and Appendix J, *"Dissent Provisions of the Business Corporations Act (British Columbia)*" in the accompanying Circular.

The proxyholder has discretion under the accompanying form of proxy or VIF with respect to any amendments or variations of the matters of business to be acted on at the Meeting or any other matters properly brought before the Meeting or any adjourned or postponed Meeting, in each instance, to the extent permitted by law, whether or not the amendment, variation or other matter that comes before the Meeting is routine and whether or not the amendment, variation or other matter that comes before the Meeting is contested. As of the date hereof, management of the Company knows of no amendments, variations or other matters to come before the Meeting other than the matter set forth in this Notice of Annual General & Special Meeting. Company Shareholders that are planning on returning the accompanying form of proxy or VIF are encouraged to review the Circular carefully before submitting the form of proxy or VIF.

We encourage all Company Shareholders to vote their Company Shares in advance of the Meeting using one of the following methods:

VOTE using the following methods prior to the Meeting:	**Online**	**Telephone**	**Mail**
Registered Company Shareholders *Company Shares held in own name and represented by a DRS Advice or physical share certificate*	Vote online at www.investorvote.com	Telephone: 1-866-732-8683 Fax: 1-866-249-7775	Return the form of proxy in the enclosed postage paid envelope
Non-registered Company Shareholders *Company Shares not held in own name, and registered and held by a broker, bank or other Intermediary.*	Vote online at www.proxyvote.com	Call or fax the number listed on your voting instruction form	Return the voting instruction form in the enclosed postage paid envelope

Dated this 20th day of July, 2026.

BY ORDER OF THE BOARD OF DIRECTORS OF ARCUS DEVELOPMENT GROUP INC.

"Darryl Jones"
Darryl Jones
Director and Interim Chief Executive Officer

QUESTIONS AND ANSWERS RELATING TO THE COMPANY MEETING AND ARRANGEMENT

The enclosed Circular is furnished in connection with the solicitation by or on behalf of management of the Company of proxies to be used at the Meeting to be held at Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5 on August 25, 2026 at 10:00 a.m. (Vancouver time) for the purposes indicated in the Notice of Meeting of Company Shareholders. Capitalized terms used but not otherwise defined in this *"Questions and Answers Relating to the Company Meeting and Arrangement"* section have the meanings ascribed thereto under *"Glossary of Terms"* in the Circular.

It is expected that solicitation will be primarily by mail and electronic means, but proxies may also be solicited by newspaper publication, in person or by telephone, facsimile or oral communication by directors, officers, employees or agents of the Company.

Custodians and fiduciaries will be supplied with proxy materials to forward to Non-registered Company Shareholders and normal handling charges will be paid for such forwarding services. The Record Date to determine the Company Shareholders entitled to receive notice of, participate in and vote at the Meeting is July 20, 2026. Holders of Company Shares as at the Record Date who either attend the Meeting in person or who have completed and delivered a proxy or VIF in the manner and subject to the provisions described above shall be entitled to vote, or to have their Company Shares voted, on all matters to come before the Meeting.

Your vote is very important and you are encouraged to exercise your vote using any of the voting methods described below. Your completed form of proxy must be received by Computershare by no later than 10:00 a.m. (Vancouver time) on August 21, 2026 or 48 hours (excluding weekends and holidays in the Province of British Columbia) prior to the time of any adjourned or postponed Meeting. The time limit for the deposit of proxies may be waived or extended by the Chair of the Meeting at their discretion, without notice.

The following are questions that you as a Company Securityholder may have regarding the proposed Arrangement under the provisions of Division 5 of Part 9 of the BCBCA involving the Company and the Purchaser, to be considered at the Meeting. You are urged to carefully read the remainder of the enclosed Circular as the information in this section does not provide all of the information that might be important to you with respect to the Arrangement. Additional important information is also contained in the appendices to, and the documents incorporated by reference into, the enclosed Circular.

Questions Relating to the Arrangement

Q. What is the Proposed Transaction?

A. On July 9, 2026, the Company and the Purchaser entered into the Arrangement Agreement, whereby the Purchaser agreed to acquire all of the issued and outstanding Company Shares pursuant to a court-approved arrangement under the BCBCA. Under the terms of the Arrangement, Company Shareholders will receive one (1) Purchaser Share for each Company Share at the effective time of the Arrangement (the "**Effective Time**").

The Company Convertible Securities (as defined below) are not subject to the Arrangement. Following the Effective Time, the outstanding stock options of the Company (the "**Company Options**") and the outstanding share purchase warrants of the Company (the "**Company Warrants**", and together with the Company Options, the "**Company Convertible Securities**") will be exercisable, redeemable and convertible, as applicable, into Purchaser Shares pursuant to the underlying agreement, certificate, plan or other terms and conditions attached to such Company Convertible Securities. See "*Part II — The Arrangement — Effect of the Arrangement — Effect on Company Convertible Securities*".

Q. Has the Company Board unanimously approved the Arrangement?

A. Yes. The Company Board, after consulting with management of the Company and legal and financial advisors in evaluating the Arrangement and acting on the unanimous recommendation of the Special Committee, and taking into account other factors including the reasons described in this Circular under the heading *"Part II — The Arrangement — Reasons for Recommendation of the Special Committee and the Company Board",* has unanimously determined that the Arrangement is in the best interests of the Company and unanimously recommends that the Company Shareholders vote **FOR** the Company Arrangement Resolution.

Q. Does the Company Board recommend that I vote FOR the Company Arrangement Resolution?

A. Yes. The Company Board unanimously recommends that the Company Shareholders vote **FOR** the Company Arrangement Resolution, the full text of which is set forth in Appendix A to this Circular, at the Meeting.

Q. What percentage of the outstanding Purchaser Shares will existing Purchaser Shareholders and Former Company Shareholders own, respectively, following completion of the Arrangement?

A. Upon completion of the Arrangement, (i) Former Company Shareholders are expected to own approximately 39.2% of the issued and outstanding Purchaser Shares; and (ii) existing Purchaser Shareholders are expected to own approximately 60.8% of the issued and outstanding Purchaser Shares, based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular and on a non-diluted basis.

Q. What is required for the Arrangement to become effective?

A. The obligations of the Company and the Purchaser to consummate the Arrangement are subject to the satisfaction or waiver of a number of conditions, including, among others, (i) approval of the Company Arrangement Resolution by the Company Shareholders at the Meeting in accordance with the Interim Order and applicable Law, (ii) the Final Order having been obtained in form and substance satisfactory to each of the Company and the Purchaser, each acting reasonably, and not having been set aside or modified in any manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise, (iii) approval of the CSE having been obtained, including in respect of the listing and posting for trading of the Consideration Shares, (iv) approval of the TSXV for the Company to consummate the Arrangement; (v) no Law having been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding having otherwise been taken or threatened under any Laws or by any Governmental Entity (whether temporary, preliminary or permanent) to make the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement or threatens to do so, and (vi) the Consideration Shares to be issued pursuant to the Arrangement being exempt from the prospectus or registration requirements of applicable Securities Laws.

The TSXV has given conditional approval to the Company for the Arrangement.

Q. When do you expect the Arrangement to be completed?

A. The Company currently anticipates that the Arrangement will be completed late August, 2026 to early September, 2026. However, completion of the Arrangement is subject to a number of conditions and it is possible that factors outside the control of the Company and/or the Purchaser could result in the Arrangement being completed at a later time, or not at all. Subject to certain limitations, each Party may terminate the Arrangement Agreement if the Arrangement is not consummated by September 30, 2026 (the "**Outside Date**").

Q. What are the Canadian federal income tax consequences of the Arrangement to the Company Shareholders?

A. For a summary of certain of the material Canadian federal income tax consequences of the Arrangement applicable to Company Shareholders, see *"Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations".* Such summary is not intended to be legal or tax advice. Company Shareholders should consult their own tax advisors as to the tax consequences of the Arrangement to them with respect to their particular circumstances.

Q. Are there any risks I should consider in connection with the Arrangement?

A. Company Shareholders should consider a number of risk factors relating to the Arrangement and the Company in evaluating whether to approve the Company Arrangement Resolution. In addition to the risk factors discussed in the Purchaser MD&As, including those under the heading "*Industry and Economic Factors Affecting Performance*", which risk factors are specifically incorporated by reference into this Circular, and the risk factors discussed in the Company MD&As under the heading "*Risks and Uncertainties*", the following is a list of certain additional and supplemental risk factors concerning the Arrangement which Company Shareholders should carefully consider before voting or making a decision regarding approving the Company Arrangement Resolution:

- the Arrangement is subject to satisfaction or waiver of various conditions set forth in the Arrangement Agreement;
- Company Shareholders will receive a fixed number of Purchaser Shares;
- the Arrangement Agreement may be terminated by the Company or the Purchaser in certain circumstances;
- while the Arrangement is pending, the Company is restricted from pursuing alternatives to the Arrangement and taking other certain actions;
- the Company could be required to pay the Purchaser a termination fee of $150,000 in specified circumstances (the "**Termination Fee**");
- the Company will incur costs even if the Arrangement is not completed and the Company may have to pay various expenses incurred in connection with the Arrangement;
- if the Arrangement is not consummated by the Outside Date, either the Company or the Purchaser may elect not to proceed with the Arrangement;
- the Company and the Purchaser may be the targets of legal claims, securities class actions, derivative lawsuits and other claims, and any such claims may delay or prevent the Arrangement from being completed;
- payments in connection with the exercise of Dissent Rights may impair the Company's financial resources;
- the Company directors and officers may have interests in the Arrangement different from the interests of Company Shareholders following completion of the Arrangement;
- the tax consequences of the Arrangement for Company Shareholders may differ from anticipated treatment;
- the issuance of a significant number of Purchaser Shares and a resulting "market overhang" could adversely affect the market price of the Purchaser Shares after completion of the Arrangement;
- the Company has not verified the reliability of the information regarding the Purchaser included in, or which may have been omitted from, this Circular;
- prior to and following completion of the Arrangement, the Purchaser may issue additional equity securities;
- the relative trading price of the Company Shares and the Purchaser Shares prior to the Effective Time and the trading price of the Purchaser Shares following the Effective Time may be volatile; and
- failure by the Purchaser and/or the Company to comply with applicable Laws prior to the Arrangement could subject the Combined Company to penalties and other adverse consequences following completion of the Arrangement.

Q. What will happen to the Company if the Arrangement is completed?

A. If the Arrangement is completed, the Purchaser will acquire all of the Company Shares and the Company will become a wholly-owned subsidiary of the Purchaser. The Purchaser intends to have the Company Shares delisted from the TSXV as promptly as possible following the Effective Date. In addition, subject to applicable Laws, the Purchaser will apply to have the Company cease to be a reporting issuer in all jurisdictions in which it is a reporting issuer and thus will terminate the Company's reporting obligations in Canada following completion of the Arrangement.

Q. What will happen if the Company Arrangement Resolution is not approved or the Arrangement is not completed for any reason?

A. If the Company Arrangement Resolution is not approved or the Arrangement is not completed for any reason, the Arrangement Agreement may be terminated and the Company will continue to operate independently. In

certain circumstances, the Company will be required to pay to the Purchaser the Termination Fee in connection with such termination, or vice versa. If, for any reason, the Arrangement is not completed or its completion is materially delayed and/or the Arrangement Agreement is terminated, the market price of the Company Shares may be materially adversely affected and the Company's business, financial condition or results of operations could also be subject to various material adverse consequences, including that the Company would remain liable for its own costs relating to the Arrangement.

Q. Why am I being asked to approve the Arrangement?

A. Subject to any order of the Court, the BCBCA requires a corporation that wishes to undergo a court-approved arrangement to obtain, among other consents and approvals, the approval of its shareholders by special resolution passed by at least two-thirds of the votes cast by shareholders, present in person or represented by proxy and entitled to vote. If the requisite approval of the Company Shareholders for the Company Arrangement Resolution is not obtained, the Arrangement will not be completed.

Q. Should I send in my proxy or VIF now?

A. Yes. Once you have carefully read and considered the information in this Circular, you should complete and submit the enclosed VIF or form of proxy. You are encouraged to vote well in advance of the proxy cut-off time at 10:00 a.m. (Vancouver time) on August 21, 2026 to ensure your Company Shares are voted at the Meeting. If the Meeting is adjourned or postponed, your proxy must be received not less than 48 hours (excluding Saturdays, Sundays and holidays recognized in the province of British Columbia) prior to the time of the reconvened Meeting. Late proxies may be accepted or rejected by the Chair of the Meeting at their discretion. The Chair is under no obligation to accept or reject any particular late proxy. The time limit for deposit of proxies may be waived or extended by the Chair of the Meeting at their discretion, without notice.

Q. What approvals are required to pass the Company Arrangement Resolution at the Meeting?

A. In order to be effective, the Company Arrangement Resolution must be approved, with or without variation, by the affirmative vote of at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting. See *"Part II — The Arrangement — Securities Law Matters — Canada"*.

Q. Are Company Shareholders entitled to Dissent Rights?

A. Yes. Under the Interim Order, Registered Company Shareholders have been granted the right to dissent in respect of the Company Arrangement Resolution provided that they strictly follow the procedures specified in Section 237 through Section 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order. Non-registered Company Shareholders who wish to dissent should be aware that only Registered Company Shareholders are entitled to Dissent Rights. Accordingly, Non-registered Company Shareholders desiring to exercise Dissent Rights must make arrangements for the Company Shares beneficially owned by such Non-registered Company Shareholders to be registered in the Non-registered Company Shareholder's name prior to the time the written objection to the Company Arrangement Resolution is required to be received by the Company or, alternatively, make arrangements for the registered holder of such Company Shares to dissent on the Non-registered Company Shareholder's behalf.

General Questions Relating to the Meeting

Q. When and where is the Meeting?

A. The Meeting will be held at Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5 at 10:00 a.m. (Vancouver time) on August 25, 2026.

Q. Am I entitled to vote?

A. You are entitled to vote, participate and attend at the Meeting if you were a Registered Company Shareholder as of the close of business on July 20, 2026, the Record Date. Non-registered Company Shareholders are not entitled to vote, participate and attend at the Meeting unless their Intermediary appoints them as the Intermediary's proxyholder for the Company Shares that such Intermediary holds on behalf of the Non-registered Company Shareholder. Registered Company Shareholders will be entitled to one vote for each Company Share held.

Q. What am I voting on?

A. At the Meeting, you will be voting on standard annual general meeting items and, in addition, at the meeting the Company Shareholders will be asked to vote on the Company Arrangement Resolution to approve the proposed Plan of Arrangement under the BCBCA involving, among others, the Company and the Purchaser, pursuant to which the Purchaser will acquire all of the issued and outstanding Company Shares in exchange for the Consideration. If the Company Arrangement Resolution is not approved by the Company Shareholders at the Meeting, the Arrangement cannot be completed.

Q. What if amendments are made to this matter or if other matters of business are brought before the Meeting?

A. If you attend the Meeting in person and are eligible to vote, you may vote on such matter as you choose. If you have completed and returned a form of proxy, the persons named in the form of proxy will have discretionary authority with respect to amendments or variations to the matter identified in the Notice of Meeting of Company Shareholders and to other matters that may properly come before the Meeting. As of the date of the Circular, the Company management knows of no such amendment, variation or other matter expected to come before the Meeting. If any other matters properly come before the Meeting, the persons named in the form of proxy will vote on them in accordance with their best judgment.

Q. Who is soliciting my proxy?

A. Management of the Company is soliciting your proxy. Solicitations of proxies will be primarily by mail and electronic means, but may also be by newspaper publication, in person or by telephone, facsimile or oral communication by directors, officers, employees or agents of the Company who will be specifically remunerated therefor.

The Meeting Materials are being sent to both Registered Company Shareholders, as well as the Non-registered Company Shareholders (in accordance with the requirements of NI 54-101) indirectly through Intermediaries for onward distribution to the Non-registered Company Shareholders. The Company is not relying on the "notice-and-access" provisions of NI 54-101 to send "proxy-related materials" to Company Shareholders, is not sending proxy-related materials directly to "NOBOs"; and does not intend to pay for an Intermediary to deliver to "OBOs" the proxy-related materials and Form 54-101F7 – *Request for Voting Instructions made by Intermediary* (as such terms are defined in NI 54-101). Accordingly, OBOs will not receive the materials unless their Intermediary assumes the costs of delivery. All costs of the solicitation for the Meeting required to be paid for by Arcus will be borne by Arcus.

Q. How can Company Shareholders vote?

A. If you are eligible to vote and your Company Shares are registered in your name, you can vote your Company Shares: (i) in person at the Meeting; (ii) by signing and returning your form of proxy in the prepaid envelope provided or by appointing a proxyholder using the internet at www.investorvote.com; (iii) by voting using the internet at www.investorvote.com; or (iv) by calling 1-866-732-VOTE (8683).

If your Company Shares are not registered in your name but are held by a nominee, please see below.

Q. How can a Non-registered Company Shareholder vote?

A. If your Company Shares are not registered in your name, but are held in the name of an Intermediary, your Intermediary is required to seek your instructions as to how to vote your Company Shares. Your Intermediary will have provided you with a package of information, including these Meeting Materials and either a proxy or a VIF. Carefully follow the instructions accompanying the form of proxy or VIF. Company Shares held by Intermediaries can only be voted (for or against resolutions) upon the instructions of the Non-registered Company Shareholder. Without specific instructions, the Intermediary is prohibited from voting Company Shares for their clients.

Q. How can a Non-registered Company Shareholder vote in person at the Meeting?

A. Only Registered Company Shareholders of record as at the close of business on the Record Date or their proxyholders are entitled to attend, participate and vote in person at the Meeting. If you are a Non-registered Company Shareholder and wish to attend and vote in person at the Meeting, insert your name in the space provided on the form of proxy or VIF sent to you by your Intermediary. In doing so you are instructing your

Intermediary to appoint you as a proxyholder. Complete the form by following the return instructions provided by your Intermediary. You should report to a representative of Computershare upon arrival at the Meeting.

Q. Who votes my Company Shares and how will they be voted if I return a form of proxy?

A. By properly completing and returning a form of proxy, you are authorizing the persons named in the form of proxy to attend the Meeting and to vote your securities. You can use the enclosed form of proxy, or any other proper form of proxy permitted by Law, to appoint your proxyholder.

The Company Shares represented by your proxy must be voted according to your instructions in the proxy. If you properly complete and return your proxy but do not specify how you wish the votes be cast, your proxyholder will vote your Company Shares as they see fit. Unless you provide contrary instructions, Company Shares represented by proxies received by management will be voted **FOR** all matters presented and voted on at the Meeting, including the Company Arrangement Resolution.

Q. Can I appoint someone other than the individuals named in the enclosed form of proxy to vote my Company Shares?

A. Yes, you have the right to appoint the person of your choice, who does not need to be a Company Shareholder or member of the Company's management, to attend and act on your behalf at the Meeting. If you wish to appoint a person other than the names that appear on the form of proxy, then strike out those printed names appearing on the form of proxy and insert the name of your chosen proxyholder in the space provided or submit another appropriate form of proxy permitted by Law, and in either case, send or deliver the completed proxy to the offices of Computershare before the above-mentioned deadline. You can also appoint the person of your choice via the internet by following the instructions at www.investorvote.com.

It is important to ensure that any other person you appoint is attending the Meeting and is aware that his or her appointment to vote your Company Shares has been made. Proxyholders should, on arrival at the Meeting, present themselves to a representative of Computershare.

Q. What if my Company Shares are registered in more than one name or in the name of a corporation?

A. If your Company Shares are registered in more than one name, all registered persons must sign the form of proxy. If your Company Shares are registered in the name of a corporation or any name other than your own, you must provide documents proving your authorization to sign the form of proxy for that company or name. For any questions about the proper supporting documents, contact Computershare before submitting your form of proxy.

Q. Can I revoke a proxy or voting instruction?

A. Yes. If you are a Registered Company Shareholder and have returned a form of proxy, you may revoke it by:

- completing and signing a proxy bearing a later date, and delivering it to Computershare any time up to 4:00 p.m. (Vancouver time) on August 24, 2026, being the last Business Day before the day of the Meeting, or up to 4:00 p.m. (Vancouver time) on the last Business Day before the day the Meeting is adjourned or postponed to; or
- delivering a written statement, signed by you or your authorized attorney: (i) to Computershare any time up to 4:00 p.m. (Vancouver time) on August 24, 2026, being the last Business Day before the day of the Meeting, or up to 4:00 p.m. (Vancouver time) on the last Business Day before the day the Meeting is adjourned or postponed to; (ii) to the Chair of the Meeting prior to the start of such Meeting; or (iii) in any other manner permitted by Law.

If you are a Non-registered Company Shareholder who has voted by proxy through your Intermediary and would like to change or revoke your vote, contact your Intermediary to discuss whether this is possible and what procedures you need to follow. The change or revocation of voting instructions by a Non-registered Company Shareholder can take several days or longer to complete and, accordingly, any such action should be completed well in advance of the deadline given in the proxy or VIF by the Intermediary or its service company to ensure it is effective.

Q. How do I receive DRS Advice(s) or certificate(s) representing Purchaser Shares in exchange for my Company Share certificates?

A. Registered Company Shareholders are concurrently being provided with a Letter of Transmittal that must be completed and sent with the certificate(s) and/or DRS Advice(s) representing your Company Shares to Odyssey Trust Company, the Depositary for the Arrangement, at the office set forth in such Letter of Transmittal. You will receive DRS Advice(s) or certificate(s) representing Purchaser Shares for any Company Shares that are deposited under the Arrangement as soon as practicable following completion of the Arrangement, provided that you have sent all of the necessary documentation to the Depositary prior to the Effective Date. If you are a Non-registered Company Shareholder, contact your Intermediary for further instructions.

Q. What do I need to do now?

A. Carefully read and consider the information contained in, and incorporated by reference into, the Circular. You are required to make an important decision. If you have any questions about deciding how to vote, you should contact your own legal, tax, financial or other professional advisor. Your vote is important and you are encouraged to vote well in advance of the proxy cut-off time at 10:00 a.m. (Vancouver time) on August 21, 2026 to ensure your Company Shares are voted in accordance with your instructions at the Meeting.

ARCUS DEVELOPMENT GROUP INC.

MANAGEMENT INFORMATION CIRCULAR

Introduction

This Circular is furnished in connection with the solicitation of proxies by and on behalf of the management of the Company for use at the Meeting and any adjourned or postponed Meeting. No person has been authorized to give any information or make any representation in connection with the Arrangement other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized by the Company.

Company Shareholders should not construe the contents of this Circular as legal, tax or financial advice and should consult with their own legal, tax, financial and other professional advisors.

The information concerning the Purchaser contained or incorporated by reference in this Circular has been provided or publicly filed by the Purchaser. Although the Company has no knowledge that would indicate that any of such information is untrue or incomplete or otherwise does not comply with Securities Laws, the Company does not assume any responsibility for the accuracy, completeness or compliance of such information or the failure by the Purchaser to disclose events in accordance with Securities Laws which may have occurred or may affect the completeness or accuracy of such information but which are unknown to the Company.

All summaries of, and references to, the Arrangement in this Circular are qualified in their entirety by reference to the Arrangement Agreement (a copy of which is available under the Company's profile on SEDAR+ at www.sedarplus.ca), and the complete text of the Plan of Arrangement, a copy of which is attached as Appendix E to this Circular. **You are urged to read carefully the full text of the Plan of Arrangement.**

All capitalized terms used in this Circular but not otherwise defined herein have the meanings set forth under *"Glossary of Terms".* Information contained in this Circular is given as of July 20, 2026 unless otherwise specifically stated.

Documents Incorporated by Reference

Information regarding the Company and the Purchaser has been incorporated by reference in this Circular from documents filed by the Company and the Purchaser with the applicable Canadian Securities Regulators, respectively. Copies of the documents incorporated herein by reference regarding the Company or the Purchaser may be obtained on request without charge from the Company at Suite 1201 – 1499 West Pender Street, Vancouver, British Columbia, Canada V6G 0A7, by email at info@arcusdevelopmentgroup.com, or by accessing them for free electronically under the Company's or the Purchaser's issuer profile on SEDAR+, as applicable, each available at www.sedarplus.ca. The filings of the Company and the Purchaser through SEDAR+ are not incorporated by reference in this Circular except as specifically set out herein.

Any statement contained in this Circular or in any document incorporated, or deemed to be incorporated, by reference herein will be deemed to be modified or superseded for the purposes of this Circular to the extent that a statement contained herein or in any other subsequently filed document that is also incorporated, or deemed to be incorporated, by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact required to be stated or necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not, except as so modified or superseded, constitute a part of this Circular. For more information regarding information of the Purchaser incorporated by reference in this Circular, please see Appendix H *"Information Concerning the Purchaser — Documents Incorporated by Reference"*.

Cautionary Note Regarding Forward-Looking Statements

This Circular, including documents incorporated by reference herein, contains forward-looking information or statements regarding the Company, the Purchaser and the Combined Company, which are inherently forward looking, within the meaning of applicable Securities Laws, including under the United States *Private Securities Litigation Reform Act* of 1995 (collectively, "**forward-looking statements**"). The use of any of the words "expect", "anticipate", "continue", "estimate", "objective", "ongoing", "may", "will", "project", "should", "believe", "plans", "intends", "potential" and similar expressions are intended to identify forward-looking statements. More particularly and without limitation, this Circular contains forward-looking statements concerning: whether the Arrangement will be consummated, including the timing for completing the Arrangement, or whether conditions to the consummation of the Arrangement will be satisfied; the principal steps of the Arrangement; the expected completion date of the Arrangement and satisfaction of the conditions thereto, including obtaining approval of the Company Shareholders, receipt of the Key Regulatory Approvals and Key Third Party Consents, including receipt of the necessary stock exchange approvals for listing of the Consideration Shares to be issued pursuant to the Arrangement and receipt of the Final Order; the expectations regarding the process and timing of delivery of the Consideration Shares to the Company Shareholders following the Effective Time; the expected potential benefits of the Arrangement and the ability of the Combined Company to realize the anticipated benefits from the Arrangement; expectations regarding exploration results or mineral resources; expectations regarding future operations, strategies, business plans and property or project developments; the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act (the "**Section 3(a)(10) Exemption**") for the issuance of securities pursuant to the Arrangement; the anticipated expenses of the Arrangement; the anticipated tax consequences of the Arrangement on Company Shareholders; the delisting of the Company Shares from the TSXV following completion of the Arrangement; the expectation that subject to applicable Canadian Securities Laws, the Company will cease to be a reporting issuer with the applicable Canadian Securities Regulators following completion of the Arrangement; statements regarding the Combined Company generally, including those with respect to the Blue Property, *pro forma* consolidated capitalization, expected board governance and management, the ability of the Combined Company to realize the anticipated benefits from the Arrangement, and statements regarding any Termination Compensation payments or other change of control matters in respect of directors and officers of the Combined Company; statements regarding enhanced liquidity for the Company Shareholders in respect of the Consideration to be received under the Arrangement and a larger public float; and; other statements that are not historical facts.

The forward-looking statements included and incorporated by reference in this Circular are based on certain key expectations and assumptions made by the Company, including expectations and assumptions commodity prices and interest and foreign exchange rates; prevailing regulatory, tax and environmental Laws and regulations; the sufficiency of budgeted capital expenditures in carrying out planned activities; the availability and cost of labour and services; and the receipt, in a timely manner, of regulatory, Court and securityholder approvals and the satisfaction of other closing conditions in accordance with the Arrangement Agreement; the success of the Company's and the Purchaser's operations; future operating costs of the Company's and the Purchaser's assets; stock market volatility and market valuations; and, that there will be no significant events occurring outside of the normal course of business of the Company and the Purchaser. Although the Company believes that the expectations and assumptions on which such forward-looking statements are based are reasonable, undue reliance should not be placed on the forward-looking statements because the Company can give no assurance that they will prove to be correct.

Since forward-looking statements address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of factors and risks. These include, but are not limited to, the ability to consummate the Arrangement; the ability to obtain requisite Court, regulatory and securityholder approvals and the satisfaction of other conditions to the consummation of the Arrangement on the proposed terms and schedule; changes in general economic, business and political conditions, including changes in the financial markets; changes in applicable Laws; compliance with extensive government regulation; changes in national and local government legislation, taxation, controls or regulations and/or change in the administration of Laws, policies and practices, expropriation or nationalization of property and political or economic developments in jurisdictions in which the Purchaser or the Company may carry on business in the future, and; the diversion of management time on the Arrangement. Forward-looking statements may be affected by risks and uncertainties in the business of the Purchaser and the Company and market conditions. This Circular also contains forward-looking statements concerning the anticipated timing for and completion of the Arrangement. The Company has provided these anticipated times in reliance on certain assumptions that it believes are reasonable at this time, including assumptions as to the timing of receipt of the necessary regulatory, Court and securityholder approvals and

the time necessary to satisfy the conditions to the closing of the Arrangement. These dates may change for a number of reasons, including the inability to secure necessary regulatory, Court or securityholder approvals in the time assumed or the need for additional time to satisfy the conditions to the completion of the Arrangement. None of the foregoing lists of important factors are exhaustive. As a result of the foregoing, readers should not place undue reliance on the forward-looking statements contained in this Circular.

The information contained in this Circular, including the documents incorporated by reference herein, identifies additional factors that could affect the operating results and performance of the Company and the Purchaser following the Arrangement. Readers are urged to carefully consider those factors.

Readers are cautioned that the foregoing lists are not exhaustive. Readers should carefully review and consider the risk factors described under *"Part II — The Arrangement — Risk Factors Related to the Arrangement", "Part II — The Arrangement — Risk Factors Related to the Operations of the Combined Company", "Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations",* Appendix H *"Information Concerning the Purchaser — Risk Factors",* Appendix I "*Information Concerning the Combined Company Following Completion of the Arrangement – Risk Factors*", and other risks described elsewhere in this Circular. Additional information on these and other factors that could affect the operations or financial results of the Company or the Purchaser following completion of the Arrangement are included in reports on file with applicable Canadian Securities Regulators and may be accessed under the Company's and the Purchaser's respective profiles on the SEDAR+ website at www.sedarplus.ca or, in the case of the Company, at the Company's website at www.arcusdevelopmentgroup.com and in the case of the Purchaser, at the Purchaser's website at www.coresilvercorp.com. The Company's website, and the Purchaser's website, and all information included therein or incorporated by reference into the websites or their materials, although referenced, do not form part of and are not incorporated by reference into this Circular or part of any other report or document either Party files with or furnishes to the Canadian Securities Regulators, unless otherwise indicated in this Circular.

In addition, this Circular and the documents incorporated by reference may contain data, which are historical or forward-looking, provided by a third party source. Third party providers generally state that the data contained therein have been obtained from sources believed to be reliable, but that there is no guarantee of the accuracy or completeness of such data. While the Company has no reason to believe that such information is inaccurate or incomplete, the Company has not independently verified any third party data for accuracy or completeness. Accordingly, undue reliance should not be placed on any third party data, including industry, market or competitive position data.

The forward-looking statements and any third party data, contained in this Circular are made as of the date hereof and the Company does not undertake any obligation to update publicly or revise any forward-looking statements or third party data, whether as a result of new information, future events or otherwise, except as required by applicable Securities Laws. The forward-looking statements contained herein are expressly qualified in their entirety by this cautionary statement.

Information for United States Company Shareholders

The Consideration Shares to be issued pursuant to the Arrangement to Company Shareholders in exchange for their Company Shares have not been and will not be registered under the U.S. Securities Act or any other U.S. Securities Laws, and are being issued in reliance on the Section 3(a)(10) Exemption thereof and available exemptions from registration or qualification requirements under applicable state or "blue sky" U.S. Securities Laws. The Section 3(a)(10) Exemption exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction, that is expressly authorized by Law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof.

The Consideration Shares issuable to Company Shareholders pursuant to the Arrangement, upon completion of the Arrangement, will be freely transferrable under the U.S. Securities Act, except by persons who are "affiliates" (within the meaning of Rule 144) of the Purchaser at such time or were affiliates of the Purchaser within 90 days before such time. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that directly or indirectly control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract or otherwise, and generally include executive officers and directors of the issuer as well as certain major shareholders of the issuer. Any resale of such Consideration Shares by such an affiliate (or former

affiliate) must be made pursuant to an effective registration statement or pursuant to an applicable exemption from the registration requirements of the U.S. Securities Act. See *"Part II — The Arrangement — Securities Law Matters — United States"*.

The solicitations of proxies for the Meeting are not subject to the requirements of Section 14(a) or Section 14(c) of the U.S. Exchange Act. Accordingly, the solicitations and transactions contemplated in this Circular are being made in the United States for securities of a Canadian issuer in accordance with Canadian Securities Laws, and this Circular has been prepared solely in accordance with disclosure requirements applicable in Canada. Company Shareholders in the United States should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act.

Information concerning the operations and business of the Purchaser and the Company contained herein has been prepared in accordance with the requirements of Canadian Securities Laws, which differ from the requirements of U.S. Securities Laws. The Company Financial Statements and the Purchaser Financial Statements were prepared in accordance with IFRS as issued by the International Accounting Standards Board, which differ from generally accepted accounting principles in the United States in certain material respects, and thus may not be comparable to financial statements and information of United States companies prepared in accordance with generally accepted accounting principles in the United States. The Purchaser's auditor is required to be independent with respect to the Purchaser within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of British Columbia. The Company's auditor is required to be independent with respect to the Company within the meaning of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia.

Company Shareholders subject to United States federal income taxation are advised to consult their tax advisors to determine the particular tax consequences to them of participating in the Arrangement and the ownership and disposition of Purchaser Shares acquired pursuant to the Arrangement.

The enforcement by investors of civil liabilities under the U.S. Securities Laws may be affected adversely by the fact that the Company and the Purchaser are organized or incorporated under the Laws of the Province of British Columbia, that certain of the officers and directors of the Company and the Purchaser are residents of countries other than the United States, that most or all of the experts named in this Circular are residents of countries other than the United States, and that substantial portions of the assets of the Purchaser are located outside the United States. As a result, it may be difficult or impossible for Company Shareholders to effect service of process within the United States upon the Company, the Purchaser and their respective officers or directors, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal or state "blue sky" U.S. Securities Laws. In addition, Company Shareholders should not assume that the courts of Canada (i) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal or "blue sky" U.S. Securities Laws, or (ii) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal or "blue sky" U.S. Securities Laws.

No Intermediary, salesperson or other person has been authorized to give any information or make any representation other than those contained in this Circular and, if given or made, such information or representation must not be relied upon as having been authorized by the Company.

THE ARRANGEMENT AND THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY SUCH STATE SECURITIES REGULATORY AUTHORITY PASSED ON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR THE ADEQUACY OR ACCURACY OF THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

Presentation of Financial Information and Currency

The Parties' report in Canadian dollars. In this Circular, unless otherwise specified or the context otherwise requires, all dollar amounts are expressed in Canadian dollars and references to "dollars", "C$" or "$" are to Canadian dollars.

The historical financial statements and all other financial information of the Parties included or incorporated by reference in this Circular, including the Company Financial Statements and the Purchaser Financial Statements, are reported in Canadian dollars and have been prepared in accordance with IFRS.

Information contained in this Circular or the documents incorporated by reference herein may include certain terms or performance measures that are not recognized under IFRS and do not have a standardized meaning prescribed by IFRS and are therefore unlikely to be comparable to similar measures presented by other companies. Rather, these measures are generally provided as additional information to complement IFRS measures by providing further understanding of the Parties' results of operations from management's perspective. Accordingly, these measures should not be considered in isolation or as a substitute for analysis of the Parties' financial information reported under IFRS and may be calculated differently by other companies. Non-IFRS measures may include, for example, cash costs, all-in sustaining costs, adjusted working capital, net income (loss) before finance expense, interest, taxation and depletion, adjusted net income (loss) before finance expense, interest, taxation and depletion, cash flow from operating activities before working capital changes and cash flow from operating activities before working capital changes per Company Share, are used to provide investors with supplemental measures of our operating performance or liquidity and thus highlight trends in our core business that may not otherwise be apparent when relying solely on IFRS measures. The Parties also believe that securities analysts, investors and other interested parties frequently use non-IFRS measures in the evaluation of issuers. Management of the Parties may also use non-IFRS measures in order to facilitate operating performance comparisons from period to period, to prepare annual operating budgets and forecasts and to determine components of management compensation.

Non-registered Company Shareholders

Only Registered Company Shareholders or the persons they appoint as their proxies are permitted to attend, participate and vote in person at the Meeting. Registered Company Shareholders are holders whose names appear on the Company Share register and are not held in the name of an Intermediary. Most Company Shareholders are Non-registered Company Shareholders because the Company Shares they own are not registered in their names but are instead registered (a) in the name of an Intermediary, such as the brokerage firm, bank or trust company through which they purchased or currently deal with for the Company Shares, or (b) in the name of a depositary (such as CDS) of which the Intermediary is a participant.

There are two kinds of Non-registered Company Shareholders: those who object to their name being made known to the issuers of securities which they own ("**objecting beneficial owners**" or "**OBOs**") and those who do not object ("**non-objecting beneficial owners**" or "**NOBOs**"). The Meeting Materials are being sent to both Registered Company Shareholders, as well as the Non-registered Company Shareholders (in accordance with the requirements of NI 54-101) indirectly through Intermediaries for onward distribution to the Non-registered Company Shareholders. The Company is not relying on the "notice-and-access" provisions of NI 54-101 to send "proxy-related materials" (as such terms are defined in NI 54-101) to Company Shareholders, is not sending proxy-related materials directly to NOBOs, and does not intend to pay for an Intermediary to deliver to OBOs the proxy-related materials and Form 54-101F7 – *Request for Voting Instructions made by Intermediary*. Accordingly, OBOs will not receive the Meeting Materials unless their Intermediary assumes the costs of delivery. All costs of the solicitation for the Meeting required to be paid for by Arcus will be borne by Arcus.

With respect to Non-registered Company Shareholders, in accordance with NI 54-101, the Company will have distributed copies of the Meeting Materials to the clearing agencies and Intermediaries for distribution to Non-registered Company Shareholders. Intermediaries are required to forward the Meeting Materials to Non-registered Company Shareholders unless a Non-registered Company Shareholder has waived the right to receive them. Intermediaries often use service companies, such as Broadridge, to forward the Meeting Materials to Non-registered Company Shareholders. Generally, Non-registered Company Shareholders who have not waived the right to receive Meeting Materials will either: be given a VIF which is not signed by the Intermediary and which, when properly completed and signed by the Non-registered Company Shareholder and returned to the Intermediary or its service company, will constitute voting instructions (often called a "**voting instruction form**") which the Intermediary must follow; or be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Company Shares beneficially owned by the Non-registered Company Shareholder but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-registered Company Shareholder when submitting the proxy. In this case, the Non-registered Company Shareholder who wishes to submit a proxy should properly complete the form of proxy and deposit it with Computershare Investor Services Inc., 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6.

The purpose of these procedures is to permit Non-registered Company Shareholders to direct the voting of their Company Shares they beneficially own. Should a Non-registered Company Shareholder who receives one of the above

forms wish to vote at the Meeting in person (or have another person attend and vote on behalf of the Non-registered Company Shareholder), the Non-registered Company Shareholder should strike out the persons named in the form of proxy and insert the Non-registered Company Shareholder or such other person's name in the blank space provided. Company Shares held by an Intermediary can only be voted by the Intermediary (for, withheld or against resolutions) upon the instructions of the Non-registered Company Shareholder. Without specific instructions, Intermediaries are prohibited from voting Company Shares. In either case, Non-registered Company Shareholders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or VIF is to be delivered. **If a Non-registered Company Shareholder does not specify a choice and the Non-registered Company Shareholder has appointed one of the management proxyholders as proxyholder, the management proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.**

For more information, please see please see specifically "*Part V — General Proxy Matters — Information for Non-registered Company Shareholders*".

Cautionary Note Regarding Technical Disclosure

Unless otherwise indicated, any and all scientific or technical information included in this Circular or incorporated by reference (the "**Technical Disclosure**"), including for example any mineral resource or mineral reserve estimates, if any, have been prepared in accordance with NI 43-101 and the Canadian Institute of Mining, Metallurgy and Petroleum (the "**CIM**") – *CIM Definition Standards on Mineral Resources and Mineral Reserves*, adopted by the CIM Council, as amended (the "**CIM Standards**"). NI 43-101 is a rule developed by the Canadian Securities Administrators, which establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects. The terms "mineral resource", "inferred mineral resource" and "indicated mineral resource" are Canadian mining terms as defined in accordance with NI 43-101 and the CIM Standards. Any and all mineral resources are reported exclusive of mineral reserves. Mineral resources that are not mineral reserves do not have demonstrated economic viability. The estimation of "measured", "indicated" or "inferred" mineral resources involves greater uncertainty as to their existence and economic feasibility than the estimation of proven and probable mineral reserves. The estimation of "inferred" mineral resources involves far greater uncertainty as to their existence and economic viability than the estimation of other categories of mineral resources. It cannot be assumed that all or any part of a "measured", "indicated" or "inferred" mineral resource will ever be upgraded to a higher category or converted into a mineral reserve. Under Canadian rules, estimates of "inferred mineral resources" may not form the basis of feasibility studies, prefeasibility studies or other economic studies, except in prescribed cases, such as in a preliminary economic assessment under certain circumstances. Investors are cautioned not to assume that any part or all of a "measured", "indicated" or "inferred" mineral resource exists or is economically or legally mineable. An estimate of mineral resources may be materially affected by environmental, permitting, legal, title, taxation, socio-political, marketing, or other relevant issues. The quantity and grade of reported inferred mineral resources in an estimation are uncertain in nature and there has been insufficient exploration to define such inferred mineral resources as an indicated mineral resource or measured mineral resource and it is uncertain if further exploration will result in upgrading them to an indicated mineral resource or measured mineral resource category. Inferred mineral resources are considered too speculative geologically to have the economic considerations applied to enable them to be categorized as mineral reserves. The mineral resources in this Circular were reported using CIM Standards.

The Technical Disclosure relating to the Blue Property set forth herein or incorporated by reference has been derived from or is based on the technical report with an effective date of September 6, 2019 and titled "*Technical Report on the Blue Property Southwest of Atlin, British Columbia, Canada*", and prepared by Matthew Carter, P.Geo., of Dahrouge Geological Consulting Ltd. for the Purchaser (the "**Blue Property Report**"). Further information about the Purchaser's material mineral property, the Blue Property, can be found in Appendix H *"Information Concerning the Purchaser"* attached to this Circular, and the Blue Property Report is available under the Purchaser's profile on SEDAR+ at www.sedarplus.ca.

The Technical Disclosure relating to the Touleary Property set forth herein or incorporated by reference has been derived from or is based on the technical report with an effective date of November 3, 2025 and titled "*Technical Report describing Geology, Mineralization, Geochemistry, Geophysics, Trenching and Diamond Drilling at the Touleary Property in the Dawson Mining District, West Central Yukon Territory*", and prepared by William A. Wengzynowski, B.A.Sc., P. Eng, for the Company (the "**Touleary Property Report**"). Further information about the Company's material mineral property, the Touleary Property, can be found in Appendix G*"Information Concerning*

the Company" attached to this Circular, and the Touleary Property Report is available under the Company's profile on SEDAR+ at www.sedarplus.ca.

Cautionary Note to United States Company Shareholders Regarding Technical Disclosure

Technical Disclosure in this Circular or any document incorporated by reference, if any, has been prepared in accordance with Canadian standards for the reporting of mineral resource and mineral reserve estimates, which differ from the previous and current standards of U.S. Securities Laws. In particular, and without limiting the generality of the foregoing, the terms "mineral reserve", "proven mineral reserve", "probable mineral reserve", "inferred mineral resources", "indicated mineral resources," "measured mineral resources" and "mineral resources" used or referenced in the Technical Disclosure, are Canadian mineral disclosure terms as defined in accordance with NI 43-101 and the CIM Standards.

For United States reporting purposes, the SEC adopted amendments to its disclosure rules (the "**SEC Modernization Rules**") in 2019 to modernize the mining property disclosure requirements for issuers whose securities are registered with the SEC under the U.S. Exchange Act. The SEC Modernization Rules more closely align the SEC's disclosure requirements and policies for mining properties with current industry and global regulatory practices and standards, including NI 43-101, and replace the historical property disclosure requirements for mining registrants that were included in SEC Industry Guide 7. Mineral reserve and mineral resource information contained in the Technical Disclosure may not be comparable to similar information disclosed by United States companies subject to under U.S. Securities Laws.

As a result of the adoption of the SEC Modernization Rules, the SEC now recognizes estimates of "measured mineral resources", "indicated mineral resources" and "inferred mineral resources." In addition, the SEC has amended its definitions of "proven mineral reserves" and "probable mineral reserves" to be "substantially similar" to the corresponding CIM Standards that are required under NI 43-101. While the SEC will now recognize "measured mineral resources", "indicated mineral resources" and "inferred mineral resources", United States Company Shareholders should not assume that all or any part of the mineralization in these categories will be converted into a higher category of mineral resources or into mineral reserves without further work and analysis. Mineralization described using these terms has a greater amount of uncertainty as to its existence and feasibility than mineralization that has been characterized as reserves. Accordingly, United States Company Shareholders are cautioned not to assume that all or any measured mineral resources, indicated mineral resources, or inferred mineral resources that the Company reports are or will be economically or legally mineable without further work and analysis. Further, "inferred mineral resources" have a greater amount of uncertainty and as to whether they can be mined legally or economically. Therefore, United States Company Shareholders are also cautioned not to assume that all or any part of inferred mineral resources will be upgraded to a higher category without further work and analysis. Under Canadian Securities Laws, estimates of "inferred mineral resources" may not form the basis of feasibility or pre-feasibility studies, except in rare cases. While the above terms are "substantially similar" to CIM definitions, there are differences in the definitions under the SEC Modernization Rules and the CIM Standards. Accordingly, there is no assurance any mineral reserves or mineral resources that the Company may report as "proven mineral reserves", "probable mineral reserves", "measured mineral resources", "indicated mineral resources" and "inferred mineral resources" under NI 43-101 would be the same had the Company or the Purchaser disclosed the Technical Disclosure under the standards adopted under the SEC Modernization Rules or under the prior standards of SEC Industry Guide 7.

Qualified Persons for Technical Disclosure

The Technical Disclosure included in this Circular or incorporated by reference was reviewed and approved by Nicholas Rodway, P.Geo. (Licence No. 46541; Permit to Practice No. 1000359), President, CEO and Director of Core Silver Corp. a Qualified Person as defined by NI 43-101. Mr. Rodway has supervised the preparation of, verified and approved the technical content in this Circular on behalf of the Companies. Verification included a review of available assessment reports, drill logs, sample records and analytical certificates. No limitations were noted during the verification process.

GLOSSARY OF TERMS

The following is a glossary of certain terms used in this Circular, including in the section entitled *"Summary Information Regarding the Arrangement"*.

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any offer, proposal, expression of interest, or inquiry, whether oral or written, from any person (other than a Party or any of its affiliates) made after the date hereof relating to: (i) any acquisition, sale, lease, long-term supply agreement or other arrangement having the same economic effect as a sale, direct or indirect, of: (a) 20% of the assets of a Party (based on the most recently filed financial statements on SEDAR+); or (b) 20% or more of any voting or equity securities of a Party; (ii) any take-over bid, tender offer or exchange offer for any class of voting or equity securities of a Party; or (iii) a plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving a Party;

"**Advance Notice Provisions**" means the advance notice provisions adopted by the Company under its Articles, as may be amended from time to time.

"**affiliate**" has the meaning ascribed to such term in National Instrument 45-106 – *Prospectus Exemptions*;

"**allowable capital loss**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Taxation of Capital Gains and Capital Losses*";

"**Arrangement**" means the arrangement under section 288 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto in accordance with the Plan of Arrangement or at the direction of the Court in the Final Order with the prior written consent of the Company and Purchaser, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement dated as of July 9, 2026 between the Company and the Purchaser (including the schedules attached thereto), as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof;

"**associate**" has the meaning ascribed to such term in the Securities Act;

"**Audit Committee**" means the audit committee of the Company Board;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;

"**Blue Property**" means the Purchaser's Blue property, comprised of 83 mining claims located approximately 48 kilometres southwest of Atlin, British Columbia;

"**Blue Property Report**" has the meaning ascribed thereto in "*Management Information Circular – Cautionary Note Regarding Technical Disclosure*";

"**Binding LOI**" has the meaning ascribed thereto in "*Part II — The Arrangement — Background to the Arrangement*";

"**Broadridge**" means Broadridge Financial Solutions, Inc.;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia or Toronto, Ontario;

"**Canada-U.S. Treaty**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations — Holders Not Resident in Canada — Dividends on Purchaser Shares*";

"**Canadian Securities Laws**" means the Securities Act, together with all other applicable provincial and territorial securities laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Canadian Securities Regulators**" means the securities commissions or similar securities regulatory authorities in each of the applicable provinces and territories of Canada;

"**CDS**" means CDS Clearing and Depositary Services Inc.;

"**CEO**" means Chief Executive Officer;

"**CFO**" means Chief Financial Officer;

"**CIM**" has the meaning ascribed thereto in "*Management Information Circular – Cautionary Note Regarding Technical Disclosure*";

"**CIM Council**" means the governing council of the CIM;

"**CIM Standards**" has the meaning ascribed thereto in "*Management Information Circular – Cautionary Note Regarding Technical Disclosure*";

"**Circular**" means the notice of the Meeting and accompanying management information circular, including all appendices, schedules and exhibits thereto, to be sent to, among others, the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time;

"**Combined Company"** means Core Silver Corp. after giving effect to the Arrangement;

"**Company**" or "**Arcus**" means Arcus Development Group Inc., a corporation organized under the Laws of the Province of British Columbia;

"**Company Annual Financial Statements**" means the audited consolidated financial statements of the Company as at, and for the years ended, July 31, 2025 and July 31, 2024 including the notes thereto and the Auditor's report thereon;

"**Company Annual MD&A**" means the management's discussion and analysis of operations and financial condition of the Company for the financial year ended July 31, 2025;

"**Company Arrangement Resolution**" means the special resolution of the Company Shareholders approving the Arrangement to be considered at the Meeting, substantially in the form and content of Appendix A to this Circular;

"**Company Board**" means the board of directors of the Company as the same is constituted from time to time;

"**Company Convertible Securities**" means the Company Options and the Company Warrants;

"**Company Disclosure Letter**" means the disclosure letter executed by the Company and delivered to Purchaser in connection with the execution of the Arrangement Agreement;

"**Company Financial Statements**" means the Company Annual Financial Statements and Company Interim Financial Statements;

"**Company Interim Financial Statements**" means the condensed interim financial statements for the nine months ended April 30, 2026 and 2025;

"**Company Interim MD&A**" means management's discussion and analysis of operations and financial condition of the Company for the nine month period ended April 30, 2026;

"**Company MD&As**" means the Company Annual MD&A and the Company Interim MD&A.

"**Company Options**" means options granted by the Company to purchase the Company Shares pursuant to the Stock Option Plan;

"**Company Option Holders**" means the holders of the Company Options;

"**Company Public Disclosure Record**" means all documents and information required to be filed or furnished, as applicable, by the Company on SEDAR+ under applicable Canadian Securities Laws;

"Company Securityholders" means the Company Shareholders, Company Option Holders and Company Warrant Holders;

"**Company Shareholder Approval**" means the approval of the Company Arrangement Resolution by at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting;

"Company Shareholders" means the holders of the Company Shares;

"**Company Shares**" means the common shares without par value in the authorized capital of the Company;

"**Company Warrants**" means the Company Share purchase warrants issued and outstanding from time to time;

"**Company Warrant Holders**" means the holders of the Company Warrants;

"**Computershare**" means Computershare Investor Services Inc., in its capacity as the registrar and transfer agent of the Company Shares;

"**Confidentiality Agreement**" means the confidentiality agreement between the Purchaser and the Company dated February 23, 2026, as may be amended or restated from time to time;

"**Consideration**" means the Consideration Shares to be received by each Company Shareholder (other than a Dissenting Company Shareholder) pursuant to the Plan of Arrangement in consideration for Company Shares held by each Company Shareholder of one (1) Purchaser Share in exchange for each Company Share;

"**Consideration Share**" means a Purchaser Share to be issued to a Company Shareholder in exchange for a Company Share pursuant to the Arrangement at the Exchange Ratio;

"**Contract**" means any contract, agreement, license, franchise, lease, arrangement or other right or obligation to which the Company or the Purchaser is a party or by which the Company or the Purchaser is bound or affected or to which any of their respective properties or assets is subject;

"**Court**" means the Supreme Court of British Columbia, or other court as applicable;

"**CRA**" means the Canada Revenue Agency;

"**CSE**" means the Canadian Securities Exchange;

"**Depositary**" means Odyssey Trust Company, the depositary for the purpose of, among other things, exchanging certificates representing Company Shares for certificates representing Consideration Shares in connection with the Arrangement;

"**Dissent Procedures**" means the dissent procedures set out in Section 237 through Section 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order, and any other order of the Court, as described under "*Part II — The Arrangement — Right to Dissent*";

"**Dissent Rights**" has the meaning ascribed thereto in the Plan of Arrangement;

"**Dissenting Company Shareholder**" means a Registered Company Shareholder who (i) has duly and validly exercised their Dissent Rights in strict compliance with the dissent procedures set out in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement, and (ii) has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

"**Dissenting Company Shares**" means Company Shares held by a Dissenting Company Shareholder and in respect of which the Dissenting Company Shareholder has duly and validly exercised Dissent Rights;

"**DRS**" means Direct Registration System;

"**DRS Advice**" means a DRS advice statement, evidencing the securities held by a Company Shareholder in book-based form in lieu of a physical certificate;

"**DTC**" means the Depository Trust Company;

"**Effective Date**" means the date upon which all of the conditions to completion of the Arrangement as set forth in the Arrangement Agreement have been satisfied or waived and all documents agreed to be delivered hereunder have been delivered to the satisfaction of the Parties hereto, acting reasonably or such other date that the Parties agree in writing;

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time on the Effective Date that the Parties agree in writing;

"**Eligible Institution**" means a Canadian Schedule I chartered bank, a member of the Securities Transfer Agents Medallion Program, a member of the Stock Exchanges Medallion Program or a member of the New York Stock Exchange, Inc. Medallion Signature Program. Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Canadian Investment Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States;

"**Evans & Evans**" means Evans & Evans, Inc., the author of the E&E Fairness Opinion;

"**E&E Fairness Opinion**" means the opinion of Evans & Evans dated July 9, 2026, to the effect that, as of the date of such opinion and based upon and subject to the assumptions, limitations and qualifications set forth therein, the Arrangement and Exchange Ratio are fair, from a financial point of view, to the Company Shareholders;

"**Exchange Ratio**" means one (1) Purchaser Share per one Company Share;

"**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA, approving the Arrangement, in form and substance acceptable to the Company and Purchaser (each, acting reasonably), after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of the Parties at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and Purchaser, each acting reasonably) on appeal;

"**Former Company Shareholders**" means the Company Shareholders immediately prior to the Effective Time (including, for greater certainty, Company Shareholders whose Company Shares shall settle at the Effective Time for Company Shares in accordance with the Plan of Arrangement);

"**Governmental Entity**" means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) any subdivision, agent, commission, bureau, board or authority of any of the foregoing; (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock exchange, including the TSXV and the CSE;

"**holder**", when used with reference to any securities of the Company, means the holder of such securities shown from time to time in the central securities register maintained by or on behalf of the Company in respect of such securities;

"**Holder**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations*";

"**IFRS**" means, at the relevant time, the International Financial Reporting Standards as issued by the International Accounting Standards Board, prepared on a consistent basis;

"**informed person**" has the meaning ascribed thereto in "*Part IV – Other Information – Interest of Informed Persons in Material Transactions*";

"**Interim Order**" means the interim order of the Court, to be issued following the application therefor contemplated in the Arrangement Agreement, in form and substance acceptable to the Company and Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as the same may be affirmed, amended, modified, supplemented or varied by the Court with the consent of the Company and Purchaser, each acting reasonably;

"**Intermediary**" includes a broker, investment dealer, bank, trust company, nominee or other intermediary;

"**Investment Canada Act**" means the *Investment Canada Act* (Canada)*;*

"**Key Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an order prohibiting closing being made) of Governmental Entities as set out in Schedule C of the Arrangement Agreement;

"**Key Third Party Consents**" means those consents and approvals required from a third party to proceed with the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement, as set out in the Purchaser Disclosure Letter and the Company Disclosure Letter, as applicable;

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority, and the term "applicable" with respect to such Laws and in a context that refers to one or more persons, means such Laws as are applicable to such person(s) or its business, undertaking, property or securities and emanate from a person having jurisdiction over the person(s) or its or their business, undertaking, property or securities;

"**Letter of Transmittal**" means the letter of transmittal to be delivered by the Company to the Company Shareholders providing for the delivery of Company Shares to the Depositary, as applicable;

"**Liens**" means any pledge, claim, lien, charge, option, hypothec, mortgage, deed of trust, security interest, restriction, adverse right, prior assignment, lease, sublease, royalty, levy, right to possession or any other encumbrance, easement, license, right of first refusal, covenant, voting trust or agreement, transfer restriction under any shareholder or similar agreement, right or restriction of any kind or nature whatsoever, whether contingent or absolute, direct or indirect, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"**Material Adverse Effect**" means, in respect of any Party (the "**Subject Party**"), any change, effect, event or occurrence that either individually or in the aggregate with other such changes, effects, events or occurrences, is material and adverse to the business, operations, results of operations, prospects, assets, properties, condition (financial or otherwise) or liabilities of that person, except any change, effect, event or occurrence resulting from or relating to:

(a) changes, developments or conditions in or relating to general international or Canadian political (including any outbreak of hostilities or war or acts of terrorism or any escalation), economic (including trade wars or tariff regimes), financial, banking, currency exchange or capital market conditions;

(a) any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Entity;

(b) changes or developments affecting the global mining or precious metals mining industry in general;

(c) any changes in the price of silver or gold;

(d) any generally applicable changes in IFRS as incorporated in the CPA Canada Handbook;

(e) any hurricane, flood, tornado, earthquake or other natural disaster, man-made disaster or comparable event;

(f) the commencement or continuation of any epidemic, pandemic, disease outbreak, other outbreak of illness, health crisis or public health event including the escalation or worsening thereof and any response by a Governmental Entity thereto;

(g) any action taken (or omitted to be taken) by the Subject Party which is required to be taken (or omitted to be taken) pursuant to this Agreement or applicable Law;

(h) any action taken (or omitted to be taken) by a Party which is expressly consented to by the other Party in writing;

(i) a change in the market price or trading volume of the Company Shares or Purchaser Shares (provided that the underlying cause of any such change may be taken into account in determining whether there has been a Material Adverse Effect);

(j) a change attributable to the execution, announcement, pendency or performance of the transactions contemplated by the Arrangement Agreement (including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Subject Party with any of the Subject Party's current or prospective shareholders; and any litigation relating to or resulting from the Arrangement Agreement or the transactions contemplated thereby);

(k) a change relating to exchange rates; or

(l) any failure by the Subject Party to meet any public estimates or expectations regarding its revenues, earnings or other financial performance or results of operations (provided that the underlying cause of any such change may be taken into account in determining whether there has been a Material Adverse Effect);

provided, however, that each of clauses (a) through (g) above shall not apply to the extent that any of the changes, developments, conditions or occurrences referred to therein relate primarily to (or have the effect of relating primarily to) the Company or the Purchaser or disproportionately adversely affect the Company or the Purchaser in comparison to other persons of a similar size who operate in the precious metals mining industry;

"**Material Contract**" means, in respect of any person, any Contract that: (a) if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect on such person; (b) under which such person has directly or indirectly guaranteed any liabilities or obligations of a third party (other than Ordinary Course endorsements for collection) in excess of $0.3 million in the aggregate with respect to the Company and $0.5 million in the aggregate with respect to the Purchaser; (c) relates to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of $0.3 million with respect to the Company and $0.5 million with respect to the Purchaser; (d) provides for the establishment, organization or formation of any joint venture; (e) under which such person is obligated to make or expects to receive payments in excess of $0.3 million with respect to the Company and $0.5 million with respect to the Purchaser, over the remaining term of the Contract; (f) limits or restricts such person from engaging in any line of business or any geographic area in any material respect; or (g) is otherwise material to such person; and, for greater certainty, with respect to the Company, includes the Material Contracts listed in Schedule 3.1(u) of the Company Disclosure Letter and, with respect to Purchaser, includes the Material Contracts listed in Schedule 4.1(u) of the Purchaser Disclosure Letter;

"**material fact**" has the meaning attributed to such term under the Securities Act;

"**Meeting**" means the annual general and special meeting of the Company Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought fit, approving the Company Arrangement Resolution;

"**Meeting Materials**" means with respect to the Meeting, the Notice of Meeting, Circular, form of proxy or VIF and the financial statements request form;

"**MI 61-101**" means Multilateral Instrument 61-101 — *Protection of Minority Security Holders in Special Transactions*;

"**misrepresentation**" has the meaning attributed to such term under the Securities Act;

"**NI 43-101**" means National Instrument 43-101 — *Standards of Disclosure for Mineral Projects;*

"**NI 54-101**" means National Instrument 54-101 — *Communication with Beneficial Owners of Securities of a Reporting Issuer*;

"**NOBO**" means a Company Shareholder who is a non-objecting beneficial owner of Company Shares;

"**Non-registered Company Shareholders**" means Company Shareholders that do not hold their Company Shares in their own name and whose Company Shares are held through an Intermediary;

"**Non-Resident Dissenting Holder**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations — Holders Not Resident in Canada — Dissenting Holders Not Resident in Canada*";

"**Non-Resident Holder**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations — Holders Not Resident in Canada*";

"**Notice of Dissent**" has the meaning ascribed thereto in *"Part II — The Arrangement — Right to Dissent";*

"**Notice of Hearing of Petition**" means the Notice of Hearing of Petition attached as Appendix D to this Circular;

"**Notice of Meeting**" means the Notice of Annual General & Special Meeting of Company Shareholders, which accompanies this Circular;

"**Notice Shares**" has the meaning ascribed thereto in *"Part II — The Arrangement — Right to Dissent";*

"**OBO**" means a Company Shareholder who is an objecting beneficial owner of Company Shares;

"**Ordinary Course**" or any similar reference, means, with respect to an action taken by a person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person;

"OTCQB" means the OTCQB® Venture Market in the United States;

"**Outside Date**" means September 30, 2026 or such later date as may be agreed to in writing by the Parties;

"**Parties**" means the Company and the Purchaser, and "**Party**" means any one of them;

"**Permit**" means any lease, license, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of or from any Governmental Entity;

"**person**" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Plan Holder**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Eligibility for Investment by Registered Plans*";

"**Plan of Arrangement**" means the plan of arrangement substantially in the form and content set out in Appendix E to this Circular, as amended, modified or supplemented from time to time in accordance with the Arrangement Agreement and the Plan of Arrangement or at the direction of the Court in the Final Order, with the consent of the Company and the Purchaser, each acting reasonably;

"**Pre-Acquisition Reorganization**" has the meaning ascribed to such term in the Arrangement Agreement;

"**Proceeding**" means any court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal), arbitration or other dispute settlement procedure, formal (or, to the Company's knowledge, informal) investigation or inquiry before or by any Governmental Entity, or any material claim, action, suit, demand, arbitration, charge, indictment, hearing, demand letter or other similar civil, quasi-criminal or criminal, administrative or investigative matter or proceeding, including by any third party whatsoever;

"**Proposed Amendments**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations*";

"**Proposed Transaction**" has the meaning ascribed thereto in "*Part II — The Arrangement — Background to the Arrangement*";

"**Purchaser**" or "**Core Silver**" means Core Silver Corp., a corporation organized under the Laws of the Province of British Columbia;

"**Purchaser Annual Financial Statements**" means the audited consolidated financial statements of the Purchaser as at, and for the years ended, September 30, 2025 and 2024 including the notes thereto and the Purchaser's auditor's report thereon;

"**Purchaser Annual MD&A**" means the management's discussion and analysis of financial condition and results of operations of the Purchaser for the financial year ended September 30, 2025;

"**Purchaser Board**" means the board of directors of the Purchaser;

"**Purchaser Disclosure Letter**" means the disclosure letter dated July 9, 2026 regarding the Arrangement Agreement that was executed by the Purchaser and delivered to the Company concurrently with the execution of the Arrangement Agreement;

"**Purchaser Financial Statements**" means the Purchaser Annual Financial Statements and Purchaser Interim Financial Statements;

"**Purchaser Interim Financial Statements**" means the condensed interim financial statements of the Purchaser for the six months ended March 31, 2026;

"**Purchaser Interim MD&A**" means the management's discussion and analysis of financial condition and results of operations of the Purchaser for the six months ended March 31, 2026;

"**Purchaser LTIP**" means the long term equity incentive plan of the Purchaser as it may be amended, supplemented, restated or otherwise modified from time to time;

"**Purchaser LTIP Awards**" means the restricted share units ("**RSUs**"), performance share units ("**PSUs**") and deferred share units ("**DSUs**") granted under the Purchaser LTIP Plan, each of which generally represents one common share upon vesting or settlement;

"**Purchaser MD&As**" means the Purchaser Annual MD&A and the Purchaser Interim MD&A.

"**Purchaser Options**" means options granted by the Purchaser to purchase Purchaser Shares pursuant to the Purchaser Stock Option Plan;

"**Purchaser Shareholder**" means a holder of one or more Purchaser Shares;

"**Purchaser Shares**" means common shares without par value in the authorized capital of the Purchaser;

"**Purchaser Stock Option Plan**" means the Purchaser's 10% "rolling" stock option plan adopted on June 16, 2026;

"**Purchaser Warrants**" means the Purchaser Share purchase warrants issued and outstanding from time to time;

"**Qualified Person**" shall have the meaning ascribed to such term in NI 43-101;

"**Receiving Party**" has the meaning ascribed thereto in "*Part II — The Arrangement — The Arrangement Agreement — Right to Match*";

"**Record Date**" means July 20, 2026;

"**Registered Company Shareholder**" means the person whose name appears on the central securities register of the Company as the owner of Company Shares;

"**Registered Plan**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Eligibility for Investment by Registered Plans*";

"**Regulation S**" means Regulation S under the U.S. Securities Act;

"**Representatives**" means, collectively, with respect to a Party, that Party's officers, directors, employees, consultants, advisors, agents or other representatives (including lawyers, accountants, investment bankers and financial advisors);

"**Resident Dissenting Holder**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Dissenting Holders Resident in Canada*";

"**Resident Holder**" has the meaning ascribed thereto in "*Part II — The Arrangement— Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada*";

"**Responding Party**" has the meaning ascribed thereto in "*Part II — The Arrangement — The Arrangement Agreement — Right to Match*";

"**Response Period**" has the meaning ascribed to such term in "*Part II — The Arrangement —Right to Match*";

"**Response to Petition**" has the meaning ascribed thereto in "*Summary Information Regarding the Arrangement — Court Approvals*";

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

"**SEC**" means the United States Securities and Exchange Commission;

"**SEC Modernization Rules**" has the meaning ascribed thereto in *"Management Information Circular — Cautionary Note to United States Company Shareholders Regarding Technical Disclosure*";

"**Section 3(a)(10) Exemption**" has the meaning ascribed thereto in "*Management Information Circular — Cautionary Notice Regarding Forward-Looking Statements*";

"**Securities Act**" means the S*ecurities Act* (British Columbia) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Securities Laws**" means applicable Canadian Securities Laws and U.S. Securities Laws;

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval + described in National Instrument 13-103 – *System for Electronic Document Analysis and Retrieval+ (SEDAR+)* and available for public view at www.sedarplus.ca, which sets forth the Company Public Disclosure Record;

"**Share Exchange**" has the meaning ascribed thereto in "*Part II — The Arrangement— Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Exchange of Company Shares for Purchaser Shares*";

"**Special Committee**" means the special committee established by the Company Board in connection with the transaction contemplated by the Arrangement Agreement;

"**Stock Option Plan**" has the meaning ascribed thereto in "*Part I — Meeting Items Other Than the Arrangement — Executive Compensation — Incentive Awards*";

"**Subject Securities**" has the meaning ascribed thereto in *"Part II — The Arrangement — Voting Agreements";*

"**Superior Proposal**" means any bona fide, unsolicited, written Acquisition Proposal made by a third party after the date of the Arrangement Agreement that relates to the acquisition of 100% of the outstanding voting shares of a Party (the "**Target**") (other than voting shares of the Target owned by the person making the Superior Proposal) or all or substantially all of the consolidated assets of the Target, taken as a whole; and

(a) that complies with applicable Laws and did not result from or involve a breach of the Arrangement Agreement;

(b) that is not subject to a financing condition and in respect of which any funds or other consideration necessary to complete such Acquisition Proposal have been demonstrated to the satisfaction of the Target's board of directors, acting in good faith (after consultation with its financial advisor(s) and outside legal counsel), to have been obtained or are reasonably likely to be obtained to fund completion of such Acquisition Proposal at the time and on the basis set out therein;

(c) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the person making such proposal;

(d) that, in the case of an Acquisition Proposal to acquire 100% of the outstanding voting shares of the Target (other than voting shares of the Target owned by the person making the Superior Proposal), is made available to all shareholders of the Target on the same terms and conditions;

(e) that is not subject to a due diligence condition; and

(f) in respect of which the Target's board of directors determines, in its good faith judgment, after receiving the advice of its outside legal and financial advisors, that having regard for all of its terms and conditions, such Acquisition Proposal, would, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable to the holders of its voting shares from a financial point of view than the Arrangement;

"**Supporting Securityholders**" has the meaning ascribed thereto in *"Part II — The Arrangement — Voting Agreements";*

"**Tax**" or "**Taxes**" means any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity, including for greater certainty all income or profits taxes (including Canadian federal, provincial and territorial income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes, sales and use taxes, ad valorem taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business license taxes, mining royalties, alternative minimum taxes, estimated taxes, abandoned or unclaimed (escheat) taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers' compensation, Canada and other government pension plan premiums or contributions and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which a Party is required to pay, withhold or collect, together with any interest, penalties or other additions to tax that may become payable in respect of such taxes, and any interest in respect of such interest, penalties and additions whether disputed or not;

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

"**taxable capital gain**" has the meaning ascribed thereto in "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Taxation of Capital Gains and Capital Losses*";

"**Technical Disclosure**" has the meaning ascribed thereto in "*Management Information Circular — Cautionary Note Regarding Technical Disclosure*";

"**Termination Compensation**" means compensation payable to any director or executive officer of an issuer upon or following the termination of such director or executive officer's service in such capacity, including in connection with any change in control arrangements in force between such director or executive officer and the issuer from time to time;

"**Termination Fee**" means the amount of $150,000;

"**Touleary Property**" means the Company's Touleary property, comprised of 397 mining claims located approximately 100 kilometres south of Dawson City, Yukon;

"**Touleary Property Report**" has the meaning ascribed thereto in "*Management Information Circular – Cautionary Note Regarding Technical Disclosure*";

"**Transfer**" has the meaning ascribed thereto in "*Part II — The Arrangement — Voting Agreements*";

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

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

"**United States Company Shareholders**" means Company Shareholders who are residents or citizens of the United States;

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

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

"**U.S. Securities Laws**" means federal and state securities legislation of the United States and all rules, regulations and orders promulgated thereunder;

"**U.S. Tax Code**" means the United States *Internal Revenue Code of 1986,* as amended;

"**VIF**" means a voting instruction form; and

"**Voting Agreements**" means the agreements to vote in favour of the Company Arrangement Resolution dated the date of this Agreement and made between the Purchaser and each of the directors and officers of the Company.

SUMMARY INFORMATION REGARDING THE ARRANGEMENT

The following is a summary of certain information regarding the Arrangement contained elsewhere in this Circular, including the appendices hereto, and is qualified in its entirety by reference to the more detailed information contained or referred to elsewhere in this Circular or in the appendices hereto. Capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the *"Glossary of Terms"*.

The Meeting

The Meeting will be held at Suite 2501 – 550 Burrard Street, Vancouver, British Columbia at 10:00 a.m. (Vancouver time) on August 25, 2026 for the purposes indicated in the Notice of Meeting. At the Meeting, the Company Shareholders will be asked to consider and, if thought fit, to pass, with or without variation, the Company Arrangement Resolution.

Recommendation of the Special Committee and the Company Board

The Special Committee, after consulting with management of the Company and legal and financial advisors in evaluating the Arrangement, and taking into account other factors including the reasons described in the section entitled *"Part II — The Arrangement — Reasons for Recommendation of the Special Committee and the Company Board",* unanimously recommended that the Company Board approve the Arrangement Agreement and the Arrangement.

The Company Board, after consulting with management of the Company and legal and financial advisors in evaluating the Arrangement and acting on the unanimous recommendation of the Special Committee, and taking into account other factors including the reasons described in the section entitled *"Part II — The Arrangement — Reasons for Recommendation of the Special Committee and the Company Board',* unanimously determined that the Arrangement is in the best interests of the Company. **Accordingly, the Company Board unanimously recommends that the Company Shareholders vote FOR the Company Arrangement Resolution.**

See "*Part II — The Arrangement — Recommendation of the Special Committee and the Company Board*".

Reasons for Recommendation of the Special Committee and the Company Board

The Special Committee and the Company Board consulted with management of the Company and legal and financial advisors in evaluating the Arrangement and, in reaching their respective conclusions and formulating their unanimous recommendations, reviewed a significant amount of information and considered a number of factors, including the following, among others:

- Under the terms of the Arrangement Agreement and the Exchange Ratio, Company Shareholders will receive one (1) Purchaser Share for each Company Share. When the LOI was entered into, this represented a 73.2% premium to the closing price of the Company's Shares on April 24, 2026, the last trading prior to the LOI, based on the closing prices of the Company Shares on the TSX Venture Exchange ($0.41) and the Purchaser Shares on the Canadian Securities Exchange ($0.71). As of the date of the announcement of the Arrangement Agreement, this represented consideration of approximately $0.37 per Company Share and a premium of 5.71% based on the closing prices of the Company Shares on the TSXV ($0.35) and the Purchaser Shares on the CSE ($0.37), each as of the close of trading on July 9, 2026, the day the definitive Arrangement Agreement was announced. While the premium eroded between the announcement of the LOI and the Arrangement Agreement, the lack of a significant premium is not unreasonable as the Company has been relatively inactive for over 10 years, with no exploration undertaken on the Touleary Property during that time, and the Touleary Property is an early-stage exploration property. Company Shareholders will maintain exposure to the Company's Touleary Property, and gain exposure to the Purchaser's material mineral project, the Blue Property, providing diversification in terms of both jurisdiction and commodity focus.
- Company Shareholders will hold approximately 39.2% of the issued and outstanding shares of the Combined Company upon completion of the Arrangement, based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular on a non-diluted basis. The Arrangement provides for meaningful retained ownership in the Combined Company and ongoing exposure to near-term value catalysts, including the future advancement of the Touleary

Property and the Blue Property. The liquidity position and combined cash position of the Combined Company will support funding of exploration and the Touleary Property and the Blue Property.

- The risks and potential rewards associated with the Company continuing to execute its business and strategic plan as an independent entity, as an alternative to the Arrangement, and that the Combined Company will be better positioned to pursue a growth and value maximizing strategy as compared with the Company on a standalone basis, as a result of the Combined Company's larger market capitalization, increased technical expertise, asset diversification and elimination of single asset risk, increased financial capacity, enhanced access to capital over the long term, and the likelihood of increased investor interest and access to business development opportunities due to the Combined Company's larger market presence.
- Upon completion of the Arrangement, the Combined Company will have a broader shareholder base, expected increased trading liquidity and a larger public float than the Company presently holds. The expected increased market capitalization and trading liquidity upon completion of the Arrangement is anticipated to broaden the Combined Company's investor appeal.
- The impact of the Arrangement on all stakeholders in the Company, including Company Shareholders, employees, and local communities and governments, as well as the environment and the long-term interests of the Company.
- The Arrangement Agreement is the result of a comprehensive arm's length negotiation process with the Purchaser that was undertaken by the Company with the assistance of legal and financial advisors and with the oversight and participation of the Special Committee. The Arrangement Agreement includes terms and conditions that are reasonable in the judgment of the Special Committee and the Company Board.
- The E&E Fairness Opinion delivered to the Special Committee to the effect that, as of the date thereof, and based upon and subject to the assumptions, limitations and qualifications set forth in the E&E Fairness Opinion, the Arrangement and Exchange Ratio are fair, from a financial point of view, to the Company Shareholders.
- Current industry, economic and market conditions and trends and its expectations of the future prospects in gold exploration and the mining sector and potential for further consolidation and acquisitions, as well as information concerning the business, operations, assets, financial performance and condition, and prospects of the Company, including the lack of strategic alternatives to the Arrangement.
- The Arrangement is structured in a way so that Company Shareholders will generally be entitled to tax-deferred treatment for Canadian federal income tax purposes on the exchange of their Company Shares for Purchaser Shares pursuant to the Arrangement.
- Based on the discussions that took place between the management of the Company and the Purchaser, it is the Special Committee and the Company Board's belief that the Purchaser will support the Company's continued engagement with the local community and governments and work towards maintaining positive and mutually beneficial relationships with all constituencies.
- The Company's due diligence review and investigations of the Purchaser.
- The Company Arrangement Resolution must be approved by at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting. See "*Part II — The Arrangement — Securities Law Matters — Canada*".
- The Arrangement must be approved by the Court, which will consider, among other things, the procedural and substantive fairness and reasonableness of the Arrangement to the Company Shareholders.
- The terms of the Arrangement provide that Registered Company Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights and, if properly exercised, receive fair value for their Company Shares.

The Special Committee and Company Board also considered a number of other factors and risks relating to the Arrangement including:

- The risk that expected benefits to the Combined Company are not realized.
- The risk that changes in Law or regulation could adversely impact the expected benefits of the Arrangement to the Company, Company Shareholders and other stakeholders.
- The risk that the Purchaser Shares to be issued as consideration are based on a fixed Exchange Ratio and in certain circumstances will not be adjusted based on fluctuations in the market value of Company Shares or Purchaser Shares.
- The risk that the Arrangement may not be completed despite the Parties' efforts or that completion of the Arrangement may be unduly delayed, even if Company Shareholder Approval is obtained, including the possibility that other conditions to the Parties' obligations to complete the Arrangement may not be satisfied, and the potential resulting negative impact this could have upon the Company's business.
- The limitations contained in the Arrangement Agreement on the Company's ability to solicit additional interest from third parties, given the nature of the deal protections and "fiduciary out" in the Arrangement Agreement, as well as the fact that if the Arrangement Agreement is terminated under certain circumstances, the Company will be required to pay the Termination Fee to the Purchaser.
- The fact that if the Arrangement Agreement is terminated and the Company Board decides to seek another transaction or business combination, it may be unable to find a party willing to pay greater or equivalent value compared to the Consideration payable to the Company Shareholders under the Arrangement.
- The fact that the Company has incurred and will continue to incur significant transaction costs and expenses in connection with the Arrangement, regardless of whether the Arrangement is completed.

The Special Committee and the Company Board also considered a variety of risks and other potentially negative factors relating to the Arrangement including those matters described under the headings "*Part II — The Arrangement — Risk Factors Related to the Arrangement*" and "*Part II — The Arrangement — Risk Factors Related to the Operations of the Combined Company*". The Special Committee and the Company Board believed that overall, the anticipated benefits of the Arrangement to the Company outweighed these risks and negative factors.

The information and factors described above and considered by the Special Committee and the Company Board in reaching its determinations are not intended to be exhaustive but include material factors considered by the Special Committee and the Company Board. In view of the wide variety of factors considered in connection with the evaluation of the Arrangement and the complexity of these matters, the Special Committee and the Company Board did not find it useful to, and did not attempt to, quantify, rank or otherwise assign relative weights to these factors. In addition, individual members of the Special Committee and the Company Board may have given different weight to different factors.

See "*Part II — The Arrangement — Reasons for Recommendation of the Special Committee and the Company Board*".

Fairness Opinion

The Special Committee engaged Evans & Evans to act as a financial advisor in connection with the Arrangement. In connection with Evans & Evans' engagement, Evans & Evans was requested to provide the Special Committee with an opinion as to the fairness to the Company Shareholders, from a financial point of view, of the Consideration to be received by Company Shareholders pursuant to the Arrangement. The E&E Fairness Opinion states that, based upon and subject to the assumptions, limitations and qualifications set forth therein, Evans & Evans is of the opinion that, as of July 9, 2026, the Arrangement and Exchange Ratio are fair, from a financial point of view, to the Company Shareholders. **The E&E Fairness Opinion is subject to the assumptions, limitations and qualifications contained therein and should be read in its entirety**.

The full text of the E&E Fairness Opinion, setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the E&E Fairness Opinion, is attached as Appendix F to this Circular. Company Shareholders are urged to, and should, read the E&E Fairness Opinion in its entirety. The

summary of the E&E Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the E&E Fairness Opinion. The E&E Fairness Opinion is not a recommendation as to whether or not Company Shareholders should vote for the Company Arrangement Resolution. See "*Part II — The Arrangement — E&E Fairness Opinion*" and Appendix F "*E&E Fairness Opinion*".

Effect of the Arrangement

Effect on Company Shares

If completed, the Arrangement will result in the issuance, at the Effective Time, of one (1) Purchaser Share for each Company Share held by Company Shareholders at the Effective Time. As at the close of business on July 20, 2026, there were 21,221,140 Company Shares outstanding (on a non-diluted basis) and 32,920,565 Purchaser Shares outstanding (on a non-diluted basis). If completed, the Arrangement will result in the Purchaser becoming the owner of all of the Company Shares on the Effective Date and the Company will become a wholly-owned subsidiary of the Purchaser.

Assuming that there are no Dissenting Company Shareholders, no Company Shares are issued pursuant to the exercise of Company Options or Company Warrants prior to the Effective Time and there is no change to the number of Purchaser Shares issued and outstanding between the date of this Circular and immediately prior to the Effective Time, there will be, immediately following the completion of the Arrangement, approximately 54,141,705 Combined Company shares issued and outstanding. Immediately following completion of the Arrangement: (i) Former Company Shareholders are expected to hold approximately 21,221,140 of the issued and outstanding shares in the authorized capital of the Combined Company, representing approximately 39.2% of the issued and outstanding Purchaser Shares; and (ii) existing Purchaser Shareholders are expected to hold approximately 32,920,565 Purchaser Shares, representing approximately 60.8% of the issued and outstanding Purchaser Shares, in each case on a non-diluted basis based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular.

See "*Part II — The Arrangement — Effect of the Arrangement — Effect on Company Shares*", "*Part II — The Arrangement — Details of the Arrangement — Arrangement Steps*" and "*Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations*".

Effect on Company Convertible Securities

The Company Convertible Securities are not subject to the Arrangement. Following the Effective Time, the Company Convertible Securities will be exercisable, redeemable and convertible, as applicable, into Purchaser Shares pursuant to the underlying agreement, certificate, plan or other terms and conditions attached to such Company Convertible Securities. See "*Part II — The Arrangement — Effect of the Arrangement — Effect on Company Convertible Securities*".

Details of the Arrangement

General

On July 9, 2026, the Purchaser and the Company entered into the Arrangement Agreement pursuant to which, among other things, the Purchaser will acquire all of the outstanding Company Shares. The Arrangement will be effected pursuant to a court-approved Plan of Arrangement under the BCBCA. The Parties intend to rely upon the exemption from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption thereof with respect to the issuance of the Consideration Shares pursuant to the Arrangement.

If completed, the Arrangement will result in the Purchaser acquiring all of the issued and outstanding Company Shares on the Effective Date and the Company will become a wholly-owned subsidiary of the Purchaser. Pursuant to the Plan of Arrangement, at the Effective Time, Company Shareholders (excluding Dissenting Company Shareholders) will receive one (1) Purchaser Share for each Company Share held at the Effective Time.

For further information in respect of the Combined Company, see Appendix I to this Circular, "*Information Concerning the Combined Company Following Completion of the Arrangement*".

Arrangement Steps

If the Company Arrangement Resolution is approved at the Meeting, the Final Order approving the Arrangement is issued by the Court and the applicable conditions to completion of the Arrangement are satisfied or waived, the Arrangement will take effect as at the Effective Time.

The Arrangement involves a number of steps, which will be deemed to occur sequentially commencing at the Effective Time without any further authorization, act or formality of or by the Company, the Purchaser or any other person, except as expressly provided in the Plan of Arrangement. See "*Part II — The Arrangement — Details of the Arrangement — Arrangement Steps*". The full text of the Plan of Arrangement is attached as Appendix E to this Circular.

Voting Agreements

Pursuant to the Arrangement Agreement, the Company agreed to deliver the Voting Agreements from certain Company Shareholders. On July 9, 2026, each of the directors and executive officers of the Company, as Supporting Securityholders, entered into a Voting Agreement with the Purchaser. As at the close of business on July 20, 2026, the Supporting Securityholders collectively owned, directly or indirectly, or exercised control or direction over, an aggregate of 200,000 Company Shares, 200,000 Company Warrants and 500,000 Company Options, representing approximately 0.94% and 2.52% of the outstanding Company Shares on a non-diluted basis and a fully-diluted basis, respectively.

See "*Part II — The Arrangement — Voting Agreements*".

Approval of Company Shareholders Required for the Arrangement

Pursuant to the Interim Order, the number of votes required to pass the Company Arrangement Resolution shall be at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting. See *"Part II — The Arrangement —Securities Law Matters — Canada".* Notwithstanding the foregoing, the Company Arrangement Resolution authorizes the Company Board, without further notice to or approval of the Company Shareholders, to amend the Arrangement Agreement or the Plan of Arrangement, to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, and, subject to the terms of the Arrangement Agreement, to decide not to proceed with the Arrangement. If the Company Arrangement Resolution is not approved by the Company Shareholders, the Arrangement cannot be completed. See Appendix A to this Circular for the full text of the Company Arrangement Resolution.

See "*Part II — The Arrangement — Approval of Company Shareholders Required for the Arrangement*" and "*Part V — General Proxy Matters — Procedure and Votes Required*".

Court Approvals

On July 23, 2026, prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters. The Interim Order is attached as Appendix C to this Circular.

Subject to the terms of the Arrangement Agreement, and if the Company Arrangement Resolution is approved by the Company Shareholders at the Meeting in the manner required by the Interim Order, the Company will apply to the Court for the Final Order.

The Company is required to seek the Final Order as soon as reasonably practicable, but, in any event, not later than three Business Days following the Meeting. If the Company Shareholder Approval is obtained at the Meeting, the application for the Final Order approving the Arrangement is expected to be scheduled for August 28, 2026 at 9:45 a.m. (Vancouver time) at the Supreme Court of British Columbia, 800 Smithe Street, Vancouver, British Columbia, or as soon thereafter as counsel may be heard, or at any other date and time and by any other method as the Court may direct. At the hearing, any Company Shareholder and any other interested party who wishes to participate or to be represented or to present evidence or argument may do so, subject to filing with the Court and serving upon the Company on or before 4:00 p.m. (Vancouver time) on August 27, 2026, or the last day before the hearing of the application or such other date as the Court may order, a Response to Petition, in the form prescribed by the *Supreme Court Civil Rules,* including his, her or its address for service, together with all materials on which he, she or it intends to rely at the application. The Response to Petition and supporting materials must be delivered, within the time specified, to Cozen O'Connor LLP, Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5, Attention: Brian Fast.

For further information regarding the Court hearing for the application for the Final Order and the rights of Company Shareholders in connection with the Court hearing for the application for the Final Order, see the Interim Order attached as Appendix C to this Circular and the Notice of Hearing of Petition attached as Appendix D to this Circular.

The Notice of Hearing of Petition constitutes notice of the Court hearing of the application for the Final Order and is the only such notice of that proceeding.

See "*Part II — The Arrangement — Procedure for the Arrangement Becoming Effective*" and "*Part II — The Arrangement — Court Approvals*".

Stock Exchange Listing Approvals and Delisting Matters

It is anticipated that the Company Shares will be delisted from the TSXV as promptly as possible following completion of the Arrangement. Subject to applicable Laws, the Purchaser will, as promptly as possible following completion of the Arrangement, apply to the applicable Canadian Securities Regulators to have the Company cease to be a reporting issuer. The TSXV has conditionally accepted the Arrangement, subject to filing certain documents with the TSXV. For information with respect to the trading history of the Company Shares, see Appendix G to this Circular, *"Information Concerning the Company".*

It is a mutual condition to completion of the Arrangement that the CSE will have approved the listing and posting for trading of the Consideration Shares issuable pursuant to the Arrangement and any Purchaser Shares issuable on the exercise of the Company Convertible Securities on the CSE. Accordingly, the Purchaser has agreed to use commercially reasonable efforts to obtain approval of the listing and posting for trading of the Consideration Shares and any Purchaser Shares issuable on the exercise of the Company Convertible Securities on the CSE, subject only to the satisfaction by the Purchaser of customary listing conditions of the CSE. As of the date of this Circular, the CSE has not approved the listing or posting of the Consideration Shares or any Purchaser Shares issuable on the exercise of the Company Convertible Securities for trading on the CSE, and there can be no assurance that the CSE will approve the listing or posting of the Consideration Shares for trading on the CSE in the timeframe contemplated, or at all.

See "*Part II — The Arrangement — Stock Exchange Listing Approvals and Delisting Matters*".

Timing

If the Meeting is held as scheduled and is not adjourned and/or postponed, and the Company Shareholder Approval is obtained, it is expected that the Company will apply for the Final Order approving the Arrangement on August 28, 2026. If the Final Order is obtained in a form and substance satisfactory to the Company and the Purchaser, and all other conditions set forth in the Arrangement Agreement are satisfied or waived by the applicable Party, the Company expects the Effective Date to occur in late August, 2026 to early September, 2026, following the receipt of all requisite Key Regulatory Approvals and Key Third Party Consents. However, it is not possible at this time to state with certainty when the Effective Date will occur as completion of the Arrangement may be delayed beyond this time if the conditions to completion of the Arrangement cannot be met on a timely basis. Subject to certain limitations, each Party may terminate the Arrangement Agreement if the Arrangement is not consummated by the Outside Date, or extended by mutual agreement of the Parties.

See "*Part II — The Arrangement — Timing*".

Procedure for Exchange of Company Shares

The Company and the Purchaser have appointed Odyssey Trust Company to act as Depositary to handle the exchange of Company Shares for the Consideration Shares. Following receipt of the Final Order and prior to the Effective Date, the Purchaser will deliver, or cause to be delivered, for the benefit of applicable holders of Company Shares, a sufficient number of Purchaser Shares to the Depositary to satisfy the aggregate Consideration deliverable to the Company Shareholders in accordance with the Plan of Arrangement (other than Company Shareholders who have validly exercised Dissent Rights and who have not withdrawn their notice of objection), which Purchaser Shares will be held by the Depositary as agent and nominee for such Former Company Shareholders for distribution to such Former Company Shareholders in accordance with the provisions of the Plan of Arrangement.

In order to receive the Consideration, Registered Company Shareholders must deposit with the Depositary (at the address specified on the last page of the Letter of Transmittal) the validly completed and duly signed Letter of Transmittal together with the certificate(s) or DRS Advice(s) representing the Registered Company Shareholder's Company Shares and such other documents and instruments as the Depositary may reasonably require and such other documents and instruments as would have been required to effect such transfer under the BCBCA, the *Securities Transfer Act* (British Columbia) and the articles of the Company. Registered Company Shareholders who do not have their Company Share certificates should refer to *"Part II — The Arrangement — Lost Certificates".*

Registered Company Shareholders will have received a Letter of Transmittal with this Circular. The Letter of Transmittal will also be available under the Company's profile on SEDAR+ at www.sedarplus.ca. Additional copies of the Letter of Transmittal will also be available by contacting Christopher Cooper, Chief Financial Officer and Corporate Secretary of the Company at Suite 1201 – 1499 West Pender Street, Vancouver, British Columbia, Canada V6G 0A7, or by email at info@arcusdevelopmentgroup.com.

The exchange of Company Shares for Purchaser Shares in respect of any Non-registered Company Shareholder is expected to be made with the Non-registered Company Shareholder's Intermediary account through the procedures in place for such purposes between CDS or DTC and such Intermediary. Non-registered Company Shareholders should contact their Intermediary if they have any questions regarding this process and to arrange for their Intermediary to complete the necessary steps to ensure that they receive the Purchaser Shares in respect of their Company Shares.

The use of mail to transmit certificates and DRS Advices representing Company Shares and the Letter of Transmittal will be at the risk of Registered Company Shareholders. The Company recommends that such certificates, DRS Advices and documents be delivered by hand to the Depositary and a receipt therefor be obtained or that registered mail with return receipt requested, properly insured, be used.

The instructions for exchanging Company Shares and depositing such Company Shares with the Depositary are set out in the Letter of Transmittal. In certain circumstances as provided in the instructions in the Letter of Transmittal, all signatures on (i) the Letter of Transmittal, and (ii) certificates representing Company Shares, must be guaranteed by an Eligible Institution.

To prevent a delay in receiving the Consideration, Registered Company Shareholders should consider re-registering their Company Shares with an Intermediary prior to the Effective Date.

See "*Part II — The Arrangement — Procedure for Exchange of Company Shares*".

Treatment of Fractional Purchaser Shares

In no event will any fractional Purchaser Shares be issued to Former Company Shareholder under the Plan of Arrangement. Where the aggregate number of Purchaser Shares to be issued to a Former Company Shareholder as consideration under the Plan of Arrangement would result in a fraction of a Purchaser Share being issuable, the number of Purchaser Shares to be issued to such Company Shareholder will be rounded down to the nearest whole Purchaser Share and no Former Company Shareholder will be entitled to any compensation in respect of a fractional Purchaser Share.

See "*Part II — The Arrangement — Treatment of Fractional Purchaser Shares*".

Right to Dissent

Section 237 through Section 247 of the BCBCA provides registered shareholders of a corporation with the right to dissent from certain resolutions that effect extraordinary corporate transactions or fundamental corporate changes. The Interim Order expressly provides Registered Company Shareholders with Dissent Rights in respect of the Company Arrangement Resolution, pursuant to Section 237 through Section 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order. Any Registered Company Shareholder who validly dissents from the Company Arrangement Resolution in compliance with Section 237 through Section 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, will be entitled, in the event the Arrangement becomes effective, to be paid by the Company the fair value of the Company Shares held by such Dissenting Company Shareholder determined as of the close of business on the day before the Company Arrangement Resolution is approved by the Company Shareholders. Company Shareholders are cautioned that fair value could be determined to be less than the value of the consideration payable pursuant to the terms of the Arrangement and that the proceeds of disposition received by a Dissenting Company Shareholder may be treated in a different, and potentially more adverse, manner under Canadian federal income tax Laws than had such Company Shareholder exchanged his, her or its Company Shares for the Consideration pursuant to the Arrangement and that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Arrangement, is not an opinion as to, and does not otherwise address, "fair value" under Section 237 through Section 247 of the BCBCA. In addition, any judicial determination of fair value will result in delay of receipt by a Dissenting Company Shareholder of consideration for such Dissenting Company Shareholder's Dissenting Company Shares.

In many cases, Company Shares beneficially owned by a Non-registered Company Shareholder are registered either: (a) in the name of an Intermediary that the Non-registered Company Shareholder deals with in respect of the Company Shares; or (b) in the name of a depositary (such as CDS) of which the Intermediary is a participant. Accordingly, a Non-registered Company Shareholder will not be entitled to exercise its Dissent Rights directly (unless the Company Shares are re-registered in the Non-registered Company Shareholder's name). A Non-registered Company Shareholder that wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the Non-registered Company Shareholder deals in respect of its Company Shares and either (i) instruct the Intermediary to exercise the Dissent Rights on the Non-registered Company Shareholder's behalf (which, if the Company Shares are registered in the name of CDS or other clearing agency, may require that such Company Shares first be re-registered in the name of the Intermediary), or (ii) instruct the Intermediary to re-register such Company Shares in the name of the Non-registered Company Shareholder, in which case the Non-registered Company Shareholder would be able to exercise the Dissent Rights directly. In addition, pursuant to Section 238 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, a Dissenting Company Shareholder may not exercise Dissent Rights in respect of only a portion of such Dissenting Company Shareholder's Company Shares but may dissent only with respect to all Company Shares held by such Dissenting Company Shareholder.

The Dissent Procedures require that a Registered Company Shareholder who wishes to dissent with respect to all Company Shares held must send a Notice of Dissent to the Company c/o Cozen O'Connor LLP, Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5, Attention: Brian Fast, to be received by no later than 5:00 p.m. (Vancouver time) on August 21, 2026 or, in the case of any adjourned or postponed Meeting, by no later than 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days prior to the date of the adjourned or postponed Meeting, and must otherwise strictly comply with the Dissent Procedures described in this Circular.

A Registered Company Shareholder who wishes to dissent must deliver written Notice of Dissent to the Company as set forth above and such Notice of Dissent must strictly comply with the requirements of Section 242 of the BCBCA as modified by the Plan of Arrangement and the Interim Order. Non-registered Company Shareholders who wish to exercise Dissent Rights must cause each Company Shareholder holding their Company Shares to deliver the Notice of Dissent, or, alternatively, make arrangements to become a Registered Company Shareholder.

Any failure by a Company Shareholder to fully comply with the provisions of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of that holder's Dissent Rights. The Dissent Rights are set out in Appendix J to this Circular. A Company Shareholder considering exercising Dissent Rights should seek independent legal advice.

Each Company Shareholder wishing to avail himself, herself or itself of the Dissent Rights should carefully consider and comply with the provisions of Sections 237 to 247 of the BCBCA and the Interim Order, which are attached to this Circular as Appendix J and Appendix C, respectively, and seek his, her or its own legal advice.

The Arrangement Agreement provides that it is a condition to the obligations of the Purchaser to complete the Arrangement that Company Shareholders shall not have exercised Dissent Rights, or have instituted Proceedings to exercise Dissent Rights other than Company Shareholders representing not more than 5% of the Company Shares then outstanding.

See "*Part II – The Arrangement – The Arrangement Agreement — Conditions Precedent – Conditions to the Obligations of the Purchaser*" and "*Part II — The Arrangement — Right to Dissent*".

Company Shareholders that are considering exercising Dissent Rights should consult their own legal and financial advisors.

Certain Canadian Federal Income Tax Considerations

For a summary of certain of the material Canadian federal income tax consequences of the Arrangement applicable to Company Shareholders, see *"Part II — The Arrangement — Certain Canadian Federal Income Tax Considerations".* Such summary is not intended to be legal or tax advice. Company Shareholders should consult their own tax advisors as to the tax consequences of the Arrangement to them with respect to their particular circumstances.

Risk Factors

Company Shareholders should consider a number of risk factors relating to the Arrangement and the Combined Company in evaluating whether to approve the Company Arrangement Resolution. In addition to the risk factors discussed in the Purchaser MD&As, including those under the heading "*Industry and Economic Factors Affecting Performance*", which risk factors are specifically incorporated by reference into this Circular, and the risk factors discussed in the Company MD&As under the heading "*Risks and Uncertainties*", the following is a list of certain additional and supplemental risk factors which Company Shareholders should carefully consider before making a decision regarding approving the Company Arrangement Resolution:

- The Arrangement is subject to satisfaction or waiver of various conditions;
- Company Shareholders will receive a fixed number of Purchaser Shares;
- The Arrangement Agreement may be terminated in certain circumstances;
- While the Arrangement is pending, the Company is restricted from pursuing alternatives to the Arrangement and taking other certain actions;
- The Company could be required to pay the Purchaser the Termination Fee in certain circumstances;
- The Company will incur costs even if the Arrangement is not completed and the Company or the Purchaser may have to pay various expenses incurred in connection with the Arrangement;
- If the Arrangement is not consummated by the Outside Date, either the Company or the Purchaser may elect not to proceed with the Arrangement;
- The Company and the Purchaser may be the targets of legal claims, securities class actions, derivative lawsuits and other claims, and any such claims may delay or prevent the Arrangement from being completed;
- Payments in connection with the exercise of Dissent Rights may impair the Company's financial resources;
- The Company directors and officers may have interests in the Arrangement different from the interests of Company Shareholders following completion of the Arrangement;
- The tax consequences of the Arrangement for Company Shareholders may differ from anticipated treatment;
- The issuance of a significant number of Purchaser Shares and a resulting "market overhang" could adversely affect the market price of the Purchaser Shares after completion of the Arrangement;
- The Company has not verified the reliability of the information regarding the Purchaser included in, or which may have been omitted from this Circular;
- Prior to and following completion of the Arrangement, the Purchaser may issue additional equity securities;
- The relative trading price of the Company Shares and Purchaser Shares prior to the Effective Time and the trading price of the Purchaser Shares following the Effective Time may be volatile; and
- Failure by the Purchaser and/or the Company to comply with applicable Laws prior to the Arrangement could subject the Combined Company to penalties and other adverse consequences following completion of the Arrangement.

The risk factors identified above are a summary of certain of the risk factors contained elsewhere or incorporated by reference in this Circular. See "*Part II — The Arrangement— Risk Factors— Risk Factors Related to the Arrangement*" and "*Part II — The Arrangement — Risk Factors — Risk Factors Related to the Operations of the Combined Company.*" Company Shareholders should carefully consider all such risk factors.

PART I –MEETING ITEMS OTHER THAN THE ARRANGEMENT

Number of Directors

At the Meeting, Company Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company at four (4) until the next annual general meeting of Company Shareholders, subject to any increases permitted by the BCBCA and the Company's Articles. An ordinary resolution needs to be passed by a simple majority of the votes cast by the Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Management recommends Company Shareholders vote FOR setting the number of directors of the Company at four (4) for the ensuing year. Unless otherwise instructed, the proxies solicited by management will be voted FOR setting the number of directors of the Company at four (4) for the ensuing year.

Election of Directors

At the Meeting, the Company will ask the Company Shareholders to elect, by ordinary resolutions, the Director Nominees (as defined below) to the Company Board, to hold office until the next annual general meeting of the Company or until that person sooner ceases to be a director in accordance with the BCBCA and the Company's Articles (collectively, the "**Company Board Resolutions**").

Management has nominated Mr. Darryl Jones, Mr. Eric Negraeff, Mr. Jeremy Hanson, and Mr. Kiya Hushyar (the "**Director Nominees**") for election to the Company Board. **Management recommends Company Shareholders vote FOR the Company Board Resolutions. Unless otherwise instructed, the proxies solicited by management will be voted FOR the Company Board Resolutions.**

The following information concerning the proposed Director Nominees has been furnished by each of them:

Name, Province or State and Country of Residence and Present Office Held	Periods Served as Director	Number of Shares Beneficially Owned, Directly or Indirectly, or over which Control or Direction is Exercised[(1)]	Principal Occupation and, if Not Previously Elected, Principal Occupation during the Past Five Years
Darryl Jones[(2)] *Interim Chief Executive Officer and Director* British Columbia, Canada	December 3, 2025 – Present	200,000	Mr. Jones has over 15 years of capital market experience and an established financial network; Mr. Jones was an investment advisor with PI Financial Corp Canada and Raymond James Ltd Canada. He was responsible for raising significant risk capital for growth companies in all sectors, with a particular focus on natural resources. In the past five years, Mr. Jones has been a consultant and acting director and/or officer of multiple companies, including acting as Interim CEO and Director of the Company, as President, CEO and Director of Star Copper Corp., as President, CEO and Director of Alpha Copper Corp., as Director at StrikePoint Gold Inc., as President and Director of Isracann Biosciences Inc., as Director of Alpha Lithium Corp., as Director at Beta Energy Corp. and as President at D2J Consulting Corp.
Eric Negraeff[(3)] *Director* British Columbia, Canada	April 9, 2026 – Present	Nil	Mr. Negraeff is an accomplished entrepreneur with over 25 years of professional capital markets experience. In the past five years, Mr. Negraeff has served as Director at Discovery Energy Metals Corp., VP, Corporate Development at Incite Capital Markets Inc., Manager of Investor Relations at Riverside Resources Inc., and Manager of Investor Relations at Blue Jay Gold Corp. He is also the President of Horizon Capital Markets. He previously served at C.M. Oliver & Company, Global Securities and at PI Financial.

Name, Province or State and Country of Residence and Present Office Held	Periods Served as Director	Number of Shares Beneficially Owned, Directly or Indirectly, or over which Control or Direction is Exercised[(1)]	Principal Occupation and, if Not Previously Elected, Principal Occupation during the Past Five Years
Jeremy Hanson[(3)] *Director* British Columbia, Canada	April 9, 2026 – Present	Nil	Mr. Hanson has been a self-employed geological consultant since 2015. In the past five years, Mr. Hanson has served as the Founder and President of Hardline Exploration Corp., a project management and geological consulting firm, as VP, Exploration (Canada) and Director at Garibaldi Resources Corp., as VP, Exploration at Dark Star Minerals Inc., VP, Exploration and Director at Carlyle Commodities Corp. ("**Carlyle**"), as VP, Exploration and Director at Miramis Mining Corp. (now Carlyle), and as Director of Alset AI Ventures Inc.
Kiya Hushyar[(3)(4)] *Director* British Columbia, Canada	April 9, 2026 – Present	Nil	Mr. Hushyar is an experienced CFO with expertise in structured financing, debt and equity restructuring, enterprise risk management, internal audit, and M&A; formerly with KPMG and Deloitte. Mr. Hushyar's principal occupation is acting as CFO of Progressa, a large private fintech firm based in Vancouver. He also serves as a director and officer of Creditloans Canada Capital Inc.

Notes:

(1) The Company has relied on information provided by the directors of the Company as at July 20, 2026. These figures do not include any Company Convertible Securities. As of July 20, 2026, each of the directors held 100,000 Company Options for an aggregate of 400,000 Company Options.

(2) The Company Shares beneficially owned by Mr. Jones are legally owned by D2J Consulting Corp., a company owned and controlled by Mr. Jones. D2J Consulting Corp. is also the registered holder of 200,000 Company Warrants.

(3) Denotes a member of the Audit Committee.

(4) Denotes the Chair of the Audit Committee.

Advanced Notice Provisions

The Company has adopted the Advance Notice Provisions which provides for advance notice to the Company in circumstances where nominations of persons for election to the Board are made by Company Shareholders other than pursuant to: (i) a requisition of a meeting made pursuant to the provisions of the BCBCA; or (ii) a shareholder proposal made pursuant to the provisions of the BCBCA. Among other things, the Advance Notice Provisions fixes a deadline by which Company Shareholders must submit director nominations to the Company prior to any annual general or special meeting of Company Shareholders and sets forth the minimum information that a Company Shareholder must include in the notice to Arcus for the notice to be valid and effective. The Company has not received notice of a nomination in compliance with the Advance Notice Provisions and, as such, any nominations other than nominations by or at the direction of the Company Board or an authorized officer of Arcus will be disregarded at the Meeting.

Regulatory Matters

Securities Laws

For the purposes of the below, "order" means (a) a cease trade order; (b) an order similar to a cease trade order; or (c) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days.

To the best of management of the Company's knowledge, no proposed director of the Company is or has been, within the past 10 years, a director, chief executive officer or chief financial officer of any company that, while the person was acting in that capacity:

(a) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

(b) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

To the best of management of the Company's knowledge, no nominee for director of the Company has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

Bankruptcy or Insolvency

To the best of management of the Company's knowledge, no proposed director of the Company has, within the past 10 years, become 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 the assets of the proposed director.

To the best of management of the Company's knowledge, except as otherwise disclosed below, no proposed director of the Company is or has been, within the past 10 years, a director or executive officer of any company that, while that person was acting in that capacity or within a year of that person ceasing to act in that capacity, become 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.

Creditloans Canada Financing Inc. (carrying on business as "**Progressa**"), of which Mr. Hushyar serves as a director and chief financial officer, was subject to a proceeding under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") before the Supreme Court of British Columbia. An initial order was granted on September 30, 2020. BDO Canada Limited was appointed as monitor in the proceedings. The CCAA proceedings were undertaken to restructure the affairs of the Progressa business, a financial technology company engaged in providing consumer loan products. The CCAA process resulted in the approval and implementation of a plan of arrangement pursuant to which, among other things, the equity of the operating business was transferred to a purchaser and certain secured bond indebtedness was restructured. The proceedings concluded following implementation of the restructuring, which was unanimously approved by a vote of Progressa's creditors affected by the plan of arrangement, and the monitor was discharged by an order of the Court dated May 12, 2021.

State of Executive Compensation

The Company is a venture issuer and is disclosing its executive compensation in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*.

Definitions

The following persons are considered the "**Named Executive Officers**" or "**NEOs**" for the purposes of this disclosure:

(a) Arcus' chief executive officer;

(b) Arcus' chief financial officer;

(c) each of Arcus' most highly compensated executive officers, 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, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for the financial year ended July 31, 2025; and

(d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact the individual was neither an executive officer, nor acting in a similar capacity at the end of the financial year ended July 31, 2025.

Based on the foregoing definitions, the Company's Named Executive Officers in respect of the financial year ended July 31, 2025 were Ian J. Talbot and James Gray.

Overview

Compensation is determined by the Company Board and is based on the compensation paid for directors and senior officers of companies of a similar size and stage of development. The appropriate compensation reflects the need to

provide incentive and compensation for the time and effort expended by the directors and its management while taking into account the financial and other resources of the Company.

The Company's compensation policies are founded on the principle that compensation should be aligned with Company Shareholders' interests, while also recognizing that the Company's performance is dependent upon its ability to retain highly trained, experienced and committed directors, executive officers and employees who have the necessary skill sets, education, experience and personal qualities required to manage the business of the Company. The Company also recognizes that the various components of its compensation program must be sufficiently flexible to adapt to unexpected developments in the industry and the impact of internal and market-related occurrences from time to time.

Compensation Components

The Company's executive compensation program is comprised of the following components: (a) base salary, (b) consulting fees and (c) incentive awards.

The compensation components are designed to address the following key objectives:

(a) align compensation with Company Shareholders' interests;

(b) attract and retain highly qualified management;

(c) focus performance by linking incentive compensation to the achievement of business objectives and financial and operational results; and

(d) encourage retention of key executives for leadership succession.

The aggregate value of these principal components and related benefits are used as a basis for assessing the overall competitiveness of the Company's executive compensation package. When determining executive compensation, including the assessment of the competitiveness of the Company's compensation program, management and the Company Board rely on their concurrent and past experiences and collective knowledge. With that background, ultimate determinations as to executive compensation are based on: (i) informal discussion among the board members and management; (ii) negotiation with the executive in question; and (iii) a view to what is in the best interests of the Company and its various stakeholders. The Company does not employ any formal benchmarking procedures in determining executive compensation.

The Company Board did not consider the implications of the risks associated with the Company's compensation practices; however, given the Company's size and nature of compensation provided to its executives in the last financial year, the Company Board does not view significant risk that would be likely to have a material adverse effect on the Company. The Company's management is not 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 of the Company granted as compensation or held, directly or indirectly, by management.

Base Salaries and Consulting Fees

The base salary and consulting fee component is intended to provide a fixed level of competitive pay that is established at the time when an officer, employee or consultant joins the Company. The Company Board periodically reviews compensation levels to determine if adjustments are necessary.

Incentive Awards

The Company has a 10% rolling stock option plan which was last approved by the Company Shareholders on November 12, 2024 (the "**Stock Option Plan**"), under which an aggregate of 600,000 Company Options are granted as of the Record Date. The Stock Option Plan provides that, subject to the requirements of the TSXV, the aggregate number of securities reserved for issuance will be 10% of the number of Company Shares issued and outstanding, from time to time. The Stock Option Plan was adopted by the Company Board in order to provide effective incentives to directors, officers, senior management personnel, consultants, and employees of the Company and to enable the Company to attract and retain experienced and qualified individuals in those positions by providing such individuals with the opportunity, through Company Options, to acquire Company Shares.

The exercise price of Company Options granted under the Stock Option Plan will be fixed by the Board at the time of grant, provided that the exercise price of Company Options granted under the Stock Option Plan will not be less than

the last closing price of the Company Shares on the TSXV prior to the date on which the Board grants the Company Options, less any discount permitted by the TSXV, and provided that the price of the exercise price of the Company Options will not be lower than the "Discounted Market Price" (as defined in the TSXV Policy 1.1). The Board may at any time and from time to time, fix limits, vesting requirements or restrictions in respect of which a Company Option Holder may exercise part of any Company Option they hold. The Company Options granted under the Stock Option Plan will vest and be exercisable on a basis determined by the Board at the time of the grant.

If re-approved at the meeting, the Stock Option Plan will be administered by the Company Board, which will have full and final authority with respect to the granting of all awards thereunder, subject to the terms and conditions of the Stock Option Plan and the policies of the TSXV.

Director and Named Executive Officer Compensation, excluding Compensation Securities

The following table provides a summary of compensation paid or accrued, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company to each Named Executive Officer and director of the Company during the Company's financial years ended July 31, 2025 and 2024.

Table of compensation excluding compensation securities							
Name and position	**Year**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites[1] ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Ian J. Talbot[2] *Former Director, President and Chief Executive Officer*	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Grant Longhurst[2] *Former Director*	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
James Gray[2] *Former Director*	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
P. Gary Paulson[2] *Former Director*	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Graham Downs[2] *Former Director*	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) The value of perquisites and benefits, if any, was less than $15,000.

(2) Resigned from the Company Board on April 9, 2026.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each director and NEO by the Company in the financial years ended July 31, 2025 and 2024, for services provided or to be provided, directly or indirectly, to the Company. The footnotes to the table disclose (a) the total amount of compensation securities, and underlying securities, held by each NEO or director on the last day of the most recently completed financial years ended July 31, 2025 and 2024; (b) if applicable, any compensation security that has been re-priced, cancelled and replaced, had its term extended, or otherwise been materially modified, in the most recently completed financial year, including the original and modified terms, the effective date, the reason for the modification, and the name of the holder; (c) if applicable, any vesting provisions of the compensation securities; and (d) if applicable, any restrictions or conditions for converting, exercising or exchanging the compensation securities.

Compensation Securities for the Financial Years Ended July 31, 2025 and 2024							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end[(1)] ($)**	**Expiry date**
Ian J. Talbot[(1)] *Former Director, President and Chief Executive Officer*	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Grant Longhurst[(2)] *Former Director*	N/A	Nil	N/A	N/A	N/A	N/A	N/A
James Gray[(3)] *Former Director*	N/A	Nil	N/A	N/A	N/A	N/A	N/A
P. Gary Paulson[(4)] *Former Director*	N/A	Nil	N/A	N/A	N/A	N/A	N/A
Graham Downs[(5)] *Former Director*	N/A	Nil	N/A	N/A	N/A	N/A	N/A

Notes:

(1) Mr. Talbot held no compensation securities as of the last day of the most recently completed financial years ended July 31, 2025 and 2024.

(2) Mr. Longhurst held no compensation securities as of the last day of the most recently completed financial years ended July 31, 2025 and 2024.

(3) Mr. Gray held no compensation securities as of the last day of the most recently completed financial years ended July 31, 2025 and 2024.

(4) Mr. Paulson held no compensation securities as of the last day of the most recently completed financial years ended July 31, 2025 and 2024.

(5) Mr. Downs held no compensation securities as of the last day of the most recently completed financial years ended July 31, 2025 and 2024.

Exercise of Compensation Securities by Directors and NEOs

No directors or NEOs exercised compensation securities in the financial years ended July 31, 2025 and 2024.

Stock Option Plans and Other Incentive Plans

See "*Shareholder Re-Approval of Stock Option Plan*" below for the material terms of the Stock Option Plan, being the Company's only equity incentive plan. The Stock Option Plan was last approved by Company Shareholders at the annual general meeting held on November 12, 2024.

Employment, Consulting and Management agreements

For the financial year ended July 31, 2025 and 2024, none of the Company's management members had an employment, consulting, or management agreement in place.

Oversight and Description of Director and Named Executive Officer Compensation

Director compensation

For the financial year ended July 31, 2025, the Company had in place the Stock Option Plan, being a 10% rolling stock option plan for the granting of Company Options to the directors, officers, employees and consultants of the Company. The purpose of granting Company Options is to assist the Company in compensating, attracting, retaining and motivating key directors, officers, employees and consultants of the Company and to closely align the personal interests of such persons to that of the Company Shareholders.

For the financial year ended July 31, 2025, the Company did not grant any Company Options. During the financial year ending July 31, 2026, the Company granted Company Options to the directors of the Company, details of which are as set out in the table below:

Compensation Securities for the Financial Years Ending July 31, 2026							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end[(1)] ($)**	**Expiry date**
Darryl Jones *Interim CEO and Director*	Company Options	100,000	April 22, 2026	0.45	0.415	N/A	April 22, 2028
Christopher Cooper *CFO and Corporate Secretary*	Company Options	100,000	April 22, 2026	0.45	0.415	N/A	April 22, 2028
Eric Negraeff *Director*	Company Options	100,000	April 22, 2026	0.45	0.415	N/A	April 22, 2028
Jeremy Hanson *Director*	Company Options	100,000	April 22, 2026	0.45	0.415	N/A	April 22, 2028
Kiya Hushyar *Director*	Company Options	100,000	April 22, 2026	0.45	0.415	N/A	April 22, 2028

Notes:

(1) The closing price of the Company Shares as at the financial year ending July 31, 2026 is not available as of the date of this Circular. As of the close of business on July 20, 2026, the closing price of the Company Shares on the TSXV was $0.35.

Named Executive Officer Compensation

The Company Board is responsible for ensuring that the Company's compensation strategy is aligned with performance and Company Shareholder interests. The main objectives the Company hopes to achieve through its compensation policies are to attract and retain executives critical to the Company's success, who will be key in helping the Company achieve its corporate objectives and increase shareholder value. Due to the small size of the Company and the current level of the Company's activity, the Company Board is 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 Company Board meetings during which financial and other information of the Company

are reviewed. 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. Executive compensation is comprised of short-term fee compensation and long-term ownership through the Stock Option Plan. This structure ensures that a portion of executive compensation (Company Options) is both long-term and "at risk" and, accordingly, is linked to the achievement of business results and the creation of long term shareholder value.

During the financial years ended July 31, 2025 and 2024, Mr. Talbot's compensation as President and CEO consisted of $nil, and Mr. Gray's compensation as CFO consisted of $nil.

Securities Authorized for Issuance under Equity Compensation Plans

Under the Stock Option Plan, Arcus may grant Company Options exercisable for Company Shares. The Company received last Company Shareholder approval of the Stock Option Plan at the Company's annual general meeting held on November 12, 2024. The following table sets out Stock Option Plan information as of the Company's most recent financial year ended as of the date of this Circular, being the financial year ended July 31, 2025:

Plan Category	Number of securities to be issued upon exercise of outstanding options (a)	Weighted-average exercise price of outstanding options (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))[2] (c)
Equity compensation plans **approved** by securityholders	Nil	N/A	7,387,807
Equity compensation plans **not approved** by securityholders	N/A	N/A	N/A
Total	Nil	N/A	7,387,807

Notes:

(1) The number of issued and outstanding Company as of July 31, 2025 was 73,878,065. On December 30, 2025, the Company completed a consolidation of the issued and outstanding Company Shares on a 10:1 basis, such that every 10 pre-consolidation Company Share was consolidated into 1 post-consolidation Company Share.

Indebtedness of Directors and Executive Officers

None of our directors or executive officers, proposed nominees for election as directors, or associates of any of them, is or has been indebted to the Company at any time since the beginning of the most recently completed financial year and no indebtedness is outstanding as at the date of this Circular.

Audit Committee

Under this heading, the Company is including the disclosure required by Form 52-110F2 – *Disclosure by Venture Issuers* of National Instrument 52-110 *Audit Committees* ("**NI 52-110**").

Audit Committee Charter

The primary function of the Company's Audit Committee is to assist the Company Board in fulfilling its financial oversight responsibilities by: (i) reviewing the financial reports and other financial information provided by the Company to regulatory authorities and Company Shareholders; (ii) reviewing the systems for internal corporate controls which have been established by the Company Board and management; and (iii) overseeing the Company's financial reporting processes generally. In meeting these responsibilities, the Audit Committee monitors the financial reporting process and internal control system; reviews and appraises the work of external auditors and provides an avenue of communication between the external auditors, senior management and the Company Board. The Audit Committee is also mandated to review and approve all material related party transactions.

The Audit Committee and the Company Board adopted the Audit Committee Charter, the full text of which is incorporated into this Circular by reference and is attached as Schedule "A" to the Company's management information circular dated October 3, 2024 for the previous annual general meeting of the Company Shareholders held on November 12, 2024, and can be viewed under the Company's profile on the SEDAR+ website at www.sedarplus.ca.

Composition of the Audit Committee

As of the date of this Circular, the following are the members of the Audit Committee:

Name of Member	Independent[(1)]	Financially Literate[(1)]
Kiya Hushyar[(2)]	Yes	Financially Literate
Eric Negraeff	Yes	Financially Literate
Jeremy Hanson	Yes	Financially Literate

Notes:
(1) As that term is defined in NI 52-110.
(2) Chair of the Audit Committee.

NI 52-110 provides that a member of the Audit Committee is "independent" if the member has no direct or indirect material relationship with the Company, which could, in the view of the Company Board, reasonably interfere with the exercise of the member's independent judgment. Messrs. Hushyar, Negraeff and Hanson are all are considered "independent" within the meaning of NI 52-110. As the Company is a venture issuer, in compliance with NI 52-110, a majority of the members of the Company's Audit Committee are not executive officers, employees or control persons of the Company or of an affiliate of the Company.

NI 52-110 provides that an individual is "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 complexity of the issues that can reasonably be expected to be raised by the Company's Financial Statements. All of the members of the Company's Audit Committee are financially literate as that term is defined in NI 52-110.

Relevant Education and Experience of Audit Committee Members

The education and experience of each member of the Audit Committee relevant to the performance of his responsibilities as an Audit Committee member and, in particular, any education or experience that would provide the member with:

(a) an understanding of the accounting principles used by the Company to prepare its financial statements;

(b) the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;

(c) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's Financial Statements, or experience actively supervising one or more persons engaged in such activities; and

(d) an understanding of internal controls and procedures for financial reporting, are as follows:

Messrs. Hushyar, Negraeff and Hanson are all financially literate as they each have an understanding of the accounting principles used by the Company to prepare its financial statements; the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and provisions; the experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's Financial Statements, or the experience actively supervising one or more individuals engaged in such activities; and an understanding of internal controls and procedures for financial reporting.

Kiya Hushyar – Mr. Hushyar is an experienced CFO with expertise in structured financing, debt and equity restructuring, enterprise risk management, internal audit, and M&A; formerly with KPMG and Deloitte. Mr. Hushyar has 30 years of experience as a Chartered Accountant and has served as the Chief Financial Officer of Progressa since 2017, a large private fintech firm based in Vancouver. He also serves as a director and officer of Creditloans Canada Capital Inc. Mr. Hushyar holds a Bachelors of Business Administration in accounting from Simon Fraser University.

Eric Negraeff – Mr. Negraeff has 25 years of extensive experience in capital markets, specializing in professional trading, investment advisory, and strategic capital raising. He currently serves as a director at Discovery Energy Metals Corp., as VP, Corporate Development at Incite Capital Markets Inc., and as Manager of Investor Relations at Riverside Resources Inc., and Manager of Investor Relations at Blue Jay Gold Corp. He is also the President of Horizon Capital

Markets. He previously served at C.M. Oliver & Company, Global Securities and at PI Financial. Mr. Negraeff holds a diploma of financial management, accounting and finance from the British Columbia Institute of Technology.

Jeremy Hanson – Mr. Hanson is a professional geoscientist with over a decade of experience in Canadian mineral exploration. Mr. Hanson has served as the Founder and President of Hardline Exploration Corp., a project management and geological consulting firm, as VP, Exploration (Canada) and Director at Garibaldi Resources Corp., as VP, Exploration at Dark Star Minerals Inc., VP, Exploration and Director at Carlyle Commodities Corp. ("**Carlyle**"), as VP, Exploration and Director at Miramis Mining Corp. (now Carlyle). Mr. Hanson holds a Bachelor's of Science in Geology (with distinction) from Simon Fraser University.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the Company Board.

Reliance on Exemptions in NI 52-110 regarding De Minimis Non-audit Services or on a Regulatory Order Generally

Since the commencement of the Company's most recently completed financial year, Arcus has not relied on the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110 (which exempts all non-audit services provided by the Company's auditor from the requirement to be pre-approved by the Audit Committee if such services are less than 5% of the auditor's annual fees charged to the Company, are not recognized as non-audit services at the time of the engagement of the auditor to perform them and are subsequently approved by the Audit Committee prior to the completion of that year's audit), the exemption in subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Company*), the exemption in subsection 6.1.1(5) (*Events Outside of Control of Member*), the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*) or an exemption from NI 52-110, in whole or in part, granted by a securities regulator under Part 8 (*Exemptions*) of NI 52-110.

External Auditor Service Fees (By Category)

The following table discloses the fees billed to the Company by its external auditor during the financial years ended July 31, 2025 and 2024:

Financial Year Ending	Audit Fees (1)	Audit-Related Fees(2)	Tax Fees(3)	All Other Fees(4)
July 31, 2025	$8,603.70	Nil	Nil	Nil
July 31, 2024	$8,603.70	Nil	Nil	Nil

Notes:

(1) "**Audit Fees**" include fees necessary to perform the annual audit and if applicable, quarterly reviews of the Company's consolidated 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.

(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. These fees relate to preparing and filing the Company's (and relevant subsidiaries') Canadian tax returns and related schedules.

(4) "**All Other Fees**" includes all other non-audit services.

Reliance on Exemptions in NI 52-110 regarding Audit Committee Composition & Reporting Obligations

Since Arcus is a venture issuer, it relies on the exemption contained in section 6.1 of NI 52-110 from the requirements of Part 3 Composition of the Audit Committee (as described in the section "*Composition of the Audit Committee*" above) and Part 5 Reporting Obligations of NI 52-110 (which requires certain prescribed disclosure about the Audit Committee in this Circular).

Re-Appointment Of Auditor

At the Meeting, Company Shareholders will be asked to pass an ordinary resolution to re-appoint D&H Group LLP, Chartered Professional Accountants, of Vancouver, British Columbia (the "**Auditor**") as auditor of the Company to hold office until the next annual meeting of Company Shareholders and to authorize the Company Board to fix their remuneration for the ensuing financial year (the "**Auditor Appointment Resolution**").

An ordinary resolution needs to be passed by a simple majority of the votes cast by the Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Management recommends Company Shareholders FOR the Auditor Appointment Resolution. Unless otherwise instructed, the proxies solicited by management will be voted FOR the Auditor Appointment Resolution.

Statement of Corporate Governance

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* requires the Company to annually disclose certain information regarding its corporate governance practices. Under this heading, Arcus is providing the disclosure required by Form 58-101F2 – *Corporate Governance Disclosure (Venture Issuers)*.

Board of Directors

The mandate of the Company Board, as prescribed by the BCBCA, is to manage or supervise management of our business and affairs and to act with a view to the best interests of the Company. In doing so, the Company Board oversees the management of the Company's affairs directly.

The Company Board has responsibility for the stewardship of the Company, including responsibility for strategic planning, identification of the principal risks of the Company's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity the Company's internal control and management information systems.

The Company Board sets long term goals and objectives for the Company and formulates the plans and strategies necessary to achieve those objectives and to supervise senior management in their implementation. The Company Board delegates the responsibility for managing the day-to-day affairs of the Company to senior management but retains a supervisory role in respect of, and ultimate responsibility for, all matters relating to the Company and its business. The Company Board is responsible for protecting the Company Shareholders' interests and ensuring that the incentives of the Company Shareholders and of management are aligned.

As part of its ongoing review of business operations, the Company Board reviews, as frequently as required, the principal risks inherent in the Company's business including financial risks, through periodic reports from management of such risks, and assesses the systems established to manage those risks. Directly and through the Audit Committee, the Company Board also assesses the integrity of internal control over financial reporting and management information systems.

In addition to those matters that must, by Law, be approved by the Company Board, the Company Board is required to approve any material dispositions, acquisitions and investments outside the ordinary course of business, long-term strategy, and organizational development plans. Management of the Company is authorized to act without board approval, on all ordinary course matters relating to the Company's business.

The Company Board also monitors the Company's compliance with timely disclosure obligations and reviews material disclosure documents prior to distribution. The Company Board is responsible for appointing senior management and for monitoring their performance.

The Company Board considers that the following directors are "independent" in that they are independent and free from any interest and any business or other relationship which could or 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 shareholding: Mr. Negraeff, Mr. Hanson and Mr. Hushyar. Each of Mr. Jones and Mr. Cooper are executive officers of the Company and are therefore not independent.

Directorships

Certain of the directors are presently a director of one or more other reporting issuers (or equivalent) in a Canadian or foreign jurisdiction, as follows:

Name and Positions of Director	Other reporting issuer (or equivalent in a foreign jurisdiction)
Darryl Jones *Interim Chief Executive Officer and Director*	• Star Copper Corp. • Alpha Copper Corp. • StrikePoint Gold Inc.
Eric Negraeff *Director*	• Discovery Energy Metals Corp.
Jeremy Hanson *Director*	• Garibaldi Resources Corp. • Carlyle Commodities Corp. (and Director at Silver Pony Resources Corp. pending its acquisition of Carlyle)
Kiya Hushyar *Director*	N/A

Orientation and Continuing Education

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

Ethical Business Conduct

The Company Board relies on the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law to ensure the Company Board operates independently of management and in the best interests of Arcus. The Company Board has found that these, combined with the conflict of interest provisions of the BCBCA, as well as the relevant securities regulatory instruments, to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest.

Nomination of Directors

The Company Board considers its size each year when it considers the number of directors to recommend to the Company Shareholders for election at the annual meeting of shareholders. The Company Board takes into account the number required to perform the Company Board's duties effectively and to maintain a diversity of views and experience.

The Company Board does not have a nominating committee. The Company Board is responsible for recruiting new members to the Company Board and planning for the succession of directors.

Compensation

The Company Board is responsible for determining all forms of compensation, including long-term incentive in the form of Company Options or other compensation securities, to be granted to the CEO and the directors, and for reviewing the CEO's recommendations respecting compensation of the other officers of the Company, to ensure such arrangements reflect the responsibilities and risks associated with each position. For more information, please see "*Executive Compensation*".

Other Board Committees

The Company Board has no other committees other than the Audit Committee described in this Circular.

Assessments

The Company Board annually reviews its own performance and effectiveness as well as reviews the Audit Committee Charter and recommends revisions, as necessary. Neither Arcus nor the Company Board has adopted formal procedures to regularly assess the Company Board, the Audit Committee or the individual directors as to their effectiveness and contribution. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of individual directors are informally monitored by the other Company Board members, bearing in mind the business strengths of the individual and the purpose of originally nominating the individual to the Company Board.

The Company Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Company Board and its committees.

The Company Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company's corporate governance practices allow Arcus to operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden.

Management Contracts

The management functions of the Company are not to any substantial degree performed by any person other than the executive officers and directors of the Company.

Shareholder Re-Approval of Stock Option Plan

Business

At the Meeting, the Company Shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, an ordinary resolution (the "**Stock Option Plan Resolution**") re-approving, confirming and ratifying the Stock Option Plan, a copy of which is attached hereto as Appendix B, which is a 10% "rolling" stock option plan. A copy of the Stock Option Plan is available, upon request, to any Company Shareholder at no charge, or may be inspected at the registered office of the Company during normal business hours until the date of the Meeting.

Purpose

The purposes of the Stock Option Plan are to (a) advance the interests of the Company by enhancing the ability of the Company to attract, motivate and retain employees, officers, directors, and consultants, which either of directors or officers may be consultants or employees, (b) reward such persons for their sustained contributions, and (c) encourage such persons to take into account the long-term corporate performance of the Company.

Eligible Participants

Pursuant to the Stock Option Plan, Company Options may be granted to *bona fide* Directors, Officers, Employees, Management Company Employees, or Consultants (as such terms are defined in the Stock Option Plan). The Board, in its discretion, determines which of the directors and senior officers, Employees, Management Company Employees, or Consultants will be awarded options under the Stock Option Plan.

Number of Shares Reserved

The number of Company Shares which may be issued pursuant to Company Options granted under the Stock Option Plan may not exceed 10% of the issued and outstanding Company Shares at the date of granting of Company Options. Company Options that are exercised, cancelled or expire prior to exercise continue to be issuable under the Stock Option Plan.

Limitations

Under the Stock Option Plan, the aggregate number of Company Options granted to any one person (including companies wholly-owned by that person) in a 12-month period must not exceed 5% of the issued and outstanding Company Shares, calculated on the date the Company Option is granted. The aggregate number of Company Options granted to any one Consultant in a 12-month period must not exceed 2% of the issued and outstanding Company Shares, calculated at the date the Company Option is granted. The aggregate number of Company Option granted to all persons retained to provide investor relations services to the Company (including Consultants, Employees and Management Company Employees or directors and senior officers whose role and duties primarily consist of providing investor relations services) must not exceed 2% of the issued and outstanding Company Shares in any 12-month period, calculated at the date a Company Option is granted to any such person. Disinterested shareholder

approval will be required for any grant of Company Options which will result in the number of Company Options granted to insiders (as defined in the *Securities Act* (British Columbia)) as a group at any point in time or within a 12-month period exceeding 10% of the issued and outstanding Company Shares.

Exercise Price

The exercise price of options granted under the Stock Option Plan is determined by the Company Board, provided that it is not less than the discounted market price, as that term is defined in the TSXV policy manual, or such other minimum price as is permitted by the TSXV in accordance with the policies in effect at the time of the grant, or, if the Company Shares are no longer listed on the TSXV, then such other exchange or quotation system on which the Company Shares are listed or quoted for trading. The exercise price of the Company Options granted to insiders may not be decreased without disinterested Company Shareholder approval at the time of the proposed amendment.

Exercise of Options

The exercise price of a Company Option granted pursuant to the Stock Option Plan must be paid in cash.

Term of Options

Subject to the termination and Change of Control provisions noted below, the term of any Company Options granted under the Stock Option Plan is determined by the Company Board and may not exceed ten (10) years from the date of grant. Disinterested Company Shareholder approval will be required for any extension to Company Options granted to individuals that are Insiders at the time of the proposed amendment

Vesting

All Company Options granted pursuant to the Stock Option Plan will be subject to such vesting requirements as may be prescribed by the TSXV, if applicable, or as may be imposed by the Company Board. Company Options issued to persons retained to provide investor relations activities must vest in stages over 12 months with no more than one-quarter of the Company Options vesting in any three month period. In the event of a "**Change of Control**" (as defined in the Stock Option Plan), all unvested Company Options will vest immediately. Even in the event of a Change of Control, the acceleration of Company Options granted to investor relations service providers is subject to prior TSXV approval.

Termination

All Company Options granted pursuant to the Stock Option Plan will terminate upon the earliest of:

(a) the end of the term of the Company Option;

(b) on the date the holder ceases to be eligible to hold the Company Option (the "**Cessation Date**"), if the Cessation Date is as a result of dismissal for cause;

(c) one year from the date of death or disability, if the Cessation Date is as a result of death or disability;

(d) 90 days from the Cessation Date, if the Cessation Date is as a result of a reason other than death, disability or cause;

(e) on such other date as fixed by the Company Board, provided that the date is no more than one year from the Cessation Date, if the Cessation Date is as a result of a reason other than death, disability or cause.

Adjustments

Any adjustment to Company Options granted or issued (except in relation to a consolidation or share split) will be subject to the prior acceptance of the TSXV. Disinterested Company Shareholder approval will be sought in respect of any material amendment to the Stock Option Plan. The proposed Stock Option Plan is subject to TSXV acceptance and if the TSXV finds the disclosure to Company Shareholders to be inadequate, Company Shareholder approval may not be accepted by the TSXV.

Stock Option Plan Resolution

At the Meeting, the Company Shareholders will be asked to pass a resolution in substantially the following form:

"**IT IS RESOLVED, AS AN ORDINARY RESOLUTION, THAT:**

1. the stock option plan of the Company attached to the management information circular of the Company dated July 20, 2026 (the "**Stock Option Plan**"), and the reservation for issuance thereunder of up to 10% of the aggregate number of common shares of the Company as are issued and outstanding from time to time, is hereby approved, confirmed and ratified in all respects;

2. the options to be issued under the Stock Option Plan, and all unallocated options under the Stock Option Plan, be and are hereby approved, confirmed and ratified in all respects;

3. the board of directors of the Company (the "**Board**") be and is hereby authorized to administer the Stock Option Plan and to make such amendments to the Stock Option Plan from time to time, as may be required by the applicable regulatory authorities, or as may be considered appropriate by the Board, in its sole discretion, provided always that such amendments be subject to the approval of the TSX Venture Exchange ("**TSXV**"), if applicable, and in certain cases, in accordance with the terms of the Stock Option Plan, the approval of the shareholders;

4. notwithstanding the passing of the foregoing resolution, the Board may, without further notice or approval of the shareholders of the Company, revoke this resolution, in whole or in part, at any time prior to the Stock Option Plan becoming effective; and

5. any one director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to finalize, sign or deliver all documents, to enter into any agreements and to do and perform all acts and things as such individual, in his or her discretion, deems necessary or advisable in order to give effect to the intent of this resolution and the matters authorized hereby, including compliance with all securities laws and regulations and the rules and requirements of the TSXV (or such other stock exchange on which the Company's securities may be listed from time to time), such determination to be conclusively evidenced by the finalizing, signing or delivery of such document or agreement or the performing of such act or thing."

Recommendation of the Board

The Company Board has reviewed the Stock Option Plan and concluded that the Stock Option Plan is fair and reasonable to the Company Shareholders and in the best interests of the Company. **Management of Arcus recommends Company Shareholders vote <u>FOR</u> the Stock Option Plan Resolution.**

An ordinary resolution needs to be passed by a simple majority of the votes cast by the Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Unless otherwise instructed, the proxies solicited by management will be voted <u>FOR</u> the Stock Option Plan Resolution.

Reasons for the Recommendation

In support of its recommendation to the Company Shareholders to vote **<u>FOR</u>** the Stock Option Plan Resolution, the Company Board considered that the Stock Option Plan is an efficient and effective plan to provide Arcus with a share-related mechanism to (a) to advance the interests of the Company by enhancing the ability of Arcus to attract, motivate and retain employees, officers, directors, and consultants, (b) to reward such persons for their sustained contributions, and (c) to encourage such persons to take into account the long-term corporate performance of the Company.

<u>Ratification of Grant of Company Options</u>

On April 22, 2026, the Company granted an aggregate of 600,000 Company Options under the Stock Option Plan to the directors, officers and a consultant of the Company. See "*Part I –Meeting Items Other Than the Arrangement – Executive Compensation – Oversight and Description of Director and Named Executive Officer Compensation — Director Compensation*".

As the Company held its last annual general meeting on November 12, 2024, the Company did not receive re-approval of the Stock Option Plan from the Company Shareholders within 15 months of the last shareholder approval in accordance with TSXV Policy 4.4. Accordingly, at the Meeting, Company Shareholders will be asked to pass ordinary

resolutions to approve, confirm and ratify in all respects the grant of an aggregate of 600,000 Company Options under the Stock Option Plan, individually, as follows:

(a) 100,000 Company Options to Mr. Jones, Interim CEO and a Director of the Company;

(b) 100,000 Company Options to Mr. Cooper, CFO and Corporate Secretary of the Company;

(c) 100,000 Company Options to Mr. Hanson, an independent Director of the Company;

(d) 100,000 Company Options to Mr. Negraeff, an independent Director of the Company;

(e) 100,000 Company Options to Mr. Hushyar, an independent Director of the Company; and

(f) 100,000 Company Options to Ms. Christina Le, a consultant of the Company,

each entitling the holder thereof to acquire one Company Share at an exercise price of $0.45 per Company Share until April 22, 2028 in accordance with the terms and conditions set forth in the Stock Option Plan and disclosed in this Circular (each, a "**Company Option Ratification Resolution**", and collectively, the "**Company Option Ratification Resolutions**"). An ordinary resolution needs to be passed by a simple majority of the votes cast by the Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Management recommends Company Shareholders vote <u>FOR</u> the Company Option Ratification Resolutions. Unless otherwise instructed, the proxies solicited by management will be voted <u>FOR</u> the Company Option Ratification Resolution.

In accordance with TSXV Policy 4.4, the Company will seek disinterested Company Shareholder approval for the Company Option Ratification Resolution, and accordingly Mr. Jones , being the beneficial owner of 200,000 Company Shares as of the Record Date, will be ineligible to vote such Company Shares on the Company Option Ratification Resolution. The grant of the Company Options set forth above and the listing of the Company Shares underlying such Company Options on the TSXV remains subject to final approval by the TSXV.

PART II – THE ARRANGEMENT

<u>Background to the Arrangement</u>

The entering into of the Arrangement Agreement was the result of arm's length negotiations conducted among representatives of the Company and the Special Committee, the Purchaser, and their respective financial and legal advisors. The following is a summary of the material events, meetings, negotiations and discussions between the Parties that preceded the public announcement of the execution of the Arrangement Agreement on July 9, 2026.

Prior to entering into the Arrangement Agreement, the Company had primarily focused on raising the necessary capital to advance its Touleary Property. However, management of the Company and the Company Board regularly reviewed the Company's overall corporate strategy and long-term strategic plan. As part of this process, the Company Board and management continuously reviewed the relative strategic benefits of: (i) continuing as a single-asset company and the associated capital requirements; and (ii) corporate transactions that could involve acquisitions of complementary assets or the sale of the Company to logical suitors that provide an enhanced position to facilitate the development of the Touleary Property. To that end, the Company engaged with potential acquirors from time to time by providing access to Company information, personnel and the Touleary Property to parties that signed confidentiality agreements with the Company. The Company was approached by certain mining companies and financial investors wishing to learn more about the Touleary Property.

During the fourth quarter of calendar year 2025, the Company undertook a strategic review process to evaluate the landscape of potential transaction opportunities, including potential acquisitions or divestitures. The Company entered into confidentiality agreements and analyzed various value-maximizing initiatives with each of the respective parties that signed confidentiality agreements. The Company had comprehensive discussions and negotiations with several parties. Discussions with the Purchaser with respect to a proposed acquisition of the Company by the Purchaser (the "**Proposed Transaction**") initially commenced in the first quarter of calendar year 2026, following which the Company entered into the Confidentiality Agreement with the Purchaser and the Parties began conducting their respective due diligence processes. On March 3, 2026, the Company Board engaged Evans & Evans to provide financial advisory services in respect of the Proposed Transaction, which was subsequently terminated by the Company and Evans & Evans when the Company entered into the Binding LOI.

Following negotiations between the Company and the Purchaser, on April 26, 2026, the Company's management determined the Purchaser was an ideal and logical suitor for the Company and that the Proposed Transaction was in the best interests of the Company, and entered into a binding letter of intent on behalf of the Company with the Purchaser (the "**Binding LOI**") regarding the Proposed Transaction, which included the requisite exclusivity and confidentiality-related provisions to facilitate continued reciprocal due diligence by the Parties as they negotiated the definitive Arrangement Agreement. The Binding LOI set forth certain binding provisions with respect to the Proposed Transaction but also reflected that the Proposed Transaction was conditional and subject to further negotiations. After discussion and careful deliberation and consultation with its legal and financial advisors, during which the Company Board considered both the benefits and risk of the Proposed Transaction, the Company Board unanimously determined that entering into the Binding LOI is in the best interest of the Company, and unanimously approved the Binding LOI. Concurrently, the Company also entered into a definitive option agreement with the Purchaser (the "**Touleary Option Agreement**"), pursuant to which the Purchaser was granted the right to acquire a 20% interest in the Touleary Property by incurring $2 million in exploration and development expenditures within one year, subject to certain terms and conditions (the "**Touleary Option**"). Upon exercise of the Touleary Option, the parties may form a joint venture to advance exploration, development and potential mining operations at the Touleary Property, which remains subject to an existing 1% net smelter return royalty on certain claims.

On April 27, 2026, the Company and the Purchaser issued a comprehensive joint press release announcing the execution of the Binding LOI and the Touleary Option Agreement. Following the execution and announcement of the Binding LOI, on April 29, 2026, the Company Board unanimously resolved to form the Special Committee, comprised entirely of independent directors: Mr. Hushyar, Mr. Negraeff and Mr. Hanson. The Company Board also approved the Special Committee's written mandate which directed the Special Committee to, among other things: (a) consider and evaluate the Proposed Transaction and any reasonable alternatives to the Proposed Transaction with the assistance of its advisors and management; (b) carry out all analysis or preparatory work that it considered useful or necessary in connection with any transaction; (c) review, have oversight of, and supervise the transaction process; (d) negotiate, or supervise the negotiation of, the terms and conditions of any transaction and to supervise the preparation of any legal agreements or other documentation necessary to implement the same; (e) assess the fairness of any transaction to the Company Securityholders and any other relevant stakeholders of the Company, and whether any transaction is in the best interests of the Company, its securityholders and any other relevant stakeholders; (f) with the advice of legal counsel, ensure that the Company, the Company Board and management understand the legal and regulatory framework applicable to any transaction; (g) ensure that the Company, the Company Board, and management received financial and other advice with respect to the Company, any third parties and any transaction; (h) advise the Company Board and make a recommendation as to whether a transaction would be in the best interests of the Company and its securityholders and other relevant stakeholders and to undertake such processes as it considers necessary or appropriate to provide such advice and recommendation, or, if a recommendation is not being made to the Company Board, to provide reasons as to why not; (i) if a transaction was approved by the Company Board, maintain, on behalf of the Company Board, oversight and review of its implementation; (j) oversee, together with the senior management of the Company, the required public disclosure and communication to the relevant stakeholders of the Company; and (k) consider, without the need for further authorization by the Company Board, such other matters as the Special Committee considers necessary or appropriate in order to fulfill its mandate and discharge its responsibilities.

Between April and June 2026, the Company received detailed due diligence requests from the Purchaser in respect of legal, technical, financial and tax enquiries. The Company responded to the detailed information requests by providing documents and responses to the Purchaser's enquiries. The process of providing information and responding to enquiries continued up to the signing of the Arrangement Agreement. The Company also completed reverse due diligence on the Purchaser which included, among other things, a review of the Purchaser's public disclosure and other requested non-public or confidential information.

On May 12, 2026, the Special Committee signed an engagement letter agreement with Evans & Evans, pursuant to which it engaged Evans & Evans to prepare the E&E Fairness Opinion.

On July 6, 2026, the Special Committee received and reviewed the draft E&E Fairness Opinion. On July 9, 2026, the Special Committee subsequently received the final E&E Fairness Opinion that, as of the date of such opinion and based upon and subject to the assumptions, limitations and qualifications described therein, the consideration to be received by the Company Shareholders is fair, from a financial point of view, to the Company Shareholders.

On July 9, 2026, by unanimous written consent resolution, the Special Committee recommended to the Company Board that it approve the Arrangement. The Company Board, following the recommendation of the Special Committee

and advice from its financial and legal advisors, authorized and approved the terms and conditions of the Arrangement Agreement, and the execution and delivery thereof on behalf of the Company, having determined that it was in the best interests of the Company to do so, on the basis of the recommendation of the Special Committee and in light of the other factors considered. Cozen O'Connor LLP, as legal counsel to the Company, presented a summary of the Arrangement Agreement and reported on the legal due diligence conducted with respect to the Purchaser. Financial advisor Evans & Evans presented their financial analysis of the Proposed Transaction and outlined the merits and risks of the Proposed Transaction.

As set forth in the section entitled *"Part II — The Arrangement — Reasons for Recommendation of the Special Committee and the Company Board"*, the key factors the Special Committee considered in recommending to the Company Board that it approve the Arrangement were the synergies available to Company Shareholders which could be achieved by implementing the Arrangement, in particular a combined company with greater assets and resources, including two exploration-stage properties; the cash position of the Company; the lack of superior strategic alternatives to the Arrangement; and the E&E Fairness Opinion.

The Arrangement Agreement was executed by the Parties on July 9, 2026 and announced by joint press release on July 9, 2026.

Recommendation of the Special Committee, the Company Board and Management

As set forth above, the Special Committee, after consulting with management of the Company and legal and financial advisors in evaluating the Arrangement, and taking into account other factors including the reasons described in the section entitled *"Part II — The Arrangement — Reasons for Recommendation of the Special Committee and the Company Board",* unanimously recommended that the Company Board approve the Arrangement Agreement and the Arrangement.

The Company Board, after consulting with management of the Company and legal and financial advisors in evaluating the Arrangement and receiving the unanimous recommendation of the Special Committee, and taking into account other factors including the reasons described in the section entitled *"Part II — The Arrangement — Reasons for Recommendation of the Special Committee and the Company Board",* unanimously determined that entering into the Arrangement Agreement and the Arrangement is in the best interests of the Company. **Accordingly, the Company Board unanimously recommends that the Company Shareholders vote FOR the Company Arrangement Resolution.**

Unless otherwise instructed, the proxies solicited by management will be voted FOR the Company Arrangement Resolution.

Reasons for Recommendation of the Special Committee and the Company Board

The Special Committee and the Company Board consulted with management of the Company and legal and financial advisors in evaluating the Arrangement and, in reaching their respective conclusions and formulating their unanimous recommendations, reviewed a significant amount of information and considered a number of factors, including the following, among others:

- Under the terms of the Arrangement Agreement and the Exchange Ratio, Company Shareholders will receive one (1) Purchaser Share for each Company Share. When the LOI was entered into, this represented a 73.2% premium to the closing price of the Company's Shares on April 24, 2026, the last trading prior to the LOI, based on the closing prices of the Company Shares on the TSX Venture Exchange ($0.41) and the Purchaser Shares on the Canadian Securities Exchange ($0.71). As of the date of the announcement of the Arrangement Agreement, this represented consideration of approximately $0.37 per Company Share and a premium of 5.71% based on the closing prices of the Company Shares on the TSXV ($0.35) and the Purchaser Shares on the CSE ($0.37), each as of the close of trading on July 9, 2026, the day the definitive Arrangement Agreement was announced. While the premium eroded between the announcement of the LOI and the Arrangement Agreement, the lack of a significant premium is not unreasonable as the Company has been relatively inactive for over 10 years, with no exploration undertaken on the Touleary Property during that time, and the Touleary Property is an early-stage exploration property. Company Shareholders will maintain exposure to the Company's Touleary Property, and gain exposure to the Purchaser's material mineral project, the Blue Property, providing diversification in terms of both jurisdiction and commodity focus.

- Company Shareholders will hold approximately 39.2% of the issued and outstanding shares of the Combined Company upon completion of the Arrangement, based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular on a non-diluted basis. The Arrangement provides for meaningful retained ownership in the Combined Company and ongoing exposure to near-term value catalysts, including the future advancement of the Touleary Property and the Blue Property. The liquidity position and combined cash position of the Combined Company will support funding of exploration and the Touleary Property and the Blue Property.
- The risks and potential rewards associated with the Company continuing to execute its business and strategic plan as an independent entity, as an alternative to the Arrangement, and that the Combined Company will be better positioned to pursue a growth and value maximizing strategy as compared with the Company on a standalone basis, as a result of the Combined Company's larger market capitalization, increased technical expertise, asset diversification and elimination of single asset risk, increased financial capacity, enhanced access to capital over the long term, and the likelihood of increased investor interest and access to business development opportunities due to the Combined Company's larger market presence.
- Upon completion of the Arrangement, the Combined Company will have a broader shareholder base, expected increased trading liquidity and a larger public float than the Company presently holds. The expected increased market capitalization and trading liquidity upon completion of the Arrangement is anticipated to broaden the Combined Company's investor appeal.
- The impact of the Arrangement on all stakeholders in the Company, including Company Shareholders, employees, and local communities and governments, as well as the environment and the long-term interests of the Company.
- The Arrangement Agreement is the result of a comprehensive arm's length negotiation process with the Purchaser that was undertaken by the Company with the assistance of legal and financial advisors and with the oversight and participation of the Special Committee. The Arrangement Agreement includes terms and conditions that are reasonable in the judgment of the Special Committee and the Company Board.
- The E&E Fairness Opinion delivered to the Special Committee to the effect that, as of the date thereof, and based upon and subject to the assumptions, limitations and qualifications set forth in the E&E Fairness Opinion, the Arrangement and Exchange Ratio are fair, from a financial point of view, to the Company Shareholders.
- Current industry, economic and market conditions and trends and its expectations of the future prospects in gold exploration and the mining sector and potential for further consolidation and acquisitions, as well as information concerning the business, operations, assets, financial performance and condition, and prospects of the Company, including the lack of strategic alternatives to the Arrangement.
- The Arrangement is structured in a way so that Company Shareholders will generally be entitled to tax-deferred treatment for Canadian federal income tax purposes on the exchange of their Company Shares for Purchaser Shares pursuant to the Arrangement.
- Based on the discussions that took place between the management of the Company and the Purchaser, it is the Special Committee and the Company Board's belief that the Purchaser will support the Company's continued engagement with the local community and governments and work towards maintaining positive and mutually beneficial relationships with all constituencies.
- The Company's due diligence review and investigations of the Purchaser.
- The Company Arrangement Resolution must be approved by at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting. See "*Part II — The Arrangement — Securities Law Matters — Canada*".

- The Arrangement must be approved by the Court, which will consider, among other things, the procedural and substantive fairness and reasonableness of the Arrangement to the Company Shareholders.
- The terms of the Arrangement provide that Registered Company Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights and, if properly exercised, receive fair value for their Company Shares.

The Special Committee and Company Board also considered a number of other factors and risks relating to the Arrangement, including without limitation:

- The risk that expected benefits to the Combined Company are not realized.
- The risk that changes in Law or regulation could adversely impact the expected benefits of the Arrangement to the Company, Company Shareholders and other stakeholders.
- The risk that the Purchaser Shares to be issued as consideration are based on a fixed Exchange Ratio and in certain circumstances will not be adjusted based on fluctuations in the market value of Company Shares or Purchaser Shares.
- The risk that the Arrangement may not be completed despite the Parties' efforts or that completion of the Arrangement may be unduly delayed, even if Company Shareholder Approval is obtained, including the possibility that other conditions to the Parties' obligations to complete the Arrangement may not be satisfied, and the potential resulting negative impact this could have upon the Company's business, operations and capital.
- The limitations contained in the Arrangement Agreement on the Company's ability to solicit additional interest from third parties, given the nature of the deal protections and "fiduciary out" in the Arrangement Agreement, as well as the fact that if the Arrangement Agreement is terminated under certain circumstances, the Company will be required to pay the Termination Fee to the Purchaser.
- The fact that if the Arrangement Agreement is terminated and the Company Board decides to seek another transaction or business combination, it may be unable to find a party willing to pay greater or equivalent value compared to the Consideration payable to the Company Shareholders under the Arrangement.
- The fact that the Company has incurred and will continue to incur significant transaction costs and expenses in connection with the Arrangement and will incur such expenses whether the Arrangement is completed or not, and significant management time and resources has been used in connection with the Arrangement.

The Special Committee and the Company Board also considered a variety of risks and other potentially negative factors relating to the Arrangement including those matters described under the headings "*Part II — The Arrangement — Risk Factors Related to the Arrangement*" and "*Part II — The Arrangement — Risk Factors Related to the Operations of the Combined Company*". The Special Committee and the Company Board believed that overall, the anticipated benefits of the Arrangement to the Company outweighed these risks and negative factors.

The information and factors described above and considered by the Special Committee and the Company Board in reaching its determinations are not intended to be exhaustive but include material factors considered by the Special Committee and the Company Board. In view of the wide variety of factors considered in connection with the evaluation of the Arrangement and the complexity of these matters, the Special Committee and the Company Board did not find it useful to, and did not attempt to, quantify, rank or otherwise assign relative weights to these factors. In addition, individual members of the Special Committee and the Company Board may have given different weight to different factors.

E&E Fairness Opinion

The Special Committee engaged Evans & Evans, Inc. to act as its financial advisor in connection with the Arrangement. In connection with the engagement, Evans & Evans was requested to provide the Special Committee with an opinion as to the fairness to the Company Shareholders, from a financial point of view, of the Consideration to be received by Company Shareholders pursuant to the Arrangement. The E&E Fairness Opinion states that, based

upon and subject to the assumptions, limitations and qualifications set forth therein, Evans & Evans is of the opinion that, as of July 9, 2026, the Arrangement and Exchange Ratio are fair, from a financial point of view, to the Company Shareholders. **The E&E Fairness Opinion is subject to the assumptions, limitations and qualifications contained therein and should be read in its entirety.** See Appendix F to this Circular, *"E&E Fairness Opinion"*.

Scope of Review and Analysis

In connection with preparing the E&E Fairness Opinion, Evans & Evans reviewed and relied upon, or carried out, among other things, the following:

- Interviewed members of the Company Board to gain an understanding of the Company's plans and the rationale for the Arrangement.
- Reviewed the substantially final form of the Arrangement Agreement between the Company and Core Silver.
- Reviewed the Binding LOI between the Companies dated April 26, 2026.
- Reviewed Arcus's website.
- Reviewed Arcus's unaudited condensed interim consolidated financial statements for the three months ended October 31, 2025, the six months ended January 31, 2026, and the nine months ended April 30, 2026.
- Arcus's audited financial statements for the years ended July 31, 2022, to 2025 as audited by D&H Group LLP, Chartered Professional Accountants, of Vancouver, British Columbia.
- Reviewed Arcus's management discussion and analysis for the three months ended October 31, 2025, the six months ended January 31, 2026, the nine months ended April 30, 2026, and the years ended July 31, 2022, to 2025.
- Reviewed and relied extensively on the Touleary Property Report.
- Reviewed the Core Silver website and the Investor Presentation.
- Reviewed Core Silver's unaudited condensed interim consolidated financial statements for the three months ended December 31, 2025, and the six months ended March 31, 2026, as prepared by management.
- Reviewed the Purchaser's audited consolidated financial statements for the years ended September 30, 2022, to 2025 as audited by DeVisser Gray LLP, Chartered Professional Accountants, of Vancouver, British Columbia.
- Reviewed Core Silver's management discussion and analysis for the three months ended December 31, 2025, six months ended March 31, 2026, and the years ended September 30, 2022, to 2025.
- Reviewed the trading price of the Company Shares and Purchaser Shares on the TSXV and CSE, respectively, for the 12 months preceding the date of the E&E Fairness Opinion.
- The recent trends in the trading price of both the Company Shares and Purchaser Shares.
- The Parties' news releases for the 18 months preceding the date of the E&E Fairness Opinion.
- Reviewed information on the Parties' markets from a variety of sources.
- Reviewed information on mergers & acquisitions involving gold, silver and polymetallic properties and companies.
- Reviewed financial, trading and mineral resource information on the following comparable companies for Arcus: Aben Gold Corp.; Generic Gold Corp.; Gold Strike Resources Corp.; Goldbank Mining Corporation; Klondike Gold Corp.; Triumph Gold Corp.; Yukon Metals Corp.; and Onyx Gold Corp.
- Reviewed financial, trading and mineral resource information on the following comparable companies for Core Silver: XXIX Metal Corp.; US Copper Corp.; Questcorp Mining Inc.; Bell

Copper Corporation; Aeonian Resources Corp.; CopperCorp Resources Inc.; District Copper Corp.; Aventis Energy Inc.; Coyote Copper Mines Inc.; Red Canyon Resources Ltd.; GoldHaven Resources Corp.; and Brixton Metals Corporation.

As described in the E&E Fairness Opinion, Evans & Evans considered a number of quantitative and qualitative factors, including: (i) the implied value of the Consideration relative to the historical trading prices of Company Shares; (ii) the implied value relative to Arcus's recent financing transactions; (iii) trading liquidity of Company Shares; (iv) selected comparable public companies and precedent transactions; (v) the relative stage of advancement, asset portfolio and exploration activities of Arcus and Core Silver; and (vi) the potential benefits of combining the businesses of Arcus and Core Silver.

Assumptions and Limitations

The E&E Fairness Opinion was necessarily based upon information available, and financial, stock market and other conditions and circumstances existing and disclosed, to Evans & Evans as of the date of the E&E Fairness Opinion. Although subsequent developments may affect the E&E Fairness Opinion, Evans & Evans has no obligation to update, revise or reaffirm its fairness opinion.

The full text of the E&E Fairness Opinion, setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the E&E Fairness Opinion, is attached as Appendix F to this Circular. Company Shareholders are urged to, and should, read the E&E Fairness Opinion in its entirety. Any summary of the E&E Fairness Opinion in this Circular is qualified in its entirety by reference to the full text of the E&E Fairness Opinion. The E&E Fairness Opinion is not a recommendation as to whether or not Company Shareholders should vote for the Company Arrangement Resolution.

Special Committee

The E&E Fairness Opinion was only one of many factors taken into consideration by the Special Committee in making its recommendation to the Company Board, and by the Company Board in determining that the Arrangement is in the best interest of the Company and recommending that the Company Shareholders voting for the Company Arrangement Resolution. The E&E Fairness Opinion should not be viewed as determinative of the views of the Special Committee, the Company Board or the Company's management with respect to the Arrangement or the Consideration provided to the Former Company Shareholders pursuant to the Arrangement.

Independence

Neither Evans & Evans nor any of its affiliates or associates is an insider, associate or affiliate (as such terms are defined in the applicable Canadian Securities Laws) of the Company or the Purchaser or any of their respective associates or affiliates. For more information see "*Part IV — Other Information – Experts*".

For its services to the Special Committee in connection with the Arrangement, the Company has agreed to pay a flat fee to Evans & Evans for the E&E Fairness Opinion (no portion of which is contingent on the conclusion reached in the E&E Fairness Opinion or upon completion of the Arrangement). In addition, the Company has agreed to reimburse Evans & Evans for its expenses, including reasonable fees and expenses of counsel, and to indemnify Evans & Evans and related parties against certain liabilities arising out of Evans & Evans' engagement.

Risk Factors Related to the Arrangement

The completion of the Arrangement involves risks. In addition to the risk factors discussed in the Purchaser MD&As, including those under the heading "*Industry and Economic Factors Affecting Performance*", which risk factors are specifically incorporated by reference into this Circular, and the risk factors discussed in the Company MD&As under the heading "*Risks and Uncertainties*", the following is a list of certain additional and supplemental risk factors which Company Shareholders should carefully consider before making a decision regarding approving the Company Arrangement Resolution. Readers are cautioned that such risk factors are not exhaustive and additional risks and uncertainties, including those currently unknown or considered immaterial to the Company or the Purchaser, may also adversely affect the Company or the Purchaser prior to completion of the Arrangement, or the Combined Company.

The Arrangement is subject to satisfaction or waiver of various conditions

Completion of the Arrangement is subject to, among other things, the approval of the Court and Company Shareholder Approval, each of which may be outside the control of both the Company and the Purchaser. There can be no assurance that these conditions will be satisfied or that the Arrangement will be completed as currently contemplated or at all.

If, for any reason, the Arrangement is not completed or its completion is substantially delayed, the market price of Company Shares may be materially adversely effected. In such events, the Company's business, financial condition or results of operations could also be subject to material adverse consequences.

It is also a condition of closing the Arrangement that the TSXV shall have conditionally approved the Arrangement with respect to the Company and that the CSE approves for listing and trading the Consideration Shares. The Company has applied to the TSXV for approval of the Arrangement and has received conditional approval from the TSXV, which is subject to customary conditions for a transaction of this nature under the policies of the TSXV.

Company Shareholders will receive a fixed number of Purchaser Shares

Company Shareholders will receive a fixed number of Purchaser Shares under the Arrangement, rather than a variable number of Purchaser Shares with a fixed relative market value. As the number of Purchaser Shares to be received in respect of each Company Share under the Arrangement will not be adjusted to reflect any change in the relative market value of Company Shares, the number of Purchaser Shares received by Company Shareholders under the Arrangement may vary significantly from the relative market value of Company Shares expressed at the dates referenced in this Circular. There can be no assurance that the relative market price of Company Shares on the Effective Date will be the same or similar to the relative market price of such shares on the date of the Meeting. The underlying cause of any such change in relative market price may not constitute a Material Adverse Effect, the occurrence of which in respect of a Party could entitle the other Party to terminate the Arrangement Agreement, or otherwise entitle either Party to terminate the Arrangement Agreement. In addition, the number of Purchaser Shares being issued in connection with the Arrangement will not change despite decreases or increases in the market prices of Company Shares or Purchaser Shares. Many of the factors that affect the market prices of the Company Shares or Purchaser Shares are beyond the control of the Company or the Purchaser, respectively. These factors include fluctuations in commodity prices, fluctuations in currency exchange rates, changes in the regulatory environment, adverse political developments, prevailing conditions in the capital markets and interest rate fluctuations. There can also be no assurance that the trading price of the Purchaser Shares will increase, or will not decline, following the completion of the Arrangement.

The Arrangement Agreement may be terminated in certain circumstances

Each of the Company and the Purchaser has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can either of the Company or the Purchaser provide any assurance that the Arrangement will not be terminated by either the Company or the Purchaser before the completion of the Arrangement. For instance, the Company has the right, in certain circumstances, to terminate the Arrangement Agreement if the Purchaser is subject to a Material Adverse Effect. Conversely, the Purchaser has the right, in certain circumstances, to terminate the Arrangement Agreement if the Company is subject to a Material Adverse Effect. There is no assurance that a Material Adverse Effect will not occur before the Effective Date, in which case such Party could elect to terminate the Arrangement Agreement and the Arrangement would not proceed. Failure to complete the Arrangement could negatively impact the trading price of the Company Shares or otherwise adversely affect the business of the Company.

While the Arrangement is pending, the Company is restricted from pursuing alternatives to the Arrangement and taking other certain actions

Under the Arrangement Agreement, the Company is restricted, subject to certain limited exceptions, from making, initiating, soliciting or knowingly encouraging or facilitating, any inquiry, proposal or offer with respect to an Acquisition Proposal or that could reasonably be expected to constitute or lead to an Acquisition Proposal. In addition, the Arrangement Agreement restricts the Company from taking specified actions without the consent of the Purchaser until the Arrangement is completed or the Arrangement Agreement is terminated, which may adversely affect the ability of the Company to execute certain business strategies, including, but not limited to, the ability in certain cases to enter into or amend contracts, acquire or dispose of assets, incur indebtedness or incur capital expenditures. These restrictions may prevent the Company from pursuing attractive business opportunities that may arise prior to the completion of the Arrangement. If the Arrangement is not completed for any reason, the announcement of the Arrangement, the dedication of the Company's resources to the completion thereof and the restrictions that were imposed on the Company under the Arrangement Agreement may have an adverse effect on the current and future operations, financial condition and prospects of the Company as a standalone entity.

The Company could be required to pay the Purchaser a Termination Fee of $150,000 in specified circumstances

The Arrangement Agreement provides that the Company will be required to pay the Termination Fee to the Purchaser upon termination of the Arrangement Agreement under certain specified circumstances.

The Termination Fee may discourage other parties from attempting to enter into a business transaction with the Company, even if those parties would otherwise be willing to enter into an agreement with the Company for a business combination and would be prepared to pay consideration with a higher price per share or cash market value than the per share market value proposed to be received or realized in the Arrangement. In addition, payment of such amount may have a Material Adverse Effect on the business and affairs of the Company. See "*Part II — The Arrangement — The Arrangement Agreement — Termination*".

The Company will incur costs even if the Arrangement is not completed and the Company or the Purchaser may have to pay various expenses incurred in connection with the Arrangement

Certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by the Company even if the Arrangement is not completed. The Company is liable for its own costs incurred in connection with the Arrangement.

The Company and the Purchaser have also incurred and expect to incur additional material non-recurring expenses in connection with the Arrangement and completion of the transactions contemplated by the Arrangement Agreement, including costs related to obtaining required shareholder, court and regulatory approvals. Additional unanticipated costs or expenses may be incurred by the Purchaser in the course of coordinating the businesses of the Combined Company.

If the Arrangement is not consummated by the Outside Date, either the Company or the Purchaser may elect not to proceed with the Arrangement

The Company or the Purchaser may terminate the Arrangement Agreement if the Arrangement has not been completed by September 30, 2026, and the Parties do not mutually agree to extend the Outside Date, pursuant to the Arrangement Agreement.

The Company and the Purchaser may be the targets of legal claims, securities class actions, derivative lawsuits and other claims and any such claims may delay or prevent the Arrangement from being completed

The Company and the Purchaser may be the target of securities class actions and derivative lawsuits which could result in substantial costs and may delay or prevent the Arrangement from being completed. Securities class action lawsuits and derivative lawsuits are often brought against companies that have entered into an agreement to acquire a public company or to be acquired. Third parties may also attempt to bring claims against the Company and the Purchaser seeking to restrain the Arrangement or seeking monetary compensation or other remedies. Even if the lawsuits are without merit, defending against these claims can result in substantial costs and divert management time and resources. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting consummation of the Arrangement, then that injunction may delay or prevent the Arrangement from being completed.

Payments in connection with the exercise of Dissent Rights may impair the Company's financial resources

Registered Company Shareholders have the right to exercise certain Dissent Rights and demand payment of the fair value of their Company Shares in cash in connection with the Arrangement in accordance with the BCBCA. If there are a significant number of Dissenting Company Shareholders, a substantial cash payment may be required to be made to such Dissenting Company Shareholders that could have an adverse effect on the Company's financial condition and cash resources if the Arrangement is completed. In addition, under the Arrangement Agreement, it is a condition precedent of closing that the Dissenting Company Shareholders cannot represent more than 5% of the Company Shares outstanding. See "*Part II — The Arrangement — Right to Dissent*".

The Company directors and officers may have interests in the Arrangement different from the interests of Company Shareholders following completion of the Arrangement

Certain of the directors and executive officers of the Company negotiated the terms of the Arrangement Agreement, and the Company Board has unanimously recommended that Company Shareholders vote FOR the Arrangement. These directors and executive officers may have interests in the Arrangement that are different from, or in addition to, those of Company Shareholders generally. See *"Part II — The Arrangement — Interests of Certain Persons or Companies in the Arrangement"* in this Circular for further information. Company Shareholders should be aware of

these interests when they consider the Company Board's unanimous recommendation to the Company Shareholders and the Special Committee's unanimous recommendation to the Company Board. The Special Committee and the Company Board were aware of, and considered, these interests when they declared the advisability of the Arrangement Agreement and made their respective unanimous recommendations to the Company Board and the Company Shareholders, respectively.

The tax consequences of the Arrangement for Company Shareholders may differ from anticipated treatment

There can be no assurance that the CRA or other applicable taxing authorities will agree with the Canadian federal income tax consequences of the Arrangement, as applicable, as set forth in this Circular.

Furthermore, there can be no assurance that applicable Canadian income tax Laws, regulations or tax treaties will not change (legislatively, judicially or otherwise) or be interpreted in a manner, or that applicable taxing authorities will not take an administrative position, that is adverse to the Company, the Purchaser or their respective shareholders following completion of the Arrangement. Taxation authorities may also disagree with how the Company or the Purchaser following the Arrangement calculate or have in the past calculated their income or other amounts for tax purposes. Any such events could adversely affect the Combined Company or its share price following completion of the Arrangement.

The issuance of a significant number of Purchaser Shares and a resulting "market overhang" could adversely affect the market price of the Purchaser Shares after completion of the Arrangement

On completion of the Arrangement, a significant number of additional Purchaser Shares will be issued and available for trading in the public market. The increase in the number of Purchaser Shares may lead to sales of such shares or the perception that such sales may occur (commonly referred to as "market overhang"), either of which may adversely affect the market for, and the market price of, the Purchaser Shares.

The Company has not verified the reliability of the information regarding the Purchaser included in, or which may have been omitted from this Circular

Unless otherwise indicated, all information regarding the Purchaser contained in this Circular or incorporated by reference, are based on or derived from publicly disclosed information regarding the Purchaser or provided by the Purchaser, including the Purchaser Financial Statements and the accompanying Purchaser MD&As, all of which is set forth under its respective issuer profile on SEDAR+ available at www.sedarplus.ca. Although the Company has no reason to doubt the accuracy or completeness of such information, any inaccuracy or material omission in the Purchaser's publicly disclosed information, including the information about or relating to the Purchaser contained in this Circular, could result in unanticipated liabilities or expenses, increase the cost of integrating the companies or adversely affect our operational and development plans and our results of operations and financial condition.

Risk Factors Related to the Operations of the Combined Company

Prior to and following completion of the Arrangement, the Purchaser may issue additional equity securities

Prior to and following completion of the Arrangement, the Purchaser or the Combined Company, respectively and as applicable, may issue equity securities to finance its activities, including in order to finance acquisitions. If the Purchaser, or the Combined Company, were to issue equity securities prior to or subsequent to the Arrangement, a Company Shareholder who receives Consideration Shares may experience dilution in their shareholding in the Combined Company. Moreover, as the Purchaser's, or Combined Company's, intention to issue additional equity securities becomes publicly known, the trading price of a Purchaser Share may be materially adversely affected.

The relative trading price of the Company Shares and Purchaser Shares prior to the Effective Time and the trading price of the Purchaser Shares following the Effective Time may be volatile

The relative trading price of the Company Shares have been and may continue to be subject to and, following completion of the Arrangement, the Consideration Shares received, being Purchaser Shares, may be subject to, material fluctuations and may increase or decrease in response to a number of events and factors, including:

- changes in the market price of the commodities;
- current events affecting the economic situation in Canada, the United States and internationally;
- trends in the global mining industries;

- regulatory and/or government actions, rulings or policies;
- changes in financial estimates and recommendations by securities analysts or rating agencies;
- acquisitions and financings;
- the economics of current and future projects and operations of the Company and the Purchaser;
- quarterly variations in operating results;
- the operating and share price performance of other companies, including those that investors may deem comparable;
- the issuance of additional equity securities by the Company or the Purchaser, as applicable, or the perception that such issuances may occur; and
- purchases or sales of blocks of Company Shares or Purchaser Shares, as applicable.

Failure by the Purchaser and/or the Company to comply with applicable Laws prior to the Arrangement could subject the Combined Company to penalties and other adverse consequences following completion of the Arrangement

The Company and the Purchaser are subject to various Canadian and foreign anti-corruption Laws and regulations including, but not limited to, the *Corruption of Foreign Public Officials Act* (Canada). The foregoing Laws prohibit companies and their intermediaries from making improper payments to officials for the purpose of obtaining or retaining business. In addition, such Laws require the maintenance of records relating to transactions and an adequate system of internal controls over accounting. There can be no assurance that either Party's internal control policies and procedures, compliance mechanisms or monitoring programs will protect it from recklessness, fraudulent behavior, dishonesty or other inappropriate acts or adequately prevent or detect possible violations under applicable anti-bribery and anti-corruption legislation. A failure by the Purchaser or the Company to comply with anti-bribery and anti-corruption legislation could result in severe criminal or civil sanctions, and may subject the Purchaser and the Company to other liabilities, including fines, prosecution, potential debarment from public procurement and reputational damage, all of which could have an adverse effect on the business, consolidated results of operations and consolidated financial condition of the Combined Company following completion of the Arrangement. Investigations by Governmental Entities could have an adverse effect on the business, consolidated results of operations and consolidated financial condition of the Combined Company following completion of the Arrangement.

The Purchaser and the Company are also subject to a wide variety of Laws relating to the environment, health and safety, taxes, employment, labor standards, money laundering, terrorist financing and other matters in the jurisdictions in which they operate. A failure by either of the Purchaser or the Company to comply with any such Laws prior to the Arrangement could result in severe criminal or civil sanctions, and may subject the Purchaser and the Company to other liabilities, including fines, prosecution and reputational damage, all of which could have an adverse effect on the business, consolidated results of operations and consolidated financial condition of the Combined Company following completion of the Arrangement. The compliance mechanisms and monitoring programs adopted and implemented by either of the Purchaser or the Company prior to the Arrangement may not adequately prevent or detect possible violations of such applicable Laws. Investigations by Governmental Entities could also have an adverse effect on the business, consolidated results of operations and consolidated financial condition of the Combined Company following completion of the Arrangement.

Effect of the Arrangement

Effect on Company Shares

If completed, the Arrangement will result in the issuance, at the Effective Time, of one (1) Purchaser Share for each Company Share held by Company Shareholders at the Effective Time. As at the close of business on July 20, 2026, there were 21,221,140 Company Shares outstanding (on a non-diluted basis) and 32,920,565 Purchaser Shares outstanding (on a non-diluted basis). If completed, the Arrangement will result in the Purchaser becoming the owner of all of the Company Shares on the Effective Date and the Company will become a wholly-owned subsidiary of the Purchaser.

Assuming that there are no Dissenting Company Shareholders, no Company Shares are issued pursuant to the exercise of Company Options or Company Warrants prior to the Effective Time and there is no change to the number of

Purchaser Shares issued and outstanding between the date of this Circular and immediately prior to the Effective Time, there will be, immediately following the completion of the Arrangement, approximately 54,141,705 Purchaser Shares issued and outstanding. Immediately following completion of the Arrangement: (i) Former Company Shareholders are expected to hold approximately 21,221,140 Purchaser Shares, representing approximately 39.2% of the issued and outstanding Purchaser Shares; and (ii) existing Purchaser Shareholders are expected to hold approximately 32,920,565 Purchaser Shares, representing approximately 60.8% of the issued and outstanding Purchaser Shares, in each case on a non-diluted basis based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular.

Effect on Company Convertible Securities

The Company Convertible Securities are not subject to the Arrangement. Following the Effective Time, the Company Convertible Securities will be exercisable, redeemable and convertible, as applicable, into Purchaser Shares pursuant to the underlying agreement, certificate, plan or other terms and conditions attached to such Company Convertible Securities. Generally, following a transaction such as the Arrangement, the holder of a convertible security, upon the due and valid exercise of such convertible security, is entitled to receive what they would have received had they duly exercised such convertible security prior to the transaction occurring and held the underlying securities at the effective time of such transaction, such that they do not lose the underlying benefits which may accrue to the underlying security. Accordingly, following the Arrangement and pursuant to the Exchange Ratio, the holder of Company Convertible Securities, upon the due exercise of their Company Convertible Securities, is expected to be entitled to receive one (1) Purchaser Share for each Company Convertible Security exercised.

Effect of the Arrangement on Rights of Company Shareholders

Pursuant to the Plan of Arrangement, Company Shareholders (other than Dissenting Company Shareholders) will receive Purchaser Shares in exchange for their Company Shares. The rights of Company Shareholders and Purchaser Shareholders are governed by the articles of incorporation of the Company or Purchaser, respectively, as well as the BCBCA and other applicable laws of the Province of British Columbia. The Company Shareholders have Dissent Rights. See "*Part II —The Arrangement — Right to Dissent*" and Appendix J, "*Dissent Provisions of the Business Corporations Act (British Columbia)*".

Details of the Arrangement

General

On July 9, 2026, the Purchaser and the Company entered into the Arrangement Agreement pursuant to which, among other things, the Purchaser will acquire all of the outstanding Company Shares. The Arrangement will be effected pursuant to a court-approved Plan of Arrangement under the BCBCA. The Parties intend to rely upon the exemption from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption thereof with respect to the issuance of the Consideration Shares pursuant to the Arrangement.

If completed, the Arrangement will result in the Purchaser acquiring all of the issued and outstanding Company Shares on the Effective Date and the Company will become a wholly-owned subsidiary of the Purchaser. Pursuant to the Plan of Arrangement, at the Effective Time, Company Shareholders (excluding Dissenting Company Shareholders) will receive one (1) Purchaser Share for each Company Share held at the Effective Time.

For further information in respect of the Combined Company, see Appendix I to this Circular, "*Information Concerning the Combined Company Following Completion of the Arrangement*".

Arrangement Steps

If the Company Arrangement Resolution is approved at the Meeting, the Final Order approving the Arrangement is issued by the Court and the applicable conditions to completion of the Arrangement are satisfied or waived, the Arrangement will take effect as at the Effective Time.

The Arrangement involves a number of steps, which will be deemed to occur sequentially commencing at the Effective Time without any further authorization, act or formality of or by the Company, the Purchaser or any other person, except as expressly provided in the Plan of Arrangement. The following description of the steps of the Plan of Arrangement is qualified in its entirety by the full text of the Plan of Arrangement which is attached as Appendix E to this Circular.

In particular, at the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order:

(a) each Company Share held by a Dissenting Company Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all Liens, to the Purchaser, and the Company shall thereupon be obliged to pay the amount therefor determined and payable in accordance with the Plan of Arrangement, and: (i) the name of such holder shall be removed from the central securities register maintained by or on behalf of Company as a holder of Company Shares and the Purchaser shall be recorded as the registered holder of the Company Shares so transferred and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens; and (ii) such Dissenting Company Shareholders will cease to have any rights as Company Shareholders other than the right to be paid the fair value for their Company Shares by the Company;

(b) each Company Share outstanding immediately prior to the Effective Time (other than Company Shares held by Dissenting Company Shareholders) shall be transferred by the holders thereof to the Purchaser in exchange for the Consideration Shares and the name of such holder shall be removed from the central securities register maintained by or on behalf of Company as a holder of Company Shares and added to the central securities register maintained by or on behalf of the Purchaser as a holder of Purchaser Shares, and the Purchaser shall be recorded as the registered holder of the Company Shares so exchanged and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens.

The exchanges, transfers and cancellations provided for above will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date.

If completed, the Arrangement will result in the issuance, at the Effective Time, of one (1) Purchaser Share for each Company Share held by Former Company Shareholders (excluding Dissenting Company Shareholders) at the Effective Time. Following completion of the Arrangement, Former Company Shareholders (other than Dissenting Company Shareholders) are anticipated to own approximately 39.2% of the issued and outstanding Purchaser Shares on a non-diluted basis, in each case based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular.

The respective obligations of the Company and the Purchaser to complete the transactions contemplated by the Arrangement are subject to a number of conditions which must be satisfied or waived in order for the Arrangement to become effective. Upon all of the conditions being satisfied or waived, the Arrangement will become effective on the Effective Date.

For full particulars in respect of all of the events which will occur pursuant to the Plan of Arrangement, see the full text of the Plan of Arrangement which is attached as Appendix E to this Circular.

The Company Convertible Securities are not subject to the Arrangement. Following the Effective Time, the Company Convertible Securities will be exercisable, redeemable and convertible, as applicable, into Purchaser Shares pursuant to the underlying agreement, certificate, plan or other terms and conditions attached to such Company Convertible Securities. See "*Part II — The Arrangement — Effect of the Arrangement — Effect on Company Shares and Effect on Company Convertible Securities*".

Voting Agreements

Pursuant to the Arrangement Agreement, the Company agreed to deliver the Voting Agreements from certain Company Shareholders. On July 9, 2026, each of the directors and executive officers of the Company that are Company Securityholders (the "**Supporting Securityholders**") entered into a Voting Agreement with the Purchaser. As at the close of business on July 20, 2026, the Supporting Securityholders collectively owned, directly or indirectly, or exercised control or direction over, an aggregate of 200,000 Company Shares, 200,000 Company Warrants and 500,000 Company Options, representing approximately 0.94% and 2.52% of the outstanding Company Shares on a non-diluted basis and a fully-diluted basis, respectively.

The following summarizes the material provisions of the Voting Agreements. This summary may not contain all information about the Voting Agreements that is important to Company Shareholders. The rights and obligations of the parties thereto are governed by the express terms and conditions of the Voting Agreements, as applicable, and not by this summary or any other information contained in this Circular.

The Voting Agreements set forth, among other things, the agreement of the Company Securityholder to:

(a) at any meeting of securityholders of the Company called to vote upon the Arrangement or the transactions contemplated by the Arrangement Agreement, or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to the Arrangement or the transactions contemplated by the Arrangement is sought, cause their Company Shares (the "**Subject Shares**"), whether existing or acquired on the open market or underlying their Company Convertible Securities (collectively, the "**Subject Securities**") (which have a right to vote at the Meeting) to be counted as present for purposes of establishing quorum and vote their Subject Securities (which have a right to vote at the Meeting) in favour of the approval of the Arrangement and any other matter necessary for the consummation of the Arrangement;

(b) at any meeting of securityholders of the Company or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the holders of Company Shares, Company Options and/or Company Warrants of the Company is sought (including by written consent in lieu of a meeting), the Company Securityholder shall cause its Subject Securities (which have a right to vote at the Meeting) to be counted as present for purposes of establishing quorum and shall vote such Subject Securities against: (i) any Acquisition Proposal for the Company; (ii) any action, agreement, transaction or proposal that would reasonably be expected to result in a material breach of any representation, warranty, covenant, agreement or other obligation of the Company in the Arrangement Agreement; and (iii) any matter that could reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Arrangement or the fulfillment of the Purchaser's or the Company's conditions under the Arrangement Agreement or change in any manner the voting rights of any class of shares of the Company (including any amendments to the Company's articles or by-laws);

(c) not directly or indirectly, (i) make, solicit, assist, initiate, promote, facilitate or knowingly encourage the initiation of any inquiries or proposals regarding an Acquisition Proposal, (ii) participate, directly or indirectly, in any discussions or negotiations with any person (other than the Purchaser or any affiliates thereof) regarding, or furnish to any person any information or otherwise co-operate with, respond to, assist or participate in, an Acquisition Proposal, (iii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any Acquisition Proposal, or (iv) accept or enter into or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, understanding, undertaking or arrangement or other contract in respect of an Acquisition Proposal, or requiring it to abandon, terminate or fail to consummate the Arrangement, or providing for the payment of any break, termination or other fees or expenses to any person in relation to an Acquisition Proposal;

(d) not directly or indirectly, (i) sell, transfer, assign, gift-over, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Shares or Subject Securities (or any right or interest of any of its Subject Shares or Subject Securities, including any economic consequence of ownership) to any person other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deliver or cause to be delivered any VIFs, deposit any of its Subject Shares or Subject Securities into any voting trust or enter into any voting arrangement, agreement or understanding, whether by proxy, voting agreement, vote pooling agreement or otherwise, with respect to any of its Subject Shares or Subject Securities;

(e) if, after the date of the Voting Agreement, the Company Supporting Securityholder owns legally and/or beneficially, or exercises control or direction over, directly or indirectly, additional Company Shares, Company Options and/or Company Warrants, such securities shall be deemed to be subject to the terms hereof as Subject Securities; and

(f) no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares (and any other Subject Securities entitled to vote) that are registered in the name of the Supporting Securityholder, deliver or cause to be delivered, in accordance with the instructions set out in this Circular and with a copy to the Purchaser concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of

the Arrangement and each of the other transactions contemplated by the Arrangement Agreement (including the Company Arrangement Resolution) and (ii) with respect to any Subject Shares (and any other Subject Securities entitled to vote) that are beneficially owned by the Supporting Securityholder but not registered in the name of the Supporting Securityholder, deliver or cause to be delivered voting instructions to the intermediary through which the Supporting Securityholder holds its beneficial interest in the Supporting Securityholder's Subject Shares (and any other Subject Securities entitled to vote), with a copy to the Purchaser concurrently, instructing that the Supporting Securityholder's Subject Shares (and any other Subject Securities entitled to vote) be voted in favour of the approval of the Arrangement and each of the other transactions contemplated by the Arrangement Agreement (including the Company Arrangement Resolution).

Notwithstanding the above, the Purchaser has agreed and acknowledged that each of the directors and officers of the Company that have entered into Voting Agreements are bound to their respective Voting Agreements solely in their capacity as a shareholder of the Company, and that nothing in the Voting Agreements is intended to or will be interpreted to: (i) limit, restrict or affect any actions or omissions taken by the Supporting Securityholder or its principal, as applicable, in connection with the Supporting Securityholder's, or its principal's, capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement, and no such actions or omissions shall be deemed a breach of this Agreement; or (ii) be construed to prohibit, limit or restrict the Supporting Securityholder, or its principal, from fulfilling its fiduciary duties as a director or officer of the Company.

The Voting Agreements shall terminate upon the earliest to occur of:

(a) the written agreement between the Purchaser and the Company Securityholder;

(b) the Effective Time; and

(c) the termination of the Arrangement Agreement in accordance with its terms.

The foregoing is a summary of the material terms and conditions of the Voting Agreement. This summary is qualified in its entirety by reference to the Voting Agreement, a form of which is incorporated by reference herein and has been filed by the Company on its SEDAR+ profile and is available at www.sedarplus.ca.

The Arrangement Agreement

The following summarizes the material provisions of the Arrangement Agreement. This summary may not contain all of the information about the Arrangement Agreement that is important to all Company Shareholders. The rights and obligations of the Parties are governed by the express terms and conditions of the Arrangement Agreement and not by this summary or any other information contained in this Circular. This summary is qualified in its entirety by reference to the Arrangement Agreement, which is incorporated by reference herein and has been filed by the Company on its SEDAR+ profile and is available at www.sedarplus.ca. Capitalized terms not expressly defined herein have the meanings ascribed thereto in the Arrangement Agreement.

In reviewing the Arrangement Agreement and this summary, please be aware that this summary has been included to provide Company Shareholders with information regarding the terms of the Arrangement Agreement and is not intended to provide any other factual information about the Company, the Purchaser or any of their affiliates. The Arrangement Agreement contains representations and warranties and covenants by each of the Parties to the Arrangement Agreement, which are summarized below. These representations and warranties have been made solely for the benefit of the other Parties to the Arrangement Agreement and:

- were not intended as statements of fact, but rather as a way of allocating the risk to one of the Parties if those statements prove to be inaccurate;
- have been qualified by certain confidential disclosures that were made to the other Party in connection with the negotiation of the Arrangement Agreement, which disclosures are not reflected in the Arrangement Agreement; and
- may apply standards of materiality in a way that is different from what may be viewed as material by Company Shareholders or other investors or are qualified by reference to a Material Adverse Effect, or in the case of the Company, by the Company Disclosure Letter.

Moreover, information concerning the subject matter of the representations and warranties in the Arrangement Agreement and described below may have changed since July 9, 2026 and subsequent developments or new

information may have been included in this Circular. Accordingly, the representations and warranties and other provisions of the Arrangement Agreement should not be read alone, but instead should be read together with the information provided elsewhere in this Circular and in the documents incorporated by reference into this Circular.

Representations and Warranties

The Arrangement Agreement contains representations and warranties made by the Company to the Purchaser which relate to, among other things: board approval; the E&E Fairness Opinion; organization and qualification; authority; no violation; capitalization; reporting status and Canadian Securities Laws matters; public filings; Company Annual Financial Statements; internal controls and financial reporting; corrupt practices legislation; books and records; minute books; no undisclosed liabilities; no material change; litigation; Taxes; property; title and right re: other assets; Contracts; Permits; intellectual property; environmental matters; mineral properties; regulatory; employee benefits; labour and employment; compliance with Laws; absence of cease trade orders; related party transactions; registration rights; rights of other persons; restrictions on business activities; brokers; insurance; U.S. Securities Laws; arrangements with shareholders; no collateral benefit; bankruptcy and insolvency; and, the *Investment Canada Act*.

The Arrangement Agreement also contains certain representations and warranties made by the Purchaser to the Company which relate to, among other things: board approval; organization and qualification; authority; no violation; capitalization; reporting status and Canadian Securities Laws matters; public filings; financial statements; internal controls and financial reporting; corrupt practices legislation; books and records; minute books; no undisclosed liabilities; no material change; litigation; Taxes; property; title and right re: other assets; Contracts; Permits; intellectual property; environmental matters; mineral properties; regulatory; employee benefits; issuance of Purchaser Shares; labour and employment; compliance with Laws; absence of cease trade orders; related party transactions; registration rights; rights of other persons; restrictions on business activities; brokers; insurance; U.S. Securities Laws; arrangements with shareholders; bankruptcy and insolvency; and, its status under the *Investment Canada Act*.

Covenants

The Purchaser and the Company have agreed to certain covenants that will be in force between the date of the Arrangement Agreement and the Effective Time. Set forth below is a brief summary of certain of those covenants.

Efforts to Obtain Company Shareholder Approval

The Arrangement Agreement requires the Company to hold the Meeting as soon as practicable after the Interim Order is issued and, in any event, subject to the terms of the Arrangement Agreement, not later than August 28, 2026.

In general, the Company is not permitted to adjourn the Meeting except as required by Law. However, if the Company provides the Purchaser with notice of a Superior Proposal (as further discussed under "Non-Solicitation Covenants" below) less than 10 Business Days prior to the Meeting, the Company may, and upon the request of the Purchaser, the Company will, adjourn or postpone the

Meeting to a date that is not more than 10 days after the scheduled date of the Meeting, provided, however, that the Meeting will not be adjourned or postponed to a date later than the tenth Business Day prior to the Outside Date.

Conduct of Business

The Company has covenanted and agreed that, during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms, except as required or permitted by the Arrangement Agreement, applicable Laws or any Governmental Entities or as consented to by the Purchaser in writing:

(a) The Company shall not, directly or indirectly, without the prior written consent of the Purchaser:

(i) amend its articles, charter or by-laws or other comparable organization documents;

(ii) split, combine or reclassify any shares in the capital of the Company or declare, set aside or pay any dividend or other distribution or payment (whether in cash, securities or property or any combination thereof) in respect of the Company Shares owned by any person or any dividends payable to the Company;

(iii) issue, grant, deliver, sell or pledge, or agree to issue, grant, deliver, sell or pledge, any Company Convertible Securities, Company Shares or any rights convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares or other

securities of the Company, other than: (A) the issuance of the Company Shares pursuant to the terms of the outstanding the Company Convertible Securities; and (B) as required under applicable Law or existing Material Contracts;

(iv) redeem, purchase or otherwise acquire, or offer to redeem, purchase or otherwise acquire, any outstanding securities of the Company;

(v) amend the terms of any of its securities;

(vi) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of the Company;

(vii) amend its accounting policies or adopt new accounting policies, in each case except as required in accordance with IFRS; or

(viii) enter into any agreement with respect to the foregoing;

(b) Except in the Ordinary Course:

(i) sell, pledge, hypothecate, lease, license, sell and lease back, mortgage, dispose of or encumber or otherwise transfer, any assets, securities, properties, interests or businesses of the Company for an amount greater than $0.2M, in the aggregate;

(ii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets or otherwise), directly or indirectly, any assets, securities, properties, interests, businesses, corporation, partnership or other business organization or division thereof, or make any investment either by the purchase of securities, contribution of capital, property transfer, or purchase of any other property or assets of any other person, for an amount greater than $0.2M, in the aggregate;

(iii) incur, create, assume or otherwise become liable for, any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person;

(iv) pay, discharge or satisfy any material liabilities or obligations;

(v) waive, release, grant or transfer any rights of material value;

(vi) enter into new commitments of a capital expenditure nature in excess of $0.2M, in the aggregate, except in accordance with current approved budgets that have been disclosed to the Purchaser; or

(vii) authorize or propose any of the foregoing, or enter into any agreement to do any of the foregoing;

(c) Except as required or permitted by the Arrangement Agreement:

(i) grant to any officer, employee or director of the Company an increase in compensation in any form, or grant any general salary increase;

(ii) make any loan to any officer, employee, or director of the Company;

(iii) take any action with respect to the grant of any severance, change of control, bonus or termination pay to, or enter into any employment agreement, deferred compensation or other similar agreement (or amend any such existing agreement) with any officer, employee or director of the Company, other than the declaration and payment of cash bonuses in the Ordinary Course;

(iv) increase any benefits payable under any existing severance or termination pay policies or employment agreements, or adopt or materially amend or make any contribution to any bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation or other similar plan, agreement, trust, fund or

arrangement for the benefit of directors, officers or employees or former directors, officers, employees of the Company;

(v) increase bonus levels or other benefits payable to any director, officer or employee of the Company;

(vi) establish, adopt or amend (except as required by applicable Law) any collective bargaining agreement or similar agreement; or

(vii) except as contemplated by the Arrangement Agreement, provide for accelerated vesting, removal of restrictions on exercise of any stock based or stock related awards (including stock options, stock appreciation rights, deferred share units, performance units and restricted share awards) upon a change of control occurring on or prior to the Effective Time;

(d) The Company will not settle, pay, discharge, satisfy, compromise, waive, assign or release, in an amount greater than $0.2M:

(i) any material action, claim or Proceeding brought against the Company; or

(ii) any action, claim or Proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by the Arrangement Agreement or the Plan of Arrangement;

(e) The Company will not, except in the Ordinary Course in certain cases:

(i) enter into any agreement or arrangement that limits or otherwise restricts in any material respect the Company or any successor thereto, or that would, after the Effective Time, limit or restrict in any material respect the Company from competing in any manner;

(ii) waive, release or assign any material rights, claims or benefits of the Company;

(iii) enter into any agreement that if entered into prior to the date hereof would be a Material Contract;

(iv) modify, amend in any material respect, transfer or terminate any Material Contract, or waive, release or assign any material rights or claims thereto or thereunder;

(v) change any method of accounting or Tax accounting, make or change any Tax election, file any materially amended Return, settle or compromise any Tax liability in excess of $0.2M, agree to an extension or waiver of the limitation period with respect to the assessment, reassessment or determination of Taxes, enter into any closing agreement with respect to any Tax or surrender any right to claim a material Tax refund;

(vi) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entity to institute Proceedings for the suspension, revocation or limitation of rights under, any material Permits or any approvals of or from any Governmental Entity necessary to conduct its businesses as now conducted or as proposed to be conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities for approvals;

(vii) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of the Company to consummate the Arrangement or the other transactions contemplated by the Arrangement Agreement; or

(viii) agree, resolve or commit to do any of the foregoing;

(f) The Company will use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by the Company, including directors' and officers' insurance, not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and

providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect; provided that, subject to the Arrangement Agreement, the Company shall not obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months;

(g) The Company will keep the Purchaser fully informed as to all material decisions or actions required to be made with respect to the operations of the business of the Company; provided, however, that the failure to do so shall not constitute a breach of the Arrangement Agreement that, in and of itself, may lead to termination of the Arrangement Agreement; and

(h) The Company shall promptly notify the Purchaser in writing of any circumstance or development that, to the knowledge of the Company, is or could reasonably be expected to constitute a Material Adverse Effect.

The Purchaser has covenanted and agreed that, during the period from the date of the Arrangement Agreement until the earlier of the Effective Date and the time that the Arrangement Agreement is terminated in accordance with its terms, except with the Company's consent in writing, which consent will not be unreasonably withheld, conditioned or delayed, as expressly permitted or specifically contemplated by the Arrangement Agreement, or as is otherwise required by applicable Law or any Governmental Entity:

(a) The Purchaser shall not, directly or indirectly, without the prior written consent of the Company:

(i) amend its articles, charter or by-laws or other comparable organization documents;

(ii) split, combine or reclassify any shares in the capital of the Purchaser or declare, set aside or pay any dividend or other distribution or payment (whether in cash, securities or property or any combination thereof) in respect of the Purchaser Shares owned by any person or dividends payable to the Company;

(iii) amend the terms of any of its securities;

(iv) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of the Purchaser; or

(v) enter into any agreement with respect to the foregoing;

(b) The Purchaser shall not, except in the Ordinary Course in certain cases:

(i) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of the Company to consummate the Arrangement or the other transactions contemplated by the Arrangement Agreement; or

(ii) agree, resolve or commit to do any of the foregoing;

(c) The Purchaser will keep the Company fully informed as to all material decisions or actions required to be made with respect to the operations of the business of the Purchaser; provided, however, that the failure to do so shall not constitute a breach of the Arrangement Agreement that, in and of itself, may lead to termination of the Arrangement Agreement; and

(d) The Purchaser shall promptly notify the Company in writing of any circumstance or development that, to the knowledge of the Purchaser, is or could reasonably be expected to constitute a Material Adverse Effect.

Covenants Regarding the Arrangement

The Company has undertaken to perform all obligations required to be performed by the Company under the Arrangement Agreement, cooperate with the Purchaser in connection therewith, and use commercially reasonable efforts to do such other acts and things as may be necessary or desirable in order to complete the Arrangement and the other transactions contemplated thereby, including to:

(a) apply for and use its commercially reasonable efforts to obtain all Key Regulatory Approvals relating to the Company and the Company shall file as soon as reasonably practicable with all applicable Governmental Entities all notices, applications, submissions or other documents or

information required and, without limiting the foregoing, the Company shall use its commercially reasonable efforts to satisfy, as soon as reasonably possible, any requests for information and documentation received from any Governmental Entity in connection with such approval; and, in doing so, keep the Purchaser reasonably informed as to the status of the Proceedings related to obtaining such approvals, including providing the Purchaser with copies of all related applications and notifications, in draft form (except where such material is confidential in which case it will be provided (subject to applicable Laws) to the Purchaser's outside counsel on an "external counsel" basis), in order for the Purchaser to provide its comments thereon, which shall be given due and reasonable consideration;

(b) use its commercially reasonable efforts to obtain all third-party consents, approvals and notices required under, and shall obtain all amendments reasonably requested by the Purchaser in respect of, any Material Contracts and all Key Third Party Consents, all as set out in the Company Disclosure Letter;

(c) defend all lawsuits or other legal, regulatory or other Proceedings against the Company challenging or affecting the Arrangement Agreement or the consummation of the transactions contemplated thereby;

(d) except as permitted by the Arrangement Agreement, not take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of the Company to consummate the Arrangement or the other transactions contemplated thereby; and

(e) until the earlier of the Effective Time and termination of the Arrangement Agreement, the Company shall, subject to applicable Law, make available and cause to be made available to the Purchaser, and the agents and advisors thereto, information reasonably requested by the Purchaser for the purposes of preparing, considering and implementing integration and strategic plans for the combined businesses of the Combined Company following the Effective Date and confirming the representations and warranties of the Company set out in this Agreement.

The Purchaser has undertaken to perform all obligations required to be performed by it under the Arrangement Agreement, cooperate with the Company in connection therewith, and use commercially reasonable efforts to do such other acts and things as may be necessary or desirable in order to complete the Arrangement and other transactions contemplated thereby, including to:

(a) apply for and use its commercially reasonable efforts to obtain all Key Regulatory Approvals relating to the Purchaser and the Purchaser shall file as soon as reasonably practicable with all applicable Governmental Entities all notices, applications, submissions or other documents or information required and, without limiting the foregoing, the Purchaser shall use its commercially reasonable efforts to satisfy, as soon as reasonably possible, any requests for information and documentation received from any Governmental Entity in connection with such approval; and, in doing so, keep the Company reasonably informed as to the status of the Proceedings related to obtaining such approvals, including providing the Company with copies of all related applications and notifications, in draft form (except where such material is confidential in which case it will be provided (subject to applicable Laws) to the Company's outside counsel on an "external counsel" basis), in order for the Company to provide its comments thereon, which shall be given due and reasonable consideration;

(b) subject to the terms and conditions of the Arrangement Agreement and of the Plan of Arrangement and applicable Laws, issue to the Company Shareholders the Consideration Shares to be issued pursuant to the Arrangement following the Effective Time;

(c) do all things necessary to: (i) allot, set aside and reserve for issuance such number of Purchaser Shares as may be issuable following the Effective Time on any exercise, redemption or conversion of the Company Convertible Securities in accordance with their terms; and (ii) perform the obligations of the Purchaser required prior to the Effective Time pursuant to the Company Convertible Securities upon the adjustment of the Company Convertible Securities to become exercisable, redeemable or otherwise convertible for Purchaser Shares following the Effective Time

pursuant to the underlying agreement, certificate, plan or other terms and conditions attaching thereto;

(d) use its commercially reasonable efforts to obtain as soon as practicable following execution of the Arrangement Agreement all third-party consents, approvals and notices required under, and shall obtain all amendments reasonably requested by the Company in respect of, any Material Contracts and all Key Third Party Consents, all as set out in the Purchaser Disclosure Letter;

(e) defend all lawsuits or other legal, regulatory or other Proceedings against the Purchaser challenging or affecting the Arrangement Agreement or the consummation of the transactions contemplated thereby;

(f) except as permitted by the Arrangement Agreement, not take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of the Purchaser to consummate the Arrangement or the other transactions contemplated by the Arrangement Agreement.

Mutual Covenants

Each of the Company and the Purchaser has covenanted and agreed that, subject to the terms and conditions of the Arrangement Agreement, during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms:

(a) it will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations under the Arrangement Agreement to the extent the same is within its control and to take, or cause to be taken, as promptly as practicable, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the Plan of Arrangement, including using its commercially reasonable efforts to: (i) obtain all Key Regulatory Approvals required to be obtained by it; (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the Plan of Arrangement; (iii) oppose, lift or rescind any injunction or restraining order against it or other order or action against it seeking to stop, or otherwise adversely affecting its ability to make and complete, the Plan of Arrangement; (iv) co-operate with the other Party in connection with the performance by it of its obligations hereunder, including giving the other Party a reasonable opportunity to review and comment on any filing or submission being made to a Governmental Entity in connection with the Key Regulatory Approvals, which comments the receiving Party shall give due consideration to, and providing the other Party with a final copy of any filing or submission made to a Governmental Entity (where a Party regards any information in a filing or submission to be both confidential and competitively sensitive, the supplying Party may restrict the supply of such information to the receiving Party's external legal counsel only and such receiving Party shall not request or receive such information from its external legal counsel without the supplying Party's written consent); (v) provide the other Party with any communications received from a Governmental Entity in connection with obtaining the Key Regulatory Approvals; (vi) neither Party shall attend any meeting with a Governmental Entity in connection with obtaining the Key Regulatory Approvals, whether such meeting will be by teleconference or in person, without affording the other Party a reasonable opportunity to attend such meeting (provided that the Governmental Entity does not object to the attendance of both Parties at any such meeting); in addition, subject to the terms and conditions of the Arrangement Agreement, none of the Parties shall knowingly take or cause to be taken any action which would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby; and (vii) the Parties shall exchange such information that a Party reasonably requests for the purposes of determining whether any filing or notices to a Governmental Entity under any competition or anti-trust Laws outside of Canada must be submitted in connection with the transactions contemplated by the Arrangement Agreement;

(b) it shall not take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to significantly impede the making or completion of the Plan of Arrangement except as permitted by the Arrangement Agreement; and

(c) it shall use its commercially reasonable efforts to ensure that the Section 3(a)(10) Exemption is available for the issuance of Consideration Shares to the Company Shareholders pursuant to the Plan of Arrangement,

provided, however, that the mutual covenants shall not require the Purchaser to take any steps or actions that would, in its sole discretion, as applicable, affect the Purchaser's right to own, use or exploit its business, operations or assets or those of the Company including, for greater certainty, divesting or agreeing to divest of any assets of the Purchaser or the Company, terminating any existing relationships, contractual rights or obligations of the Purchaser or the Company or effecting any change or restructuring of the Purchaser or the Company in order to obtain the Key Regulatory Approvals prior to the Outside Date.

Resignations and Appointments

The Company has agreed to use commercially reasonable efforts to cause, prior to the Effective Time, certain directors and officers of the Company to provide resignations and mutual releases, in form and substance satisfactory to the Purchaser, acting reasonably, effective as at the Effective Time and the Company has agreed that it will enter into such mutual releases, as applicable.

The Purchaser will use commercially reasonable efforts to cause, effective as at the Effective Time, Mr. Jones, interim CEO and a director of the Company, to be appointed as a member of the Purchaser Board.

Pre-Acquisition Reorganization

The Company has agreed that, upon reasonable request of the Purchaser, the Company will use its commercially reasonable efforts to perform such reorganizations of its corporate structure, capital structure, business, operations and assets or such other transactions as the Purchaser may request, acting reasonably (each a "**Pre-Acquisition Reorganization**") provided, however, that the Pre-Acquisition Reorganization shall not:

(a) impede, delay or prevent completion of the Arrangement;

(b) in the opinion of the Company, acting reasonably, prejudice Company Securityholders;

(c) unreasonably interfere in any material operations of the Company prior to the Effective Time;

(d) require the Company to acquire the consent of any third parties, including under any applicable Contracts of the Company;

(e) require the Company to contravene any Laws, its organizational documents or any Contracts of the Company;

(f) result in any Taxes being imposed on, or any adverse Tax or other adverse consequences to, any (i) Company Shareholders or other securityholders of the Company or (ii) Purchaser Shareholders or other securityholders of Purchaser, as applicable, incrementally greater (unless de minimis) than the Taxes or other adverse consequences to such party in connection with the consummation of the Arrangement in the absence of any Pre-Acquisition Reorganization; or

(g) be effective prior to the Meeting.

In the event the Purchaser requests a Pre-Acquisition Reorganization, the Purchaser has agreed that it must provide written notice to the Company of any proposed Pre-Acquisition Reorganization at least 20 Business Days prior to the Effective Date. Upon receipt of such notice, the Parties shall work cooperatively and use commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization, including any amendment to the Arrangement Agreement or the Plan of Arrangement, and shall seek to have any such Pre-Acquisition Reorganization made effective prior to the Effective Date. The Purchaser has agreed to waive any breach of a representation, warranty or covenant of the Arrangement Agreement by the Company where such breach is a direct result of an action taken by the Company in good faith pursuant to a request by the Purchaser for a Pre-Acquisition Reorganization. The Company has agreed to use commercially reasonable efforts to obtain all necessary consents, approvals or waivers from any persons required to effect each Pre-Acquisition Reorganization, and the Company will cooperate with the Purchaser in structuring, planning and implementing any such Pre-Acquisition Reorganization.

The Purchaser has agreed that it will be responsible for all costs and expenses (including any professional fees, disbursements and expenses) associated with any Pre-Acquisition Reorganization to be carried out at its request and

shall indemnify and save harmless the Company and its affiliates (and their officers, directors and employees (to the extent that such employees are assessed with statutory liability therefor)) for all direct and indirect costs or losses, including any adverse Tax consequences, out-of-pocket costs and expenses, including out-of-pocket legal fees and disbursements, incurred in connection with any Pre-Acquisition Reorganization.

Stock Exchange Matters

Subject to Laws, the Purchaser and the Company have agreed to use their commercially reasonable efforts to cause the Company Shares to be de-listed from the TSXV with effect promptly following the acquisition by the Purchaser of the Company Shares pursuant to the Arrangement.

Conditions Precedent

Mutual Conditions

The obligations of the Parties to complete the Arrangement are subject to the fulfillment, on or before the Effective Time, of each of the following conditions precedent, each of which may only be waived with the mutual consent of the Parties:

(a) the Interim Order and the Final Order shall each have been obtained on terms consistent with the Arrangement Agreement, and shall not have been set aside or modified in a manner unacceptable to the Company or the Purchaser, acting reasonably, on appeal or otherwise;

(b) the Court shall have determined that the terms and conditions of the issuance of the Consideration Shares to Company Shareholders pursuant to the Plan of Arrangement are procedurally and substantively fair to Company Shareholders and the Final Order shall have been granted in a form satisfactory to the Company and the Purchaser, each acting reasonably;

(c) the Company Shareholder Approval shall have been obtained at the Meeting in accordance with the Interim Order;

(d) there shall not exist any prohibition at Law, including a cease trade order, injunction or other prohibition or order at Law or under applicable legislation, against the Purchaser or the Company which shall prevent the consummation of the Arrangement;

(e) the Key Regulatory Approvals and Key Third Party Consents shall have been obtained and shall remain in effect;

(f) the Arrangement Agreement shall not have been terminated in accordance with its terms; and

(g) the distribution of the securities pursuant to the Arrangement shall be exempt from the prospectus requirements of applicable Canadian Securities Laws either by virtue of exemptive relief from the Canadian Securities Regulator of each of the provinces and territories of Canada or by virtue of applicable exemptions under Canadian Securities Laws and the Consideration Shares shall have been approved for listing on the CSE, subject to customary conditions.

Conditions to the Obligations of the Company

The obligations of the Company to complete the Arrangement, shall also be subject to the fulfillment of each of the following conditions precedent (each of which is for the exclusive benefit of the Company and may only be waived by the Company):

(a) all covenants of the Purchaser under the Arrangement Agreement to be performed on or before the Effective Time which have not been waived by the Company shall have been duly performed by the Purchaser in all material respects, and the Company shall have received a certificate of the Purchaser, addressed to the Company and dated as of the Effective Time, signed on behalf of the Purchaser by two executive officers of the Purchaser (on the Purchaser's behalf and without personal liability), confirming the same as of the Effective Date;

(b) all representations and warranties of the Purchaser set forth in the Arrangement Agreement that are qualified by the expression "Material Adverse Effect" shall be true and correct in all respects, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), and all other representations and warranties made by the Purchaser in the Arrangement Agreement that are not

so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties made as of a specified date the accuracy of which shall be determined as of that specified date); and the Company shall have received a certificate of the Purchaser, addressed to the Company and dated as of the Effective Time, signed on behalf of the Purchaser by two executive officers of the Purchaser (on the Purchaser's behalf and without personal liability), confirming the same as at the Effective Date;

(c) since the date of the Arrangement Agreement, there shall not have occurred any event, occurrence, development or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on the Purchaser; and

(d) the Purchaser shall have complied with its obligations under Section 2.7 of the Arrangement Agreement and the Depositary shall have confirmed receipt of the Consideration Shares contemplated thereby.

Conditions to the Obligations of the Purchaser

The obligations of the Purchaser to complete the Arrangement shall also be subject to the fulfillment of each of the following conditions precedent (each of which is for the exclusive benefit of the Purchaser and may only be waived by Purchaser):

(a) all covenants of the Company under the Arrangement Agreement to be performed on or before the Effective Time which have not been waived by the Purchaser shall have been duly performed by the Company in all material respects, and the Purchaser shall have received a certificate of the Company addressed to the Purchaser and dated as of the Effective Time, signed by two executive officers on behalf of the Company (on the Company's behalf and without personal liability), confirming the same as at the Effective Date;

(b) all representations and warranties of the Company set forth in the Arrangement Agreement that are qualified by the expression "Material Adverse Effect" shall be true and correct in all respects, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), and all other representations and warranties made by the Company in the Arrangement Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties made as of a specified date the accuracy of which shall be determined as of that specified date); and the Purchaser shall have received a certificate of the Company addressed to the Purchaser and dated as of the Effective Time, signed on behalf of the Company by two executive officers of the Company (on the Company's behalf and without personal liability), confirming the same as at the Effective Date;

(c) since the date of the Arrangement Agreement, there shall not have occurred any event, occurrence, development or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on the Company;

(d) the resignations and mutual releases contemplated by Section 5.6 of the Arrangement Agreement shall have been executed and delivered; and

(e) the aggregate number of Company Shares in respect of which Dissent Rights have been validly exercised shall not exceed 5% of the number of issued and outstanding Company Shares and the Company shall have provided to the Purchaser a certificate of two executive officers of the Company certifying the foregoing and dated the Effective Date.

Other Covenants and Agreements

The Arrangement Agreement contains certain other covenants and agreements, including covenants relating to giving prompt notice to the other Party of the occurrence, or failure to occur, at any time from the date of the Arrangement Agreement to the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to:

(a) cause any of the representations or warranties of any Party contained therein to be untrue or inaccurate in any material respect from the date of the Arrangement Agreement or at the Effective Time; or

(b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party prior to the Effective Time.

The Parties have agreed that each may not exercise their respective right to terminate the Arrangement Agreement unless the Party intending to rely on such termination rights has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment of the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate the Arrangement Agreement until the expiration of a period of ten Business Days from such notice, and then only if such matter has not been cured by such date. If such notice has been delivered prior to the making of the application for the Final Order, such application and such filing shall be postponed until the expiry of such period.

Non-Solicitation Covenants

Except as otherwise expressly provided in the Arrangement Agreement or to the extent that the Purchaser, in its sole and absolute discretion, has otherwise consented in writing, until the earlier of the Effective Time or the date, if any, on which the Arrangement Agreement is terminated, the Company has undertaken to not and to cause its Representatives to not, directly or indirectly through any other person:

(a) make, solicit, assist, initiate, promote, facilitate or knowingly encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals regarding an Acquisition Proposal;

(b) participate, directly or indirectly, in any discussions or negotiations with any person (other than the other Party or any of its affiliates) regarding, or furnish to any person any information or otherwise co-operate with, respond to, assist or participate in, an Acquisition Proposal; provided, however, a Party may communicate with any person making an Acquisition Proposal for the purpose of advising such person that the Acquisition Proposal could not reasonably be expected to result in a Superior Proposal;

(c) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any Acquisition Proposal;

(d) accept or enter into or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, understanding, undertaking or arrangement or other Contract in respect of an Acquisition Proposal, or requiring it to abandon, terminate or fail to consummate the Arrangement, or providing for the payment of any break, termination or other fees or expenses to any person in relation to an Acquisition Proposal; or

(e) make any public announcement or take any other action inconsistent with the recommendation of the Purchaser Board to approve the Arrangement, in the case of Purchaser, or the Company Board, in the case of the Company.

Each Party has agreed to, and to cause its Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons conducted heretofore by it or any Representatives with respect to any Acquisition Proposal, and, in connection therewith, such Party will discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) and shall as soon as possible request, to the extent that it is entitled to do so (and exercise all rights it has to require) the return or destruction of all confidential information regarding such Party previously provided to any such person or any other person and will request (and exercise all rights it has to require) the destruction of all material including or incorporating or otherwise reflecting any material confidential information regarding such Party. Each Party has agreed that it shall not terminate, waive, amend or modify any provision of any existing confidentiality agreement relating to an Acquisition Proposal or any standstill agreement to which it is a party (it being acknowledged and agreed that the automatic termination of any standstill provisions of any such agreement as the result of the entering into and announcement of the Arrangement Agreement, pursuant to the express terms of any such agreement, shall not be a violation of the Arrangement Agreement) and each Party undertakes to enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants that it has entered into.

If at any time following the date of the Arrangement Agreement and prior to obtaining the Company Shareholder Approval, a Party receives a bona fide, written Acquisition Proposal that did not result from a breach of the

Arrangement Agreement and that the board of directors of such Party determines in good faith, after consultation with its financial advisors and outside counsel, constitutes or, if consummated in accordance with its terms (disregarding, for the purposes of any such determination, any term of such Acquisition Proposal that provides for a due diligence investigation), could reasonably be expected to lead to a Superior Proposal, then such Party may, in response to a request made by the party making such Acquisition Proposal provided it is in compliance with the Arrangement Agreement:

(a) furnish information with respect to such Party to the person making such Acquisition Proposal;

(b) enter into, participate, facilitate and maintain discussions or negotiations with, and otherwise cooperate with or assist, the person making such Acquisition Proposal; and/or

(c) waive any standstill provision or agreement that would otherwise prohibit such person from making such Acquisition Proposal;

provided that such Party shall not, and shall not allow its Representatives to, disclose any non-public information to such person: (i) if such non-public information has not been previously provided to, or is not concurrently provided to the other Party hereto; and (ii) without entering into an agreement with such person, substantially in the form of the Confidentiality Agreement, containing terms that are no less favourable to such person than those found in the Confidentiality Agreement; provided, however, that any such agreement shall not preclude such person from making a Superior Proposal.

Each Party has agreed that it shall promptly notify the other Party, at first orally and then in writing within 24 hours of receipt of the Acquisition Proposal, of the material terms and conditions thereof, and the identity of the person or persons making the Acquisition Proposal, and shall provide the other Party with a copy of any such proposal, inquiry, offer or request, a copy of any agreement entered into and a copy of any other agreements which relate to the Acquisition Proposal to which it has access, or any amendment to any of the foregoing. The Party receiving the Acquisition Proposal shall thereafter also provide such other details of such proposal, inquiry, offer or request, or any amendment to any of the foregoing, as the other Party may reasonably request and shall keep the other Party fully informed as to the status, including any changes to the material terms, of such proposal, inquiry, offer or request, or any amendment to any of the foregoing, and shall respond promptly to all inquiries from the other Party with respect thereto.

Each Party agrees that if at any time following the date of the Arrangement Agreement and prior to obtaining the Company Shareholder Approval, either Party receives an Acquisition Proposal that did not result from a breach of the Arrangement Agreement and which the respective board of directors concludes in good faith constitutes a Superior Proposal, it may, subject to compliance with the procedures set forth in the Arrangement Agreement, terminate the Arrangement Agreement to enter into a definitive agreement with respect to such Superior Proposal.

Each Party agrees that nothing contained in the Arrangement Agreement prohibits either Party from taking any action or from making any disclosure to any of its securityholders prior to the Effective Time if, in the good faith judgment of such Party, after consultation with outside legal counsel, failure to take such action or make such disclosure would be inconsistent with such board of directors' exercise of its fiduciary duties or such action or disclosure is otherwise required under applicable Law (including by responding to an Acquisition Proposal under a directors' circular or otherwise as required under Canadian Securities Laws). Each Party agrees that it will ensure that its officers, directors and employees and any financial advisors or other advisors or representatives retained by it are aware of the provisions of Section 7.2 of the Arrangement Agreement, and that it shall be responsible for any breach of such section by such officers, directors, employees and any financial advisors or other advisors or representatives.

Right to Match

Each Party agrees that it will not accept, approve, endorse or recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal (other than, for clarity, a confidentiality and standstill agreement permitted by the Arrangement Agreement) unless:

(a) the Party receiving such proposal (the "**Receiving Party**") has complied with its obligations under the Arrangement Agreement and has provided the other Party (the "**Responding Party**") with a copy of the Superior Proposal and all related documentation; and

(b) a period (the "**Response Period**") of four Business Days has elapsed from the date that is the later of: (i) the date on which the Responding Party receives written notice from the Receiving Party that

it has determined, subject only to compliance with the Arrangement Agreement, to accept, approve, endorse, recommend or enter into a binding agreement to proceed with such Superior Proposal; and (ii) the date the Responding Party receives a copy of the Superior Proposal and all related documents.

Each Party agrees that during the Response Period, the Responding Party will have the right, but not the obligation, to offer to amend the Arrangement Agreement and the Plan of Arrangement, including modification of the Consideration. The Receiving Party shall review any such offer by the Responding Party to amend the Arrangement Agreement and the Plan of Arrangement to determine whether the Acquisition Proposal to which the Responding Party is responding would continue to be a Superior Proposal when assessed against the Arrangement as it is proposed in writing by the Responding Party to be amended. If the Receiving Party determines that the Acquisition Proposal no longer constitutes a Superior Proposal, when assessed against the Arrangement Agreement and the Plan of Arrangement as they are proposed to be amended by the Responding Party, the Receiving Party will cause it to enter into an amendment to the Arrangement Agreement with the Responding Party incorporating the amendments to the Arrangement Agreement and Plan of Arrangement as set out in the written offer to amend, and will promptly reaffirm its recommendation of the Arrangement by the prompt issuance of a press release to that effect. If the Receiving Party determines that the Acquisition Proposal continues to be a Superior Proposal, it may recommend that holders of its securities accept such Superior Proposal provided that before doing so it terminates the Arrangement Agreement and pays the Termination Fee, as applicable, in order to accept or enter into an agreement, understanding or arrangement to proceed with the Superior Proposal.

Each Party agrees that each successive amendment to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the holders of the Receiving Party's securities shall constitute a new Acquisition Proposal and the Responding Party shall be afforded a new Response Period and the rights afforded in respect of each such Acquisition Proposal. Where at any time within 10 days before the Meeting, the Receiving Party has provided the Responding Party with notice, an Acquisition Proposal has been publicly disclosed or announced, and the Response Period has not elapsed, then, subject to applicable Laws, at the Purchaser's request, the Company will postpone or adjourn the Meeting, to a date acceptable to the Purchaser, acting reasonably, which shall not be later than ten days after the scheduled date of the Meeting, and shall, in the event that the Parties amend the terms of the Arrangement Agreement, ensure that the details of such amended agreement are communicated to the Company Shareholders prior to the postponed meeting or resumption of the adjourned meeting, as the case may be.

Termination

The Arrangement Agreement may be terminated and the Arrangement may be abandoned at any time prior to the Effective Time in certain circumstances, including:

(a) by mutual written consent of the Purchaser and the Company;

(b) by either the Purchaser or the Company, if

(i) the Effective Time shall not have occurred on or before the Outside Date, except that the right to terminate the Arrangement Agreement shall not be available to any Party whose failure to fulfill any of its obligations or whose breach of any of its representations and warranties under this Agreement has been the cause of, or directly resulted in, the failure of the Effective Time to occur by such Outside Date;

(ii) after the date of the Arrangement Agreement, there shall be enacted or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins the Company or the Purchaser from consummating the Arrangement and such applicable Law (if applicable) or enjoinment shall have become final and non-appealable; or

(iii) the Company Arrangement Resolution shall have failed to obtain the Company Shareholder Approval at the Meeting (including any adjournment or postponement thereof) in accordance with the Interim Order;

(c) by the Purchaser, if

(i) the Purchaser enters into a legally binding agreement with respect to a Superior Proposal, provided that concurrently with such termination, the Purchaser pays the Termination Fee;

(ii) any condition set forth in Section 6.1 or Section 6.2 of the Arrangement Agreement is not satisfied, and such condition is incapable of being satisfied by the Outside Date;

(iii) subject to the Arrangement Agreement, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 of the Arrangement Agreement not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date; provided that the Purchaser is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth not to be satisfied;

(iv) the Company is in breach or in default of any of its obligations or covenants set forth in Section 7.2 of the Arrangement Agreement other than an immaterial breach of the Company's obligations to provide notice of an Acquisition Proposal to the Purchaser within a prescribed period; or

(v) the Company enters into a legally binding agreement relating to a Superior Proposal; or

(d) by the Company, if

(i) the Company enters into a legally binding agreement with respect to a Superior Proposal; provided that concurrently with such termination, the Company pays the Termination Fee;

(ii) any condition set forth in Section 6.1 or Section 6.3 of the Arrangement Agreement is not satisfied, and such condition is incapable of being satisfied by the Outside Date;

(iii) subject to the Arrangement Agreement, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser set forth in the Arrangement Agreement (other than as set forth in Section 7.2) shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date; provided that Company is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth not to be satisfied;

(iv) the Purchaser is in breach or in default of any of its obligations or covenants set forth in Section 7.2 of the Arrangement Agreement, other than an immaterial breach of the Purchaser's obligations to provide notice of an Acquisition Proposal to the Company within a prescribed period; or

(v) the Purchaser enters into a binding agreement relating to a Superior Proposal.

Termination Fee Payable by the Company

The Purchaser is entitled to be paid the Termination Fee by the Company upon the occurrence of any of the following events, subject to the terms of the Arrangement Agreement:

(a) the Arrangement Agreement is terminated by the Purchaser due to the Company breaching its non-solicitation covenants in the Arrangement Agreement in any material respects;

(b) the Arrangement Agreement is terminated by the Purchaser due to the Company entering into a legally binding agreement with respect to a Superior Proposal; or

(c) the Arrangement Agreement is terminated by either the Company or the Purchaser if, in either case, prior to the earlier of the termination of the Arrangement Agreement or the holding of a Meeting, an Acquisition Proposal with respect to the Company has been made to the Company or publicly announced by any person (other than the Purchaser or any of its affiliates) and not withdrawn prior to the Meeting and within 12 months following the date of such termination: (i) the Acquisition Proposal is consummated by the Company; or (ii) the Company enters into a definitive agreement in respect of, or the Company Board approves or recommends, the Acquisition Proposal which is subsequently consummated at any time thereafter.

Termination Fee Payable by the Purchaser

The Company is entitled to be paid the Termination Fee by the Purchaser upon the occurrence of any of the following events, subject to the terms of the Arrangement Agreement:

(a) the Arrangement Agreement is terminated by the Company due to the Purchaser breaching its non-solicitation covenants in the Arrangement Agreement in any material respects; or

(b) the Arrangement Agreement is terminated by the Company due to the Purchaser entering into a legally binding agreement with respect to a Superior Proposal.

Amendment

Subject to the terms of the Interim Order, the Plan of Arrangement and applicable Laws, the Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended by written agreement of the Parties, and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained in the Arrangement Agreement, or in any document delivered pursuant to the Arrangement Agreement;

(c) waive compliance with or modify any of the covenants contained in the Arrangement Agreement or waive or modify performance of any of the obligations of the Parties; or

(d) waive compliance with or modify any mutual conditions contained in the Arrangement Agreement;

provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

Procedure for the Arrangement Becoming Effective

The Arrangement is proposed to be carried out pursuant to the provisions of Division 5 of Part 9 of the BCBCA. The following procedural steps must be taken for the Arrangement to become effective:

(a) the Company Arrangement Resolution must be approved by the Company Shareholders at the Meeting either in person or by proxy in the manner required by the Interim Order and applicable Laws;

(b) the Arrangement must be approved by the Court pursuant to the Final Order; and

(c) all conditions precedent to the Arrangement set forth in the Arrangement Agreement must be satisfied or waived by the appropriate Party.

Approval of Company Shareholders Required for the Arrangement

Pursuant to the Interim Order, the number of votes required to pass the Company Arrangement Resolution shall be at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting. Notwithstanding the foregoing, the Company Arrangement Resolution authorizes the Company Board, without further notice to or approval of the Company Shareholders, to amend the Arrangement Agreement or the Plan of Arrangement, to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, and, subject to the terms of the Arrangement Agreement, to decide not to proceed with the Arrangement. If the Company Arrangement Resolution is not approved by the Company Shareholders, the Arrangement cannot be completed. See Appendix A to this Circular for the full text of the Company Arrangement Resolution. See also "*Part V — General Proxy Matters — Procedure and Votes Required*".

Court Approvals

Interim Order

Prior to the mailing of this Circular, on July 23, 2026, the Company obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters. The Interim Order is attached as Appendix C to this Circular.

Final Order

Subject to the terms of the Arrangement Agreement, and if the Company Arrangement Resolution is approved by the Company Shareholders at the Meeting in the manner required by the Interim Order, the Company will apply to the Court for the Final Order.

The Company is required to seek the Final Order as soon as reasonably practicable, but, in any event, not later than three Business Days following the Meeting. If the Company Shareholder Approval is obtained at the Meeting, the application for the Final Order approving the Arrangement is expected to be scheduled for August 28, 2026 at 9:45 a.m. (Vancouver time) at the Supreme Court of British Columbia, 800 Smithe Street, Vancouver, British Columbia, or as soon thereafter as counsel may be heard, or at any other date and time and by any other method as the Court may direct. At the hearing, any Company Shareholder and any other interested party who wishes to participate or to be represented or to present evidence or argument may do so, subject to filing with the Court and serving upon the Company on or before 4:00 p.m. (Vancouver time) on August 27, 2026, or the last day before the hearing of the application or such other date as the Court may order, a Response to Petition, in the form prescribed by the *Supreme Court Civil Rules,* including his, her or its address for service, together with all materials on which he, she or it intends to rely at the application. The Response to Petition and supporting materials must be delivered, within the time specified, to Cozen O'Connor LLP, Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5, Attention: Brian Fast. See Appendix D to this Circular, *"Notice of Hearing of Petition".* In the event that the hearing is postponed, adjourned or rescheduled then, subject to further direction of the Court, only those persons having previously served a Response to Petition in compliance with the Interim Order will be given notice of the new date. Participation in the Court hearing of the application for the Final Order, including who may participate and present evidence or argument and the procedure for doing so, is subject to the terms of the Interim Order and any subsequent direction of the Court.

For further information regarding the Court hearing for the application for the Final Order and the rights of Company Shareholders in connection with the Court hearing for the application for the Final Order, see the Interim Order attached as Appendix C to this Circular and the Notice of Hearing of Petition attached as Appendix D to this Circular. The Notice of Hearing of Petition constitutes notice of the Court hearing of the application for the Final Order and is the only such notice of that proceeding.

The Consideration Shares to be issued pursuant to the Arrangement to Company Shareholders in exchange for their Company Shares have not and will not be registered under the U.S. Securities Act or any U.S. Securities Laws, and are being issued in reliance on the Section 3(a)(10) Exemption thereof. The issuance of the foregoing securities is also expected to be exempt from, or not subject to, registration or qualification under U.S. state securities, or "blue sky", Laws. The Court has been advised that if the terms and conditions of the Arrangement and such issuance of Consideration Shares are approved by the Court, the Company and the Purchaser intend to rely upon the Final Order of the Court approving the Arrangement and such issuance of Consideration Shares as a basis for the exemption from registration under the U.S. Securities Act of the issuance pursuant to the Arrangement of the Consideration Shares. Therefore, subject to the additional requirements of Section 3(a)(10), should the Court make a Final Order approving the Arrangement and such issuance of the Consideration Shares, such Consideration Shares issued pursuant to the Arrangement will be exempt from registration under the U.S. Securities Act.

The Court has broad discretion under the BCBCA when making orders with respect to the Arrangement. The Court, in hearing the application for the Final Order, will consider, among other things, the fairness and the reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks fit. Depending upon the nature of any required amendments, the Company and/or the Purchaser may determine not to proceed with the Arrangement, in which case the Consideration Shares will not be issued.

Stock Exchange Listing Approvals and Delisting Matters

The Company is a reporting issuer under Canadian Securities Laws in the provinces of British Columbia, Alberta, and Ontario. The Company Shares are listed and posted for trading on the TSXV under the trading symbol "ADG" and quoted on the OTCQB in the United States under the symbol "ARCUF". On July 9, 2026, the closing price of the Company Shares on the TSXV was $0.35. On July 20, 2026, the closing price of the Company Shares on the TSXV was $0.35.

The Purchaser is a reporting issuer under Canadian Securities Laws in British Columbia and Ontario. The Purchaser Shares are listed and posted for trading on the CSE under the symbol "CC". On July 9, 2026, the closing price of the Purchaser Shares on the CSE was $0.37. On July 20, 2026, the closing price of the Purchaser Shares on the CSE was $0.32.

It is anticipated that the Company Shares will be delisted from the TSXV as promptly as possible following completion of the Arrangement. Subject to applicable Laws, the Purchaser will, as promptly as possible following completion of the Arrangement, apply to the applicable Canadian Securities Regulators to have the Company cease to be a reporting issuer. The TSXV has conditionally accepted the Arrangement, subject to certain customary conditions in accordance with the policies of the TSXV. For information with respect to the prior sales, price ranges and trading volume of the Company Shares, see Appendix G to this Circular, "*Information Concerning the Company*"

It is a mutual condition to completion of the Arrangement that the CSE will have approved the listing and posting for trading of the Consideration Shares issuable pursuant to the Arrangement on the CSE. Accordingly, the Purchaser has agreed to use commercially reasonable efforts to obtain conditional approval of the listing of the Consideration Shares for trading on the CSE, subject only to the satisfaction by the Purchaser of customary listing conditions of the CSE. As of the date of this Circular, the CSE has not approved the listing or posting of the Consideration Shares or any Purchaser Shares issuable on the exercise of the Company Convertible Securities for trading on the CSE, and there can be no assurance that the CSE will approve the listing or posting of the Consideration Shares for trading on the CSE in the timeframe contemplated, or at all. For information with respect to the prior sales, price ranges and trading volume of the Purchaser Shares, see Appendix H to this Circular, "*Information Concerning the Purchaser*"

Timing

If the Meeting is held as scheduled and is not adjourned and/or postponed, and the Company Shareholder Approval is obtained, it is expected that the Company will apply for the Final Order approving the Arrangement on August 28, 2026 at 9:45 a.m. (Vancouver time) at the Supreme Court of British Columbia, 800 Smithe Street, Vancouver, British Columbia, or as soon thereafter as counsel may be heard, or at any other date and time and by any other method as the Court may direct. If the Final Order is obtained in a form and substance satisfactory to the Company and the Purchaser, and all other conditions set forth in the Arrangement Agreement are satisfied or waived by the applicable Party, the Company expects the Effective Date to occur shortly after late August, 2026 to early September, 2026, following the receipt of all requisite Key Regulatory Approvals and Key Third Party Consents. However, it is not possible at this time to state with certainty when the Effective Date will occur as completion of the Arrangement may be delayed beyond this time if the conditions to completion of the Arrangement cannot be met on a timely basis. Subject to certain limitations, each Party may terminate the Arrangement Agreement if the Arrangement is not consummated by the Outside Date, or extended by mutual agreement of the Parties.

Although the Company's and the Purchaser's objective is to have the Effective Date occur as soon as reasonably practicable after the Meeting, the Effective Date could be delayed for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order or any delay in obtaining, or failure to receive, any required Key Regulatory Approval on acceptable terms and conditions in a timely manner. The Company and/or the Purchaser may determine not to complete the Arrangement without prior notice to or action on the part of Company Securityholders.

Procedure for Exchange of Company Shares

The Company and the Purchaser have appointed Odyssey Trust Company to act as Depositary to handle the exchange of Company Shares for the Consideration Shares. Following receipt of the Final Order and prior to the Effective Date, the Purchaser will deliver, or cause to be delivered, for the benefit of applicable holders of Company Shares, a sufficient number of Purchaser Shares to the Depositary to satisfy the aggregate Consideration deliverable to the Company Shareholders in accordance with the Plan of Arrangement (other than Company Shareholders who have validly exercised Dissent Rights and who have not withdrawn their notice of objection), which Purchaser Shares will be held by the Depositary as agent and nominee for such Former Company Shareholders for distribution to such Former Company Shareholders in accordance with the provisions of the Plan of Arrangement.

In order to receive the Consideration, Registered Company Shareholders must deposit with the Depositary (at the address specified on the last page of the Letter of Transmittal) the validly completed and duly signed Letter of Transmittal together with the certificate(s) or DRS Advice(s) representing the Registered Company Shareholder's Company Shares and such other documents and instruments as the Depositary may reasonably require and such other documents and instruments as would have been required to effect such transfer under the BCBCA, the *Securities*

Transfer Act (British Columbia) and the articles of the Company. Registered Company Shareholders who do not have their Company Share certificates should refer to *"Part II — The Arrangement — Lost Certificates".*

Registered Company Shareholders will have received a Letter of Transmittal with this Circular. The Letter of Transmittal will also be available under the Company's profile on SEDAR+ at www.sedarplus.ca. Additional copies of the Letter of Transmittal will also be available by contacting Christopher Cooper, Chief Financial Officer and Corporate Secretary of the Company at Suite 1201 — 1499 West Pender Street, Vancouver, British Columbia, Canada V6G 0A7 or by email at info@arcusdevelopmentgroup.com.

The exchange of Company Shares for Purchaser Shares in respect of any Non-registered Company Shareholder is expected to be made with the Non-registered Company Shareholder's Intermediary account through the procedures in place for such purposes between CDS or DTC and such Intermediary. Non-registered Company Shareholders should contact their Intermediary if they have any questions regarding this process and to arrange for their Intermediary to complete the necessary steps to ensure that they receive the Purchaser Shares in respect of their Company Shares.

The use of mail to transmit certificates and DRS Advices representing Company Shares and the Letter of Transmittal will be at the risk of Registered Company Shareholders. The Company recommends that such certificates, DRS Advices and documents be delivered by hand to the Depositary and a receipt therefor be obtained or that registered mail with return receipt requested, properly insured, be used.

The instructions for exchanging Company Shares and depositing such Company Shares with the Depositary are set out in the Letter of Transmittal. In certain circumstances as provided in the instructions in the Letter of Transmittal, all signatures on (i) the Letter of Transmittal, and (ii) certificates representing Company Shares, must be guaranteed by an Eligible Institution.

To prevent a delay in receiving the Consideration, Registered Company Shareholders should consider re-registering their Company Shares with an Intermediary prior to the Effective Date.

From and after the Effective Time, each certificate or DRS Advice that immediately prior to the Effective Time represented Company Shares will be deemed to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate or DRS Advice is entitled to receive in accordance with the Plan of Arrangement, less any amounts withheld pursuant to the Plan of Arrangement. No dividend or other distribution declared or made after the Effective Time with respect to Purchaser Shares with a record date after the Effective Time will be payable or paid to the holder of any unsurrendered certificates or DRS Advices that, immediately prior to the Effective Time, represented outstanding Company Shares until the surrender of such certificates or DRS Advices in exchange for the Consideration issuable therefor pursuant to the terms of the Plan of Arrangement. Subject to applicable Law and the Plan of Arrangement, at the time of such surrender, there will, in addition to the delivery of a DRS Advice representing the Purchaser Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Purchaser Shares.

Subject to applicable legislation relating to unclaimed personal property, if any Former Company Shareholder fails to deliver to the Depositary the certificates, DRS Advices, documents or instruments required to be delivered to the Depositary as required by the Plan of Arrangement in order for such Former Company Shareholder to receive the Consideration to which such Former Company Shareholder is entitled to receive pursuant to the Plan of Arrangement, on or before the sixth anniversary of the Effective Date, on the sixth anniversary of the Effective Date (i) such Former Company Shareholder will be deemed to have donated and forfeited to the Purchaser or its successors any Consideration held by the Depositary as agent for such Former Company Shareholder to which such Former Company Shareholder is entitled and (ii) any certificate or DRS Advice representing Company Shares formerly held by such Former Company Shareholder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to the Purchaser and will be cancelled. Neither the Company nor the Purchaser, nor any of their respective successors, will be liable to any person in respect of any Consideration (including any consideration previously held by the Depositary as agent for any such Former Company Shareholder) which is forfeited to the Company or the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

Treatment of Fractional Purchaser Shares

In no event will any fractional Purchaser Shares be issued to Former Company Shareholders under the Plan of Arrangement. Where the aggregate number of Purchaser Shares to be issued to a Former Company Shareholder as consideration under the Plan of Arrangement would result in a fraction of a Purchaser Share being issuable, the number of Purchaser Shares to be issued to such Company Shareholders will be rounded down to the nearest whole Purchaser Share and no Former Company Shareholder will be entitled to any compensation in respect of a fractional Purchaser Share.

Return of Company Shares

If the Arrangement is not completed, any certificates and DRS Advices representing deposited Company Shares will be returned to the depositing Company Shareholder upon written notice to the Depositary from the Purchaser by returning the certificates or DRS Advices representing deposited Company Shares (and any other relevant documents) by first class insured mail in the name of and to the address specified by the Company Shareholder in the Letter of Transmittal or, if such name and address is not so specified, in such name and to such address as shown on the register of Company Shares maintained by Computershare on behalf of the Company.

Mail Service Interruption

Notwithstanding the provisions of the Circular, the Letter of Transmittal, the Arrangement Agreement or Plan of Arrangement, certificates or DRS Advices representing the Consideration or certificates or DRS Advices representing Company Shares to be returned, if applicable, will not be mailed if the Purchaser determines that delivery thereof by mail may be delayed.

Persons entitled to certificates or DRS Advices and other relevant documents which are not mailed for the foregoing reason may take delivery thereof at the offices of the Depositary, at which the Letter of Transmittal and Company Shares were deposited until such time as the Purchaser has determined that delivery by mail will no longer be delayed.

Notwithstanding the foregoing section, certificates, DRS Advices and other relevant documents not mailed for the foregoing reason will be conclusively deemed to have been delivered on the first day upon which they are received at the office of the Depositary.

Lost Certificates

If, prior to the Effective Time, any certificate that immediately prior to the Effective Time represented one or more outstanding Company Shares has been lost, stolen or destroyed, Registered Company Shareholders claiming such certificate to be lost, stolen or destroyed are instructed to contact Computershare to obtain a replacement certificate representing such lost, stolen or destroyed Company Shares. If, following the Effective Time, any certificate that immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred to the Purchaser pursuant to the Plan of Arrangement, has been lost, stolen or destroyed, the Registered Company Shareholder claiming such certificate to be lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Consideration that such Former Company Shareholder has the right to receive in accordance with the Plan of Arrangement deliverable in accordance with such holder's duly completed and executed Letter of Transmittal. When authorizing such issuance in relation to any lost, stolen or destroyed certificate representing Company Shares, the holder to whom such Consideration is to be delivered will, as a condition precedent to the issuance of such Consideration, give a surety bond satisfactory to the Purchaser and the Depositary, or the Company, in such sum as the Purchaser or the Company may direct and indemnify the Purchaser, the Company, and the Depositary, as applicable, in a manner satisfactory to the Purchaser, the Company and the Depositary, as applicable, against any claim that may be made against the Purchaser or the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Withholding Rights

The Company, the Purchaser, the Depositary and any other person, as applicable, will be entitled to deduct and withhold or direct any other person to deduct and withhold on their behalf, from any consideration otherwise payable, issuable or otherwise deliverable to any Company Shareholder or any other securityholder of the Company under the Plan of Arrangement and the Arrangement Agreement (including any payment to Dissenting Company Shareholders) such amounts as the Company, the Purchaser, the Depositary or any other person, as the case may be, is required to deduct or withhold from such payment under the Tax Act, the U.S. Tax Code, and the rules and regulations

promulgated thereunder, or any provision of any federal, provincial, state, local or foreign tax Law as is required to be so deducted or withheld by the Company, the Purchaser, the Depositary, or any other person, as the case may be. For the purposes of the Plan of Arrangement and the Arrangement Agreement, all such deducted or withheld amounts will be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person under the Plan of Arrangement and the Arrangement Agreement, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity by or on behalf of the Company, the Purchaser, the Depositary, or any other person, as the case may be.

Each of the Company, the Purchaser, the Depositary, or any other person that makes a payment under the Plan of Arrangement or the Arrangement Agreement, as applicable, is authorized to sell or otherwise dispose, on behalf of such person, such portion of Company Shares, Purchaser Shares or other securities otherwise deliverable to such person under the Plan of Arrangement or the Arrangement Agreement, as is necessary to provide sufficient funds (after deducting commissions payable and other costs and expenses) to the Company, the Purchaser, the Depositary or such other person, as the case may be, to enable it to comply with any deduction or withholding permitted or required under the Plan of Arrangement or the Arrangement Agreement, as applicable, and will remit the applicable portion of the net proceeds of such sale to the appropriate Governmental Entity and any amount remaining following the sale, deduction or withholding and remittance will be paid to the person entitled thereto as soon as reasonably practicable.

Adjustment of Consideration

If between the date of the Arrangement Agreement and the Effective Time, (a) the Company pays any dividend or other distribution on the Company Shares (or declares such a dividend or distribution with a record date prior to the Effective Date), (b) the Company changes the number of Company Shares issued and outstanding as a result of a reclassification, stock split (including a reverse stock split), recapitalization, subdivision, or other similar transaction, (c) the Purchaser pays any dividend or other distribution on the Purchaser Shares (or declares such a dividend or distribution with a record date prior to the Effective Date), or (d) the Purchaser changes the number of Purchaser Shares issued and outstanding as a result of a reclassification, stock split (including a reverse stock split), recapitalization, subdivision, or other similar transaction, then, in each case, the Consideration to be paid per Company Share, and any other dependent items shall be appropriately adjusted to provide to the Company and the Purchaser and their respective shareholders with the same economic effect as contemplated by the Arrangement Agreement and the Plan of Arrangement prior to such action.

Right to Dissent

The following is only a summary of the Dissent Rights and the provisions of the BCBCA relating to the dissent and appraisal rights in respect of the Company Arrangement Resolution (as modified by the Plan of Arrangement and the Interim Order as described below) of a Registered Company Shareholder. Such summary is not a comprehensive statement of the procedures to be followed by a Registered Company Shareholder who seeks payment of the fair value of its Company Shares and is qualified in its entirety by reference to the full text of Section 237 through Section 247 of the BCBCA which is attached as Appendix J to this Circular (as modified by the Plan of Arrangement and the Interim Order). The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing. It is recommended that any Registered Company Shareholder wishing to avail himself, herself or itself of the Dissent Rights seek legal advice, as failure to strictly comply with the provisions of the BCBCA (as modified by the Plan of Arrangement and the Interim Order) may prejudice his, her or its Dissent Rights and result in the loss of all rights thereunder.

The statutory provisions dealing with the right of dissent are technical and complex. Any Registered Company Shareholders considering exercising Dissent Rights should seek independent legal advice, as failure to comply strictly with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of all Dissent Rights.

Section 237 through Section 247 of the BCBCA provides registered shareholders of a corporation with the right to dissent from certain resolutions that effect extraordinary corporate transactions or fundamental corporate changes. The Interim Order expressly provides Registered Company Shareholders with Dissent Rights in respect of the Company Arrangement Resolution, pursuant to Section 237 through Section 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order. Any Registered Company Shareholder who validly dissents from the Company Arrangement Resolution in compliance with Section 237 through Section 247 of the BCBCA, as modified by the Plan

of Arrangement and the Interim Order, will be entitled, in the event the Arrangement becomes effective, to be paid by the Company the fair value of the Company Shares held by such Dissenting Company Shareholder determined as of the close of business on the day before the Company Arrangement Resolution is approved by the Company Shareholders. Company Shareholders are cautioned that fair value could be determined to be less than the value of the consideration payable pursuant to the terms of the Arrangement and that the proceeds of disposition received by a Dissenting Company Shareholder may be treated in a different, and potentially more adverse, manner under Canadian federal income tax Laws than had such Company Shareholder exchanged his, her or its Company Shares for the Consideration pursuant to the Arrangement and that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Arrangement, is not an opinion as to, and does not otherwise address, "fair value" under Section 237 through Section 247 of the BCBCA. In addition, any judicial determination of fair value will result in delay of receipt by a Dissenting Company Shareholder of consideration for such Dissenting Company Shareholder's Dissenting Company Shares.

In many cases, Company Shares beneficially owned by a Non-registered Company Shareholder are registered either: (a) in the name of an Intermediary that the Non-registered Company Shareholder deals with in respect of the Company Shares; or (b) in the name of a depositary (such as CDS) of which the Intermediary is a participant. Accordingly, a Non-registered Company Shareholder will not be entitled to exercise its Dissent Rights directly (unless the Company Shares are re-registered in the Non-registered Company Shareholder's name). A Non-registered Company Shareholder that wishes to exercise Dissent Rights should immediately contact the Intermediary with whom the Non-registered Company Shareholder deals in respect of its Company Shares and either (i) instruct the Intermediary to exercise the Dissent Rights on the Non-registered Company Shareholder's behalf (which, if the Company Shares are registered in the name of CDS or other clearing agency, may require that such Company Shares first be re-registered in the name of the Intermediary), or (ii) instruct the Intermediary to re-register such Company Shares in the name of the Non-registered Company Shareholder, in which case the Non-registered Company Shareholder would be able to exercise the Dissent Rights directly. In addition, pursuant to Section 238 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, a Dissenting Company Shareholder may not exercise Dissent Rights in respect of only a portion of such Dissenting Company Shareholder's Company Shares but may dissent only with respect to all Company Shares held by such Dissenting Company Shareholder.

The Dissent Procedures require that a Registered Company Shareholder who wishes to dissent with respect to all Company Shares held must send a Notice of Dissent to the Company c/o Cozen O'Connor LLP, Suite 2501 – 550 Burrard Street, Vancouver, British Columbia V6C 2B5, Attention: Brian Fast to be received by no later 5:00 p.m. (Vancouver time) on August 21, 2026 or, in the case of any adjourned or postponed Meeting, by no later than 5:00 p.m. (Vancouver time) on the Business Days that is two Business Days prior to the date of the adjourned or postponed Meeting, and must otherwise strictly comply with the Dissent Procedures described in this Circular.

A Registered Company Shareholder who wishes to dissent must deliver written Notice of Dissent to the Company as set forth above and such Notice of Dissent must strictly comply with the requirements of Section 242 of the BCBCA as modified by the Plan of Arrangement and the Interim Order. Non-registered Company Shareholders who wish to exercise Dissent Rights must cause each Company Shareholder holding their Company Shares to deliver the Notice of Dissent, or, alternatively, make arrangements to become a Registered Company Shareholder.

Any failure by a Company Shareholder to fully comply with the provisions of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of that holder's Dissent Rights. The Dissent Rights and the Interim Order are attached to this Circular as Appendix J and Appendix C, respectively. A Company Shareholder considering exercising Dissent Rights should seek independent legal advice.

If the Company Arrangement Resolution is approved by the Company Shareholders, and the Company notifies a registered holder of Notice Shares of the Company's intention to act upon the authority of the Company Arrangement Resolution and the Interim Order and Final Order pursuant to Section 243 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, in order to exercise Dissent Rights, such Registered Company Shareholder must, within one month after the Company gives such notice, send to the Company or its transfer agent, a written notice that such holder requires the purchase of all of the Notice Shares in respect of which such holder has given Notice of Dissent. Such written notice must be accompanied by the certificate or certificates representing those Notice Shares (including a written statement prepared in accordance with Sections 244(1)(c) and 244(2) of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, if the dissent is being exercised by the Registered Company Shareholder on behalf of a Non-registered Company Shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the Registered Company Shareholder becomes a Dissenting

Company Shareholder, and is deemed to have sold to the Company and the Company is deemed to have purchased, the Notice Shares. Such Dissenting Company Shareholder may not vote, or exercise or assert any rights of a Company Shareholder in respect of such Notice Shares, other than the rights set forth in Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order.

If a Registered Company Shareholder fails to comply with Section 244(1) of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, unless the Court orders otherwise, the right of the Registered Company Shareholder to exercise their Dissent Rights terminates and ceases to apply to such Registered Company Shareholder.

Each Registered Company Shareholder as at the Record Date who duly exercises its Dissent Rights and who:

(a) is ultimately entitled to be paid fair value by the Company for the Company Shares in respect of which they have exercised Dissent Rights: (i) will be deemed not to have participated in the transactions set forth in the Plan of Arrangement (except as set forth in the Plan of Arrangement); (ii) will be entitled to be paid the fair value of such Company Shares by the Company, which fair value, notwithstanding anything to the contrary contained in Section 245 of the BCBCA, will be determined as of the close of business on the Business Day immediately preceding the date on which the Company Arrangement Resolution is adopted; (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement if such Dissenting Company Shareholder had not exercised its Dissent Rights in respect of such Company Shares; and (iv) will be deemed to have transferred and assigned their Company Shares (free and clear of all Liens) to the Company pursuant to the Plan of Arrangement in consideration for such fair value; or

(b) is ultimately not entitled, for any reason, to be paid fair value for the Company Shares in respect of which they have exercised Dissent Rights, will be deemed to have participated in the Arrangement on the same basis as a Company Shareholder who has not exercised Dissent Rights and shall be entitled to receive only the Consideration contemplated by the Plan of Arrangement that such Company Shareholder would have received pursuant to the Arrangement if such Company Shareholder had not exercised its Dissent Rights.

In no case will the Purchaser, the Company or any other person be required to recognize any Dissenting Company Shareholder as a holder of Company Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer of the Company Shares held by the Dissenting Company Shareholder to the Company under the Plan of Arrangement, and each Dissenting Company Shareholder will cease to be entitled to the rights of a Company Shareholder in respect of the Company Shares in respect of which they have exercised Dissent Rights. The name of such Dissenting Company Shareholder will be removed from the register of Company Shareholders as to those Company Shares in respect of which Dissent Rights have been validly exercised at the same time as the transfer of the Company Shares held by the Dissenting Company Shareholder to the Company under the Plan of Arrangement occurs. In addition to any other restrictions under Division 2 of Part 8 of the BCBCA, none of the following persons are entitled to exercise Dissent Rights: (i) any holder of Company Options or Company Warrants; (ii) any Company Shareholder who votes or has instructed a proxyholder to vote such Company Shareholder's Company Shares in favour of the Company Arrangement Resolution (but only in respect of such Company Shares); or (iii) any Non-registered Company Shareholder.

If a Registered Company Shareholder as at the Record Date is ultimately entitled to be paid by the Company for their Company Shares, such Dissenting Company Shareholder may enter into an agreement with the Company for the fair value of such Dissenting Company Shareholder's Company Shares. If such Dissenting Company Shareholder does not reach an agreement with the Company, such Dissenting Company Shareholder, or the Company, may apply to the Court, and the Court may (a) determine the payout value of the Dissenting Company Shareholder's Company Shares or order that the payout value of the Dissenting Company Shareholder's Company Shares be established by arbitration or by reference to the registrar, or a referee or a court, and (b) make consequential orders and give directions as the Court considers appropriate. There is no obligation on the Company to make an application to the Court. The Dissenting Company Shareholder will be entitled to receive the fair value that the Company Shares had as of the close of business on the Business Day immediately preceding the date on which the Company Arrangement Resolution is adopted. After a determination of the fair value of the Dissenting Company Shareholder's Company Shares, the Company must then promptly pay that amount to the Dissenting Company Shareholder. If a Company Shareholder dissents there can be no assurance that the amount such Company Shareholder receives as fair value for its Company Shares will be more than or equal to the Consideration under the Arrangement.

Dissent Rights with respect to Notice Shares will terminate and cease to apply to the Dissenting Company Shareholder if, before full payment is made for the Notice Shares, (a) the Arrangement is abandoned or by its terms will not proceed, (b) the Company Arrangement Resolution is not passed by the requisite number of Company Shareholders, (c) the Company Arrangement Resolution is revoked before the Effective Time, (d) a court permanently enjoins or sets aside the Arrangement, (e) the Dissenting Company Shareholder consents to, or votes in favour of, the Company Arrangement Resolution, (f) the Dissenting Company Shareholder withdraws the Notice of Dissent with the Company's written consent, or (g) the Court determines that the Dissenting Company Shareholder is not entitled to dissent. If any of these events occur, the Company must return the share certificate(s) or DRS Advices representing the Company Shares to the Dissenting Company Shareholder, the Dissenting Company Shareholder regains the ability to vote and exercise its rights as a Company Shareholder and the Dissenting Company Shareholder must return any money that the Company paid to the Dissenting Company Shareholder in respect of the Dissenting Company Shareholder's Company Shares.

The discussion above is only a summary of the Dissent Rights, which are technical and complex. A Company Shareholder who intends to exercise Dissent Rights must strictly adhere to the procedures established in Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, and failure to do so may result in the loss of all Dissent Rights.

If a Registered Company Shareholder chooses to exercise their Dissent Rights there can be no assurance that the amount such Registered Company Shareholder receives as fair value for its Company Shares will be more than or equal to the Consideration under the Arrangement.

Each Company Shareholder wishing to avail himself, herself or itself of the Dissent Rights should carefully consider and comply with the provisions of Sections 237 to 247 of the BCBCA and the Interim Order, which are attached to this Circular as Appendix J and Appendix C, respectively, and seek his, her or its own legal advice.

The Arrangement Agreement provides that it is a condition to the obligations of the Purchaser to complete the Arrangement that Company Shareholders shall not have exercised Dissent Rights, or have instituted proceedings to exercise Dissent Rights other than Company Shareholders representing not more than 5% of the Company Shares then outstanding. See "*Part II – The Arrangement – The Arrangement Agreement — Conditions Precedent – Conditions to the Obligations of the Purchaser*" above.

Interests of Certain Persons or Companies in the Arrangement

The directors and executive officers of the Company may have interests in the Arrangement that are, or may be, different from, or in addition to, the interests of the Company Shareholders. These interests includes those previously described in this Circular and those set forth below. The Company Board was aware of these interests and considered them, among other matters, when recommending approval of the Arrangement by the Company Shareholders.

Share Ownership and Incentive Awards

As at the close of business on July 20, 2026, the directors and executive officers of the Company and their associates and affiliates, as a group, beneficially owned, directly or indirectly, or exercised control or direction over, an aggregate of 200,000 Company Shares, representing approximately 0.94% of the outstanding Company Shares, an aggregate of 200,000 Company Warrants, representing 1.45% of the outstanding Company Warrants, and an aggregate of 500,000 Company Options, representing approximately 83.33% of the outstanding Company Options.

As at the close of business on July 20, 2026, the directors and executive officers of the Company and their associates and affiliates, as a group, held, directly or indirectly, or exercised control or direction over, the following Purchaser Shares and other convertible securities exercisable to acquire Purchaser Shares:

Name and Position	Purchaser Shares	Purchaser Warrants	Purchaser Options	Purchaser LTIP Awards (RSUs, PSUs, DSUs)
Darryl Jones[(1)] *Interim CEO* and *Director*	376,000	400,000	Nil	Nil
Christopher Cooper *Chief Financial Officer and Corporate Secretary*	Nil	Nil	Nil	Nil

Name and Position	Purchaser Shares	Purchaser Warrants	Purchaser Options	Purchaser LTIP Awards (RSUs, PSUs, DSUs)
Eric Negraeff *Director*	100,000	Nil	Nil	Nil
Jeremy Hanson *Director*	Nil	Nil	Nil	Nil
Kiya Hushyar *Director*	Nil	Nil	Nil	Nil

Notes:

(1) The Purchaser Shares and Purchaser Warrants beneficially owned by Mr. Jones are legally owned by D2J Consulting Corp., a company owned and controlled by Mr. Jones. Each Purchaser Warrants is exercisable to acquire one Purchaser Share at a price of $0.85 per Purchaser Share until September 19, 2027.

In connection with entering into the Arrangement, the Purchaser entered into the Voting Agreements.

The Company Option are not subject to the Arrangement. Following the Arrangement, the Company Convertible Securities will be exercisable, redeemable and convertible, as applicable, into Purchaser Shares pursuant to the underlying agreement, certificate, plan or other terms and conditions attached to such Company Convertible Securities. See "*Part II — The Arrangement — Effect of the Arrangement — Effect on Company Shares and Effect on Company Convertible Securities*".

All Company Shares and Company Convertible Securities held by directors and executive officers of the Company and their associates and affiliates will be treated in the same fashion under the Arrangement or otherwise, as applicable, as the Company Shares and Company Convertible Securities held by other Company Securityholders.

The table below sets forth the number of Company Shares, Company Options and Company Warrants beneficially owned or controlled, directly or indirectly by each of the directors and executive officers of the Company as of July 20, 2026:

Name and Position	Company Shares	Company Warrants	Company Options
Darryl Jones[(1)] *Interim CEO* and *Director*	200,000	200,000	100,000
Christopher Cooper *Chief Financial Officer and Corporate Secretary*	Nil	Nil	100,000
Eric Negraeff *Director*	Nil	Nil	100,000
Jeremy Hanson *Director*	Nil	Nil	100,000
Kiya Hushyar *Director*	Nil	Nil	100,000

Notes:

(1) The Company Shares and Company Warrants beneficially owned by Mr. Jones are legally owned by D2J Consulting Corp., a company owned and controlled by Mr. Jones.

Special Committee Compensation

No member of the Special Committee received special consideration or payment for their work on the Special Committee or for considering the Arrangement.

Additional Compensation

No directors, officers or employees received special consideration or payment for their work in connection with the Arrangement.

Insurance and Indemnification

Pursuant to the Arrangement Agreement, the Company has agreed to purchase customary policies of directors' and officers' liability insurance providing protection no less favourable than the protection provided by the policies maintained by the Company that are in effect immediately prior to the Effective Date and providing protection in

respect of claims arising from facts or events that occurred on or prior to the Effective Date; provided that prior to the Effective Date, the Company may, in the alternative, purchase directors' and officers' liability insurance for a period of up to six years from the Effective Date without the prior written consent of the Purchaser.

The Purchaser has agreed that it will directly honour all rights to indemnification or exculpation existing in favour of present and former officers and directors of the Company acknowledges that such rights shall survive the completion of the Plan of Arrangement.

The applicable provisions of the Arrangement Agreement are intended for the benefit of, and shall be enforceable by, each insured or indemnified person, his or her heirs and his or her legal representatives and, for such purpose, the Company has confirmed that it is acting as agent and trustee on their behalf. The applicable provisions of the Arrangement Agreement will survive the termination of the Arrangement Agreement as a result of the occurrence of the Effective Date for a period of six years.

Expenses of the Arrangement

The estimated costs to be incurred by the Company with respect to the Arrangement and related matters including, without limitation, accounting, financial advisory and legal fees, the costs of preparation, printing and mailing of this Circular and other related documents and agreements, and stock exchange filing fees are expected to aggregate approximately $215,000.

The Company engaged Evans & Evans to obtain the E&E Fairness Opinion. As consideration for the E&E Fairness Opinion, the Company will Evans & Evans a fixed cash fee Opinion (no portion of which is contingent on the conclusion reached in the E&E Fairness Opinion or upon completion of the Arrangement).

Pursuant to the Arrangement Agreement, all costs and expenses of the Parties incurred in connection with the Arrangement are to be paid by the Party incurring such expenses, except that the Purchaser will pay all filing fees or similar fees payable to a Governmental Entity and applicable Taxes in connection with a Key Regulatory Approval and all costs and expenses associated with any Pre-Acquisition Reorganization.

There is no finder's or broker's fee payable in connection with the Arrangement.

Securities Law Matters

Canada

The Purchaser Shares to be issued under the Arrangement to Company Shareholders will be issued in reliance on exemptions from prospectus and registration requirements of applicable Canadian Securities Laws and, following completion of the Arrangement, the Purchaser Shares will generally be "freely tradeable" (other than as a result of any "control block" restrictions which may arise by virtue of the ownership thereof) under applicable Canadian Securities Laws, which generally requires that the holder is not a "control person" as defined in the applicable Canadian Securities Laws, no unusual effort is made to prepare the market or create a demand for those securities, and no extraordinary commission or consideration is paid in respect of that sale. **Each Company Shareholder is urged to consult such Company Shareholder's independent legal counsel and professional advisors to determine the Canadian conditions and restrictions applicable to trades in the Purchaser Shares issued pursuant to the Arrangement.**

The Company Shares are listed and posted for trading on the TSXV and Policy 5.9 of the TSXV Corporate Finance Manual requires compliance with the requirements of MI 61-101 for TSXV-listed issuers, as such instrument is adopted as a policy of the TSXV, in its entirety. MI 61-101 governs certain transactions that raise the potential for conflicts of interest, specifically insider bids, issuer bids, business combinations and related party transactions to ensure equality of treatment among Company Shareholders, generally by requiring enhanced disclosure, approval by a majority of Company Shareholders, excluding interested parties or related parties and their respective joint actors, and in certain instances, independent valuations and approval and oversight of certain transactions by a special committee of independent directors.

As previously described in this Circular, all of the issued and outstanding Company Shares will be exchanged for Purchaser Shares under the terms of the Plan of Arrangement. Unless certain exceptions apply, the Arrangement would be considered a "business combination" in respect of the Company pursuant to MI 61-101. Accordingly, unless no related party of the Company is entitled to receive a "collateral benefit" in connection with the Arrangement, the transaction would be considered a "business combination" and subject to minority approval requirements at the Meeting (each as defined in MI 61-101).

Where "minority approval" is required, MI 61-101 requires that, in addition to the approval of the Company Arrangement Resolution by at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting, the Company Arrangement Resolution also requires the approval of a simple majority of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting, excluding votes cast in respect of Company Shares held by "related parties" who receive a "collateral benefit" (as such terms are defined in MI 61-101) as a consequence of the Arrangement.

MI 61-101 excludes from the meaning of "collateral benefit"(a) a payment or distribution per "equity security" (as such terms are defined in MI 61-101) of the Company that is identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, (b) an enhancement of employee benefits resulting from participation by the related party in a group plan, other than an incentive plan, for employees of a successor to the business of the issuer, if the benefits provided by the group plan are generally provided to employees of the successor to the business of the issuer who hold positions of a similar nature to the position held by the related party, or (c) certain benefits, not described by the foregoing, to a related party that are received solely in connection with the related party's service as an employee, director or consultant of the issuer, of an affiliated entity of the issuer or of a successor to the business of the issuer where: (i) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the transactions; (ii) the benefit is not, by its terms, conditional on the related party supporting the transaction in any manner; (iii) full particulars of the benefit are disclosed in the disclosure document for the transaction; and (iv) either (A) at the time the transaction is agreed to or the bid is publicly announced, the related party and its associated entities beneficially own or exercise control or direction over less than 1% of the outstanding securities of each class of "equity securities" of the (the "**De Minimis Exclusion**"), or (B) the related party discloses to an independent committee of the issuer the amount of the consideration that he or she expects to be beneficially entitled to receive, under the terms of the transaction, in exchange for the equity securities he or she beneficially owns and the independent committee acting in good faith determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value of the consideration the related party will receive pursuant to the terms of the transaction for the equity securities it beneficially owns, and the independent committee's determination is disclosed in the disclosure document for the transaction.

The Special Committee determined that, to the best of its knowledge and in accordance with the provisions of MI 61-101, no related party or their associated entities will be receiving a "collateral benefit" under the Arrangement, as: (a) the Arrangement aligns with the concept of identical treatment of the Company Shareholders, with each having an identical opportunity to participate on equivalent terms and conditions, (b) there is no enhancement of employee benefits resulting from participation by the related party in a group plan, other than an incentive plan, of the Combined Company for which the benefits provided by the group plan are not generally provided to directors, officers, employees or other member of the Purchaser who hold positions of a similar nature to the position held by the related party, and (c) there are no benefits, not described by the foregoing, to a related party that are received solely in connection with the related party's service as an employee, director or consultant of the Company, of an affiliated entity of the Company or of a successor to the business of the Company that: (i) is conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for Company Shares relinquished under the Arrangement; (ii) is, by its terms, conditional on the related party supporting the Arrangement; (iii) is not fully disclosed in this Circular; and (iv) does not comply with the terms and conditions of the De Minimis Exclusion set forth above, since, at the time the Arrangement Agreement was entered into, none of the related parties beneficially owned, or exercised control or direction over, more than 1% of the outstanding Company Shares, as calculated in accordance with MI 61-101. The directors and officers of the Company, their respective holdings and percentage ownership of outstanding Company Shares are set out below (as of July 9, 2026, the date the Arrangement Agreement was entered into):

Name and Position	Company Shares	Percentage of I&O Company Shares[1]
Darryl Jones[2] *Interim CEO* and *Director*	200,000	0.94%
Christopher Cooper *Chief Financial Officer and Corporate Secretary*	Nil	Nil
Eric Negraeff *Director*	Nil	Nil

Name and Position	Company Shares	Percentage of I&O Company Shares[1]
Jeremy Hanson *Director*	Nil	Nil
Kiya Hushyar *Director*	Nil	Nil

Notes:

(1) Based on 21,221,140 Company Shares issued and outstanding in the authorized capital of the Purchaser as of July 9, 2026.

(2) The Company Shares beneficially owned by Mr. Jones are legally owned by D2J Consulting Corp., a company owned and controlled by Mr. Jones.

In connection with the Arrangement, the Company Warrants and Company Options will be treated as set forth under "*Part II — The Arrangement — Effect of the Arrangement — Effect of the Arrangement — Effect on Company Convertible Securities*" in this Circular. No director, officer or Insider of the Company will receive a "collateral benefit" as a result of the Arrangement. As such, the Company Arrangement Resolution must be approved by at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

No formal valuation under MI 61-101 is required to be obtained by the Company in connection with the Arrangement as no interested party (as defined in MI 61-101) would, as a consequence of the Arrangement, directly or indirectly acquire the Company or the business of the Company, or combine with the Company, through an amalgamation, arrangement or otherwise, whether alone or with joint actors. Furthermore, neither the Company nor any director or senior officer of the Company, after reasonable inquiry, has knowledge of any "prior valuation" (as defined in MI 61-101) in respect of the Company that has been made in the 24 months before the date of this Circular.

United States

The Consideration Shares to be issued pursuant to the Arrangement to Company Shareholders in exchange for their Company Shares have not been and will not be registered under the U.S. Securities Act or any other U.S. Securities Laws, and are being issued in reliance upon the Section 3(a)(10) Exemption thereof. The issuance of the foregoing securities is also expected to be exempt from, or not subject to, registration or qualification under state securities, or "blue sky", Laws. The Section 3(a)(10) Exemption exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction, that is expressly authorized by Law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely notice thereof. The Court is authorized to conduct a hearing at which, among other matters, the substantive and procedural fairness of the terms and conditions of the Arrangement and such issuance of Consideration Shares will be considered. The Court has been advised that if the terms and conditions of the Arrangement and such issuance of Consideration Shares is approved by the Court, the Company and the Purchaser intend to rely upon the Final Order of the Court approving the Arrangement and such issuance of Consideration Shares as a basis for the exemption from registration under the U.S. Securities Act of the Consideration Shares to be issued pursuant to the Arrangement. Therefore, subject to the additional requirements of Section 3(a)(10), should the Court make a Final Order approving the Arrangement and such issuance of Consideration Shares, the issuance of the Consideration Shares pursuant to the Arrangement will be exempt from registration under the U.S. Securities Act. The Court granted the Interim Order on July 23, 2026, and, subject to the approval of the Arrangement by Company Shareholders and satisfaction of certain other conditions, a hearing in respect of the Final Order is expected to be held on August 28, 2026 by the Court. See "*Part II — The Arrangement — Court Approvals.*"

The Consideration Shares issuable to Company Shareholders upon completion of the Arrangement will be freely transferrable under the U.S. Securities Act, except by persons who are "affiliates" (within the meaning of Rule 144 under the U.S. Securities Act) of the Purchaser at such time or were affiliates of the Purchaser within 90 days before such time. Persons who may be deemed to be "affiliates" of an issuer include individuals or entities that directly or indirectly control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by Contract or otherwise, and generally include executive officers and directors of the issuer as well as certain major shareholders of the issuer. Beneficial owners of 10% or more of an issuer's voting securities are generally considered to be affiliates of the issuer.

Any resale of such Consideration Shares by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act, absent an exemption or exclusion therefrom. Subject to certain limitations, such affiliates (and former affiliates) may immediately resell Consideration Shares outside the United States without registration under the U.S. Securities Act pursuant to Regulation S under the U.S. Securities Act. If available, such affiliates (and former affiliates) may also resell such Consideration Shares pursuant to, and in accordance with, Rule 144 under the U.S. Securities Act.

Affiliates — Rule 144

In general, under Rule 144 under the U.S. Securities Act, persons who are affiliates of the Purchaser after the Effective Date (or were affiliates of the Purchaser within 90 days prior to the Effective Date) will be entitled to sell, during any three-month period, the Consideration Shares that they receive in connection with the Arrangement, provided that the number of such securities sold does not exceed the greater of one percent of the then-outstanding securities of such class or, if such securities are listed on a United States securities exchange and/or reported through the automated quotation system of a U.S. registered securities association, the average weekly trading volume of such securities during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale, filing requirements, aggregation rules and the availability of current public information about the Purchaser. Persons who are affiliates of the Purchaser after the Effective Date (or were affiliates of the Purchaser within 90 days prior thereto) will continue to be subject to the resale restrictions described in this paragraph for so long as they continue to be affiliates of the Purchaser and for 90 days thereafter.

The foregoing discussion is only a general overview of certain requirements of federal U.S. Securities Laws applicable to the resale of Consideration Shares received upon completion of the Arrangement. **All holders of such securities are urged to consult with counsel to ensure that the resale of their securities complies with applicable Securities Laws.**

Certain Canadian Federal Income Tax Considerations

The following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations under the Tax Act in respect of the Arrangement generally applicable to a beneficial owner of Company Shares who, at all relevant times and for the purposes of the Tax Act: (i) deals at arm's length with each of the Company and the Purchaser, (ii) is not and will not be affiliated with the Company or the Purchaser, and (iii) holds all Company Shares, and will hold any Purchaser Shares received pursuant to the Arrangement, as capital property (a "**Holder**"). The Company Shares and Purchaser Shares, as the case may be, will generally be considered to be capital property to a Holder for purposes of the Tax Act, unless the Holder holds or uses the shares in, or is deemed to hold or use the shares in the course of carrying on a business of trading or dealing in securities or has acquired such shares or is deemed to acquire such shares in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to persons holding Company Convertible Securities and the tax considerations relevant to such holders are not discussed herein. Any such persons should consult their own tax advisors with respect to the tax consequences of the Arrangement.

In addition, this summary is not applicable to Holders who acquired their Company Shares on the exercise of an employee stock option or other employee compensation arrangement (including, for greater certainty, Company Convertible Securities) or who acquired Company Shares as "flow-through shares", as defined in the Tax Act. Such Holders should consult their own tax advisors.

In addition, this summary is not applicable to a Holder: (a) that is a "financial institution" for purposes of the "mark-to-market property" rules in the Tax Act; (b) that is a "specified financial institution" or "restricted financial institution", each as defined in the Tax Act; (c) an interest which is a "tax shelter investment", as defined in the Tax Act; (d) that has made a functional currency reporting election under the Tax Act to report its "Canadian tax results", as defined in the Tax Act, in a currency other than Canadian currency; (e) that has entered into, or will enter into a "derivative forward agreement", "synthetic disposition arrangement", "synthetic equity arrangement" or a "dividend rental arrangement" (as those terms are defined in the Tax Act) with respect to the Company Shares or the Purchaser Shares; (f) that is a "foreign affiliate", as defined in the Tax Act, of a taxpayer resident in Canada; or (g) that is exempt from tax under the Tax Act. **Such Holders should consult their own tax advisors.**

Additional considerations, not discussed herein, may be applicable to a Holder that is a corporation resident in Canada and is or becomes, or does not deal at arm's length with a corporation resident in Canada that is or becomes, as part

of a transaction or event or series of transactions or events that includes the Arrangement, controlled by a non-resident person or a group of non-resident persons not dealing with each other at arm's length for the purposes of the "foreign affiliate dumping" rules in section 212.3 of the Tax Act. **Such Holders should consult their own tax advisors.**

This summary is based on the current provisions of the Tax Act in force on the date hereof, the regulations thereunder, and counsel's understanding of the current published administrative policies and assessing practices of the CRA publicly available prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act which have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and assumes all such Proposed Amendments will be enacted in their present form, although no assurances can be given in this regard. Except for the Proposed Amendments, this summary does not take into account or anticipate any changes in Law, whether by judicial, governmental or legislative action or decision, or changes in the administrative policies and assessing practices of the CRA, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ significantly from the Canadian federal income tax considerations discussed herein.

This summary assumes that Purchaser is a "Canadian corporation" and the Company is a "taxable Canadian corporation", as those terms are defined in the Tax Act.

This summary is of a general nature only and is not exhaustive of all possible relevant Canadian federal income tax considerations. This summary is not, and should not be construed as, legal, business or tax advice to any particular Holder and no representation with respect to the tax consequences to any particular Holder is made. Accordingly, all Holders should consult their own tax advisors regarding the Canadian federal income tax consequences of the Arrangement applicable to their particular circumstances, and any other consequences to them of such transactions under Canadian federal, provincial, local or foreign tax Laws.

For purposes of the Tax Act, all amounts relating to the exchange of Company Shares and the acquisition, holding or disposition (or deemed disposition) of any Purchaser Shares must be expressed in Canadian dollars. For purposes of the Tax Act, amounts denominated in a foreign currency generally must be converted into Canadian dollars using the appropriate exchange rate determined in accordance with the detailed rules contained in the Tax Act in that regard.

Holders Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times, is or is deemed to be, resident in Canada for the purposes of the Tax Act (a "**Resident Holder**")**.**

A Resident Holder whose Company Shares or Purchaser Shares might not otherwise qualify as capital property may, in certain circumstances, be entitled to make an irrevocable election under subsection 39(4) of the Tax Act to have such shares and every other "Canadian security" (as defined in the Tax Act) owned by such Resident Holder in the taxation year of the election, and in all subsequent taxation years, deemed to be capital property. This election is not available for any Company Shares that were acquired by a Resident Holder as a "flow-through share" for the purposes of the Tax Act. Resident Holders should consult their own tax advisors for advice as to whether an election under subsection 39(4) of the Tax Act is available or advisable in respect of their Company Shares or Purchaser Shares in their particular circumstances.

Exchange of Company Shares for Purchaser Shares

Resident Holders (other than Resident Dissenting Holders) will dispose of their Company Shares solely in exchange for the Consideration pursuant to the Arrangement (the "**Share Exchange**")**.** Where a Resident Holder does not choose to recognize a capital gain (or capital loss) in respect of the Share Exchange in such Resident Holder's return of income for the taxation year in which the Share Exchange occurs, and provided that: (i) such Resident Holder deals at arm's length with the Purchaser immediately before such exchange; and (ii) such Resident Holder and/or persons not dealing at arm's length with that Resident Holder do not control the Purchaser or beneficially own shares representing more than 50% of the fair market value of all outstanding shares of the Purchaser immediately following the exchange, such Resident Holder will be deemed pursuant to Section 85.1 of the Tax Act to have disposed of the Company Shares for proceeds of disposition equal to the Resident Holder's "adjusted cost base" (as defined in the Tax Act) of the Company Shares, determined immediately before the Share Exchange, and the Resident Holder will be deemed to have acquired the Purchaser Shares at an aggregate cost equal to the proceeds of disposition of the Company Shares. Such Resident Holder of Company Shares should therefore neither recognize a capital gain nor a capital loss in respect of the disposition and should be deemed to acquire their Purchaser Shares at an aggregate cost which is equal to the aggregate adjusted cost base of the Company Shares. This cost will be averaged with the adjusted cost base of all other Purchaser

Shares (if any) held by a Resident Holder as capital property at the Effective Time for the purposes of determining the adjusted cost base of each Purchaser Share held by the Resident Holder.

Where a Resident Holder chooses to recognize a capital gain (or capital loss) on the Share Exchange by including any portion of the gain (or loss) otherwise arising in the Resident Holder's income tax return for the taxation year during which the Share Exchange occurs, the Resident Holder will realize a capital gain (or capital loss) equal to the amount, if any, by which the aggregate fair market value of the Purchaser Shares received on the Share Exchange (as determined at the Effective Time) exceeds (or is less than) the total of: (a) the adjusted cost base to the Resident Holder of their Company Shares, as immediately before the Share Exchange; and (b) the Resident Holder's reasonable costs of disposition of their Company Shares. It is not possible for a Resident Holder to choose to recognize only a portion of the capital gain (or capital loss) otherwise realized on a disposition of Company Shares. For a general description of the tax treatment of capital gains and capital losses, see "*Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Taxation of Capital Gains and Capital Losses*" below. The cost of the Purchaser Shares acquired on the Share Exchange will be equal to the fair market value thereof in these circumstances. This cost is generally averaged with the adjusted cost base of all other Purchaser Shares (if any) held by the Resident Holder as capital property at the Effective Time for the purpose of determining the adjusted cost base of each Purchaser Share held by the Resident Holder.

Dividends on Purchaser Shares

A Resident Holder will be required to include in computing such Resident Holder's income for a taxation year any dividend received or deemed to be received on a Purchaser Share in the taxation year. In the case of a Resident Holder who is an individual (other than certain trusts), such dividends received or deemed to be received will be included in such Resident Holder's income and will be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to "taxable dividends" received from a "taxable Canadian corporation" (each as defined in the Tax Act). An enhanced gross-up and dividend tax credit will be available to individuals in respect of "eligible dividends" designated by the Purchaser as "eligible dividends", as defined in the Tax Act, in accordance with the provisions of the Tax Act. There may be limitations on the ability of the Purchaser to designate dividends as "eligible dividends."

A Resident Holder that is a corporation will be required to include in its income the Resident Holder's share of any dividends received or deemed to be received on the Resident Holder's Purchaser Shares, but will generally be entitled to deduct an amount equal to such dividends in computing its taxable income. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received (or deemed to be received) by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. Resident Holders that are corporations should consult their own tax advisors having regard to their own circumstances.

A Resident Holder that is a "private corporation" or "subject corporation", each as defined in the Tax Act, may be liable to pay a refundable tax under Part IV of the Tax Act on dividends received or deemed to be received on its Purchaser Shares, to the extent such dividends are deductible in computing the Resident Holder's taxable income for the taxation year. **Resident Holders that are corporations should consult their own tax advisors having regard to their own circumstances.**

Dispositions of Purchaser Shares

Generally, a Resident Holder that disposes of, or is deemed to dispose of, a Purchaser Share acquired under the Arrangement (other than to Purchaser, unless such disposition occurs as a result of a purchase by Purchaser in the open market in the manner in which shares are normally purchased by any member of the public in the open market) will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of such Purchaser Share exceed (or are less than) the aggregate of the Resident Holder's adjusted cost base of such Purchaser Share immediately prior to the disposition and any reasonable costs of disposition. See *"Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Taxation of Capital Gains and Capital Losses"* below.

Taxation of Capital Gains and Capital Losses

Generally, a Resident Holder will be required to include in computing income for a taxation year one-half of the amount of any capital gain (a "**taxable capital gain**") realized in that year. A Resident Holder must deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized by the Resident Holder in that taxation year. Allowable capital losses in excess of taxable capital gains for a taxation year may be carried back to any of the three preceding taxation years or carried forward to any subsequent

taxation year and deducted against net taxable capital gains realized in such years, subject to the detailed rules contained in the Tax Act.

A capital loss otherwise arising upon the disposition of a share by a Resident Holder that is a corporation may, to the extent and under the circumstances specified by the Tax Act, be reduced by the amount of certain dividends previously received or deemed to have been received by it on such share (or on another share for which such share was substituted or exchanged), to the extent and under the circumstances described in the Tax Act. Similar rules may apply where shares are owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

A Resident Holder that is a "Canadian-controlled private corporation" or a "substantive CCPC" (each as defined in the Tax Act) throughout its taxation year may be liable to pay an additional refundable tax on its "aggregate investment income" (as defined in the Tax Act) for the year, which is defined to include an amount in respect of taxable capital gains.

Minimum Tax

A Resident Holder who is an individual (including certain trusts) and receives a taxable dividend on, or realizes a capital gain on the disposition of, a share, including a Company Share or Purchaser Share, may thereby be liable for minimum tax to the extent and within the circumstances set out in the Tax Act. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

Eligibility for Investment by Registered Plans

Purchaser Shares, if issued on the Effective Date, will be qualified investments under the Tax Act on such date for a trust governed by a "registered retirement savings plan", a "registered retirement income fund", a "registered education savings plan", a "registered disability savings plan", a "tax-free savings account" and a "first home savings account", each as defined in the Tax Act (each, a "**Registered Plan**") and a deferred profit sharing plan, if the Purchaser Shares are listed on a "designated stock exchange" for purposes of the Tax Act (which currently includes the CSE and the Frankfurt Stock Exchange) or the Purchaser qualifies as a "public corporation" (as defined in the Tax Act).

Notwithstanding that a Purchaser Share may be a qualified investment for trusts governed by a Registered Plan, a holder or subscriber of, or an annuitant under, a Registered Plan, as the case may be (each a "**Plan Holder**"), will be subject to a penalty tax if the Purchaser Shares held in the Registered Plan are a "prohibited investment" (as defined in the Tax Act) for the particular Registered Plan. Purchaser Shares will generally not be a "prohibited investment" for a Registered Plan provided that the Plan Holder deals at arm's length with the Purchaser for purposes of the Tax Act and does not have a "significant interest" (as defined in subsection 207.01(4) of the Tax Act) in the Purchaser. In addition, Purchaser Shares will generally not be a prohibited investment if the Purchaser Shares are "excluded property" (as defined in subsection 207.1(1) of the Tax Act) for the Registered Plan. Plan Holders are advised to consult their own tax advisors with respect to whether Purchaser Shares are "prohibited investments" in their particular circumstances and the tax consequences of Purchaser Shares being acquired or held by a Registered Plan.

Dissenting Holders Resident in Canada

A Resident Holder who exercises Dissent Rights in respect of the Arrangement (a "**Resident Dissenting Holder**") will be deemed to have transferred its Company Shares to Company and will be entitled to receive from Company a payment of an amount generally equal to the fair value of such Resident Dissenting Holder's Company Shares. A Resident Dissenting Holder will be deemed to have received a dividend on its Company Shares equal to the amount, if any, by which the consideration received for such Company Shares exceeds the paid-up capital of such Company Shares for purposes of the Tax Act. For a discussion on the tax treatment of dividends, including deemed dividends to Resident Dissenting Holders, see "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Dividends on Purchaser Shares*" above.

The difference between the consideration received for the Company Shares and the amount of any deemed dividend will be treated as proceeds of disposition of the Company Shares for the purposes of computing any capital gain (or capital loss) realized on the disposition of a Resident Dissenting Holder's Company Shares. See "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Exchange of Company Shares for Purchaser Shares*" and "*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capitals Gains and Capital Losses*" above.

Any interest awarded by a court to a Resident Dissenting Holder is required to be included in the Resident Dissenting Holder's income for the purposes of the Tax Act.

A Resident Dissenting Holder that is a "Canadian-controlled private corporation" or a "substantive CCPC" (as defined in the Tax Act) throughout its taxation year may be liable to pay a refundable tax on its "aggregate investment income" (as defined in the Tax Act), which generally includes interest and net taxable capital gains.

Resident Holders who are considering exercising Dissent Rights are urged to consult with their tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights.

Holders Not Resident in Canada

This portion of the summary applies to a Holder who, for the purposes of the Tax Act and any applicable income tax treaty or convention to which Canada is a party, and at all relevant times, is not, and is not deemed to be, resident in Canada (including a partnership that is not a "Canadian partnership" for purposes of the Tax Act) and does not use or hold, and is not deemed to use or hold, Company Shares or Purchaser Shares in a business carried on, or deemed to be carried on, in Canada (a "**Non-Resident Holder**")**.** This summary is not applicable to a non-resident insurer carrying on an insurance business in Canada and elsewhere or an "authorized foreign bank" (as defined in the Tax Act) and such holders should consult their own tax advisors.

Exchange of Company Shares for Purchaser Shares

The discussion of the income tax consequences of the Share Exchange for Resident Holders under the heading "*Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Exchange of Company Shares for Purchaser Shares*" generally will also apply to Non-Resident Holders in respect of the Share Exchange, subject to the discussion regarding Non-Resident Holders herein and the detailed rules in the Tax Act.

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on the disposition of Company Shares under the Arrangement unless the Company Shares are, or are deemed to be, "taxable Canadian property" and are not "treaty-protected property", each as defined in the Tax Act, to the Non-Resident Holder.

Generally, a Company Share will not constitute taxable Canadian property of a Non-Resident Holder at the time of their disposition provided that the share is listed on a "designated stock exchange" for purposes of the Tax Act (which currently includes the TSXV) at that time unless, at any time during the 60-month period immediately preceding the disposition: (a) one or any combination of (i) the Non-Resident Holder, (ii) persons with whom the Non-Resident Holder does not deal at arm's length, and (iii) partnerships in which the Non-Resident Holder or a person described in (ii) holds a membership interest directly or indirectly through one or more partnerships, owned 25% or more of the issued shares of any class or series in the capital stock of the Company; and (b) more than 50% of the fair market value of the share was derived, directly or indirectly, from one or any combination of real or immovable property situated in Canada, "Canadian resource properties" or "timber resource properties" (each as defined in the Tax Act), and options in respect of, or interests in, or for civil law rights in, any such properties (whether or not such property exists). **Non-Resident Holders whose Company Shares may constitute "taxable Canadian property" should consult their own tax advisors**. Notwithstanding the foregoing, in certain other circumstances a Company Share could be deemed to be taxable Canadian property for the purposes of the Tax Act. **Non-Resident Holders should consult their own tax advisors in this regard.**

Even if the Company Shares are, or are deemed to be, "taxable Canadian property" to a Non-Resident Holder, a taxable capital gain resulting from the disposition of the Company Shares will not be included in computing the Non-Resident Holder's taxable income earned in Canada for the purposes of the Tax Act if, at the time of the disposition, the Company Shares constitute "treaty-protected property" of the Non-Resident Holder for purposes of the Tax Act. Company Shares will generally be considered treaty-protected property of a Non-Resident Holder for purposes of the Tax Act at the time of their disposition if the gain from their disposition would, because of an applicable tax treaty between Canada and the country in which the Non-Resident Holder is resident for purposes of such tax treaty, and in respect of which the Non-Resident Holder is entitled to receive benefits thereunder, be exempt from tax under the Tax Act.

In the event that Company Shares are, or are deemed to be, "taxable Canadian property" to a Non-Resident Holder and not "treaty-protected property", the consequences to such Non-Resident Holder will be substantially the same as those described above under the heading "*Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Exchange of Company Shares for Purchaser Shares*" as if the Non-Resident Holder were a Resident Holder thereunder who chooses to recognize a capital gain (or capital loss) on the Share Exchange.

Non-Resident Holders whose Company Shares are, or may be, taxable Canadian property should consult their own tax advisors with respect to the Canadian federal tax consequences to them of disposing of Company Shares pursuant to the Arrangement, including any resulting Canadian reporting obligations.

Dividends on Purchaser Shares

Dividends paid or credited, or deemed to be paid or credited, on a Non-Resident Holder's Purchaser Shares will generally be subject to withholding tax under Part XIII of the Tax Act at a rate of 25% on the gross amount of any such dividend unless the rate is reduced under the provisions of an applicable income tax treaty or convention. Under the *Canada-United States Tax Convention (1980)*, as amended (the "**Canada-U.S. Treaty**"), the rate of withholding tax on a dividend paid or credited (or deemed to be paid or credited) to a Non-Resident Holder who is resident in the United States for purposes of the Canada-U.S. Treaty, is the beneficial owner of the dividend, and is fully entitled to benefits under the Canada-U.S. Treaty is generally limited to 15% of the gross amount of the dividend. The rate of withholding tax is reduced to 5% if the beneficial owner of such dividend is a Non-Resident Holder who is resident in the United States for purposes of the Canada-U.S. Treaty, is fully entitled to benefits under the Canada-U.S. Treaty, and is a company that owns, directly or indirectly, at least 10% of the voting stock of the Purchaser. The *Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting* of which Canada is a signatory, affects many of Canada's bilateral tax treaties (but not the Canada-U.S. Treaty), including the ability to claim benefits thereunder.

Non-Resident Holders should consult their own tax advisors to determine their entitlement to relief under any applicable income tax treaty or convention and for assistance in completing any forms required by the Purchaser in order to claim treaty benefits.

Dispositions of Purchaser Shares

A Non-Resident Holder will not be subject to any Canadian tax under the Tax Act in respect of any capital gain realized on the disposition of its Purchaser Shares acquired pursuant to the Arrangement unless such shares constitute "taxable Canadian property" to the Non-Resident Holder at the time of disposition and are not "treaty-protected property", each as defined in the Tax Act, to the Non-Resident Holder. Provided that, at the time of disposition, the Purchaser Shares are listed on a "designated stock exchange" for purposes of the Tax Act (which currently includes the CSE and the Frankfurt Stock Exchange), the considerations applicable to determining whether a Non-Resident Holder's Purchaser Shares constitute "taxable Canadian property" are substantially the same as those discussed above with respect to a Non-Resident Holder's Company Shares under the headings *"Certain Canadian Federal Income Tax Considerations for Company Shareholders — Holders Not Resident in Canada —Exchange of Company Shares for Purchaser Shares".*

In the event that Purchaser Shares are or are deemed to be "taxable Canadian property" of the Non-Resident Holder and the Non-Resident Holder is not entitled to an exemption under an applicable income tax treaty or convention between Canada and the country in which the Non-Resident Holder is a resident, the consequences to such Non-Resident Holder will be substantially the same as those described above under the heading "*Certain Canadian Federal Income Tax Considerations — Holders Resident in Canada — Dispositions of Purchaser Shares*" as if the Non-Resident Holder were a Resident Holder thereunder.

Dissenting Holders Not Resident in Canada

A Non-Resident Holder who exercises Dissent Rights in respect of the Arrangement (a "**Non-Resident Dissenting Holder**") will be deemed to have transferred its Company Shares to Company, and will be entitled to receive from Company a payment of an amount generally equal to the fair value of the Non-Resident Dissenting Holder's Company Shares.

A Non-Resident Dissenting Holder will be deemed to have received a dividend on its Company Shares equal to the amount, if any, by which the fair value of the Company Shares exceeds the paid-up capital of such shares for purposes of the Tax Act. Any such deemed dividend will be subject to Canadian withholding tax at a rate of 25% of the gross amount of the dividend but may be reduced under an applicable tax convention. For purposes of computing any capital gain (or capital loss), a Non-Resident Dissenting Holder will also be considered to have disposed of its Company Shares for proceeds of disposition equal to the amount paid to such Non-Resident Dissenting Holder, less any amount that is deemed to be a dividend received by the Non-Resident Dissenting Holder, as described above. As discussed above under heading "*Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Exchange of Company Shares for Purchaser Shares*", any resulting capital gain will only be subject to tax under the

Tax Act if the Company Shares are taxable Canadian property to the Non-Resident Dissenting Holder and are not treaty protected property of the Non-Resident Dissenting Holder at that time.

The amount of any interest awarded by a court to a Non-Resident Dissenting Holder will not be subject to Canadian withholding tax provided that such interest is not "participating debt interest" (as defined in the Tax Act).

Non-Resident Holders who are considering exercising Dissent Rights are urged to consult their tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights

Additional Tax Considerations

This Circular discusses certain Canadian federal income tax considerations applicable to certain Company Shareholders. Tax considerations applicable to Company Shareholders who are resident in jurisdictions other than Canada are not discussed and such Company Shareholders should consult their own tax advisors with respect to the tax implications of the Arrangement, including any associated filing requirements, in such jurisdictions and with respect to the tax implications in such jurisdictions of owning Purchaser Shares after the Arrangement. Such Company Shareholders should consult their own tax advisors regarding the provincial, state, local and territorial tax considerations relating to the Arrangement and of holding Purchaser Shares.

PART III – INFORMATION CONCERNING THE PARTIES TO THE ARRANGEMENT

Information Concerning Arcus Development Group Inc.

The Company was incorporated pursuant to the BCBCA on June 6, 2006 under the name "0759905 B.C. Ltd." On July 13, 2006, the Company changed its name to "Arcus Development Group Inc."

The Company is a reporting issuer in Alberta, British Columbia, and Ontario, with its principal jurisdiction being British Columbia. The Company's common shares were listed on the TSXV on December 30, 2025, trading under the symbol "ADG."

The head office of the Company is located at 905 West Pender Street, Suite 403, Vancouver, British Columbia V6C 1L6, and its registered and records office is located at Bentall 5, 550 Burrard Street, Suite 2501, Vancouver, British Columbia V6C 2B5.

The Company is a growth-oriented mineral exploration company, which holds a 100% interest in the Touleary Property, located in west-central Yukon Territory and consists of 397 mineral claims that were staked under the Yukon Quartz Mining Act and cover approximately 7,940 hectares. The goal of the Company is to provide shareholder returns through the acquisition of interests in advanced early stage mineral exploration projects. For further information regarding the Company, see Appendix G to this Circular, "*Information Concerning the Company"*

Information Concerning the Purchaser

The Purchaser was incorporated pursuant to the Business Corporations Act (British Columbia) on April 20, 2016 under the name "1072693 B.C. Ltd." On January 17, 2018, the Purchaser changed its name to "Core Assets Corp." and on June 4, 2025, to "Core Silver Corp."

The Purchaser is a reporting issuer in British Columbia and Ontario, with its principal jurisdiction being British Columbia. The Purchaser's common shares were listed on the CSE on July 27, 2020, trading under the symbol CC. The Purchaser Shares also trade on the OTCQB under the symbol "CCOOF" and on the Frankfurt Stock Exchange under the symbol "8ZR."

The Purchaser's head office is located at Suite 400 – 570 Granville Street, Vancouver BC V6C 3P1, and its registered and records office is located at Suite 800 – 885 West Georgia Street, Vancouver, BC, V6C 3H1.

The Purchaser is a mineral exploration company, which holds a 100% interest in the Blue Property, located in the Atlin Mining District of British Columbia and covers a land area of 114,074 hectares. The Purchaser is in the business of acquiring, exploring, developing and evaluating mineral resource properties.

For further information regarding the Purchaser, see Appendix H to this Circular, "*Information Concerning the Purchaser*"

Information Concerning the Combined Company

If completed, the Arrangement will result in the issuance, at the Effective Time, of one (1) Purchaser Share for each Company Share held by Company Shareholders at the Effective Time. As at the close of business on July 20, 2026, there were 21,221,140 Company Shares outstanding (on a non-diluted basis) and 32,920,565 Purchaser Shares outstanding (on a non-diluted basis). If completed, the Arrangement will result in the Purchaser becoming the owner of all of the Company Shares on the Effective Date and the Company will become a wholly-owned subsidiary of the Purchaser.

Assuming that there are no Dissenting Company Shareholders, no Company Shares are issued pursuant to the exercise of Company Options or Company Warrants prior to the Effective Time and there is no change to the number of Purchaser Shares issued and outstanding between the date of this Circular and immediately prior to the Effective Time, there will be, immediately following the completion of the Arrangement, approximately 54,141,705 Purchaser Shares issued and outstanding. Immediately following completion of the Arrangement, Former Company Shareholders are expected to hold approximately 21,221,140 Purchaser Shares, representing approximately 39.2% of the issued and outstanding Purchaser Shares.

For further information in respect of the Combined Company, see Appendix I to this Circular, "*Information Concerning the Combined Company Following Completion of the Arrangement*".

PART IV – OTHER INFORMATION

Interest of Informed Persons in Material Transactions

Other than as disclosed elsewhere in this Circular (including the documents incorporated by reference herein and the Appendices hereto), the Company is not aware of any material interest, direct or indirect, of any informed person of the Company, or any associate or affiliate of any informed person, in any transaction since the commencement of the Company's most recently completed financial year, or in any proposed transaction, that has materially affected or would materially affect the Company.

For the purposes of this Circular an "informed person" means a director or executive officer of the Company, a director or executive officer of a person or company that is itself an "informed person" of the Company and any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company.

Interest of Certain Persons in Matters to be Acted Upon

Except as disclosed in this Circular, management of the Company is not aware of any material interest of any person that has been a director or executive officer of the Company since the beginning of the last financial year of the Company, any proposed nominee for election as a director, or any associate or affiliate of any of the foregoing, in any matter to be acted on at the Meeting. For additional information with respect to the Arrangement, see the section in the Circular entitled "*Part II — The Arrangement — Interests of Certain Persons or Companies in the Arrangement*".

In addition, at the Meeting the Company will present motions for the re-approval, confirmation and ratification of the Stock Option Plan, as well as the approval, confirmation and ratification of the Company Option Ratification Resolution, each by separate ordinary resolutions. The directors and executive officers of the Company may participate in the Stock Option Plan and were granted Company Options, which are the subject of the Company Option Ratification Resolution. Accordingly, the Company's directors and officers have an interest in the approval of the Stock Option Plan Resolution as well as the Company Option Ratification Resolution. For additional information, see the section in the Circular entitled "*Part I — Meeting Items Other than the Arrangement — Ratification of Grant of Company Options*".

Experts

Evans & Evans is named as having prepared or certified a report, statement or opinion in this Circular, specifically the E&E Fairness Opinion. See "*Part II — The Arrangement — E&E Fairness Opinion".* Except for the fees to be paid to Evans & Evans for the E&E Fairness Opinion (no portion of which is contingent on the conclusion reached in the E&E Fairness Opinion or upon completion of the Arrangement), to the knowledge of the Company, the designated professionals of Evans & Evans beneficially own, directly or indirectly, less than 1% of the outstanding equity securities of the Company or any of its associates or affiliates, has not received or will not receive any direct or indirect

interests in the property of the Company or any of its associates or affiliates, and are not expected to be elected, appointed or employed as a director, officer or employee of the Company or any associate or affiliate thereof.

Mr. Carter, P.Geo., and Mr. Wengzynowski, B.A.Sc., P. Eng, each Qualified Persons, are as named as the author of the Blue Property Report and the Touleary Property Report, respectively. To the knowledge of the Company, each beneficially owns, directly or indirectly, less than 1% of the outstanding equity securities of the Company or any of its associates or affiliates, has not received or will not receive any direct or indirect interests in the property of the Company or any of its associates or affiliates, and are not expected to be elected, appointed or employed as a director, officer or employee of the Company or any associate or affiliate thereof.

PART V – GENERAL PROXY MATTERS

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of the Company to be used at the Meeting. Solicitations of proxies will be primarily by mail and electronic means, but may also be by newspaper publication, in person or by telephone, facsimile or oral communication by directors, officers, employees or agents of the Company who will be specifically remunerated therefor. The Company will pay for the delivery of its proxy-related materials indirectly to all Non-registered Company Shareholders.

The information set forth below generally applies to Registered Company Shareholders. See "*Questions and Answers Relating to the Meeting and Arrangement*" accompanying this Circular. If you are a Non-registered Company Shareholder (i.e., your Company Shares are held through an Intermediary), please see specifically "*General Proxy Matters — Information for Non-registered Company Shareholders*".

Record Date

The Record Date for determination of Company Shareholders entitled to receive notice of, participate in, and vote at the Meeting is July 20, 2026. Only Company Shareholders whose names have been entered in the registers of the Company on the close of business on the Record Date will be entitled to receive notice of, participate in, and vote at the Meeting.

Appointment and Revocation of Proxies

Accompanying this Circular is a form of proxy for Company Shareholders. The persons named in the enclosed form of proxy are directors and/or officers of the Company. **A Company Shareholder has the right to appoint a person (who need not be a Company Shareholder) other than the persons designated in the form of proxy provided by the Company to represent them at the Meeting. To exercise this right, the Company Shareholder should strike out the names of management designees in the enclosed form of proxy and insert the name of the desired representative in the blank space provided in such form of proxy or submit another appropriate form of proxy permitted by Law, and in either case, send or deliver the completed proxy to the offices of Computershare, Attention: Proxy Department, 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6, Canada, or by facsimile: within North America at 1-866-249-7775 and outside North America at 416-263-9524. The form of proxy must be received by Computershare no later than 10:00 a.m. (Vancouver time) on August 21, 2026 or 48 hours (excluding weekends and holidays in the Province of British Columbia) prior to the time of any adjourned or postponed Meeting.** Failure to deposit a form of proxy shall result in its invalidation. Notwithstanding the foregoing, the Chair of the Meeting has the discretion to accept or reject proxies received after such deadline and the Chair of the Meeting is under no obligation to accept or reject any particular late proxy. The time limit for the deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

A Registered Company Shareholder that has returned a form of proxy may revoke it as to any matter on which a vote has not already been cast pursuant to its authority by an instrument in writing executed by such Registered Company Shareholder or by its attorney duly authorized in writing or, if the Registered Company Shareholder is a corporation, by an officer or attorney thereof duly authorized, and deposited either at the above mentioned office of Computershare no later than 4:00 p.m. (Vancouver time) on August 24, 2026, being the last Business Day before the day of the Meeting, or 4:00 p.m. (Vancouver time) on the last Business Day before the day of any adjourned or postponed Meeting or with the Chair of the Meeting on the day of the Meeting prior to the commencement of the Meeting or any adjourned or postponed Meeting. Non-registered Company Shareholders who hold Company Shares in the name of an Intermediary should refer to their voting materials provided by such Intermediary for instructions.

Signature of Proxy

The accompanying form of proxy or VIF must be executed by the Company Shareholder or its attorney authorized in writing, or if the Company Shareholder is a corporation, the form of proxy or VIF must be signed in its corporate name under its corporate seal by an authorized officer whose title should be indicated. If the Company Shares are registered in more than one name, all registered persons must sign the form of proxy. A proxy signed by a person acting as attorney or in some other representative capacity should reflect such person's capacity following his or her signature and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has been previously filed with the Company).

Voting of Proxies

The persons named in the accompanying form of proxy or VIF will vote or withhold from voting the Company Shares in respect of which they are appointed in accordance with the direction of the Company Shareholder appointing them and if the Company Shareholder specifies a choice with respect to any matter to be voted upon, such Company Shareholders' Company Shares will be voted accordingly. **In the absence of such direction, the Company Shares will be voted FOR the approval of the Company Arrangement Resolution to be considered at the Meeting as described in this Circular.**

Exercise of Discretion of Proxy

The proxyholder has discretion under the accompanying form of proxy or VIF with respect to any amendments or variations of the matter of business to be acted on at the Meeting or any other matters properly brought before the Meeting or any adjourned or postponed Meeting, in each instance, to the extent permitted by Law, whether or not the amendment, variation or other matter that comes before the Meeting is routine and whether or not the amendment, variation or other matter that comes before the Meeting is contested. The persons named in the enclosed proxy will vote on such matters in accordance with their best judgment. At the date of this Circular, management of the Company knows of no amendments, variations or other matters to come before the Meeting other than the matter referred to in the Notice of Meeting. Company Shareholders that are planning on returning the accompanying form of proxy or VIF are encouraged to review the Circular carefully before submitting the form of proxy or VIF.

Voting by Internet and Telephone

Registered Company Shareholders may use the internet at www.investorvote.com and the telephone at 1-866-732-VOTE (8683) (a toll-free number) to transmit their voting instructions and for electronic delivery of information. Registered Company Shareholders should have the form of proxy in hand when they access the website or dial the toll-free number noted above. Registered Company Shareholders will be prompted to enter their 15-digit control number, which is located on the form of proxy. If Registered Company Shareholders vote by internet or by telephone, their vote must be received no later than 10:00 a.m. (Vancouver time) on August 21, 2026 or 48 hours (excluding weekends and holidays in the Province of British Columbia) prior to the time of any adjourned or postponed Meeting. The website may be used to appoint a proxyholder to attend and vote on a Registered Company Shareholders behalf at the Meeting and to convey a Registered Company Shareholders voting instructions. Please note that if a Registered Company Shareholder appoints a proxyholder and submits their voting instructions and subsequently wishes to change their appointment, such Registered Company Shareholders may resubmit their proxy, prior to the deadline noted above. The toll-free telephone number can only be used to convey a Registered Company Shareholder's voting instruction and cannot be used to appoint a proxyholder to attend at and vote at the Meeting on the Registered Company Shareholder's behalf. At any time, Computershare may cease to provide internet and/or telephone voting, in which case Registered Company Shareholders can elect to vote by mail or by fax. When resubmitting a proxy, the most recently submitted proxy will be recognized as the only valid one, and all previous proxies submitted will be disregarded and considered as revoked, provided that the last proxy is submitted by the deadline noted above.

Non-registered Company Shareholders who hold such Company Shares in the name of an Intermediary should refer to their voting materials provided by such Intermediary for instructions about how to vote by internet or telephone.

Information for Non-registered Company Shareholders

The information set forth in this section is of significant importance to many Company Shareholders, as a substantial number of such Company Shareholders do not hold Company Shares in their own name. Company Shareholders who do not hold their Company Shares in their own name should note that only proxies deposited by Company Shareholders whose names appear on the records of the Company registrar and transfer agent, Computershare, as the

Registered Company Shareholders of Company Shares can be recognized and acted upon at the Meeting. If Company Shares are listed in an account statement provided to a Company Shareholder by an Intermediary, then in almost all cases those Company Shares will not be registered in a holder's name on the records of the Company. Such Company Shares will more likely be registered under the name of the Company Shareholder's Intermediary. In Canada, the vast majority of Company Shares are registered under the name of CDS & Co. (the registration name for CDS, which acts as nominee for many Canadian brokerage firms). Company Shares held by Intermediaries can only be voted (for or against resolutions) upon the instructions of the Non-registered Company Shareholder. Without specific instructions, Intermediaries are prohibited from voting Company Shares for their clients. The Company generally does not know for whose benefit the Company Shares registered in the name of CDS & Co. are held.

Applicable regulatory policy may require Intermediaries to seek voting instructions from Non-registered Company Shareholders in advance of shareholder meetings. Every Intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Non-registered Company Shareholders in order to ensure that their Company Shares are voted at the Meeting. Often, the form of proxy supplied to a Non-registered Company Shareholder by its Intermediary is identical to the form of proxy provided to Registered Company Shareholders; however, its purpose is limited to instructing the Registered Company Shareholder on how to vote on behalf of the Non-registered Company Shareholder. The majority of Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge. Broadridge typically mails a scannable VIF in lieu of the form of proxy. The Non-registered Company Shareholder is requested to complete and return the VIF by mail or facsimile. Alternatively, the Non-registered Company Shareholder can call a toll-free telephone number or access the internet to vote the Company Shares held by the Non-registered Company Shareholder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Company Shares to be represented at the Meeting. A Non-registered Company Shareholder receiving a VIF cannot use that VIF to vote Company Shares directly at the Meeting, as the VIF must be returned as directed by Broadridge well in advance of the Meeting in order to have the Company Shares voted.

Although a Non-registered Company Shareholder may not be recognized directly at the Meeting for the purpose of voting Company Shares registered in the name of its broker or other Intermediary, a Non-registered Company Shareholder may vote those Company Shares as a proxyholder for the Registered Company Shareholder. To do this, a Non-registered Company Shareholder should enter such Non-registered Company Shareholder's own name in the blank space on the form of proxy or VIF provided to the Non-registered Company Shareholder and return the document to such Non-registered Company Shareholder's Intermediary (or the agent of such Intermediary) in accordance with the instructions provided by such Intermediary or agent well in advance of the Meeting.

Non-registered Company Shareholders should also instruct their Intermediary to complete the Letter of Transmittal regarding the Arrangement with respect to such Non-registered Company Shareholder's Company Shares, once such has been provided, in order to receive the Consideration issuable pursuant to the Arrangement in exchange for such holder's Company Shares, if applicable.

The Meeting Materials are being sent to both Registered Company Shareholders, as well as the Non-registered Company Shareholders (in accordance with the requirements of NI 54-101) indirectly through Intermediaries for onward distribution to the Non-registered Company Shareholders. The Company is not relying on the "notice-and-access" provisions of NI 54-101 to send "proxy-related materials" (as such terms are defined in NI 54-101) to Company Shareholders, is not sending proxy-related materials directly to NOBOs, and does not intend to pay for an Intermediary to deliver to OBOs the proxy-related materials and Form 54-101F7 – *Request for Voting Instructions made by Intermediary*. Accordingly, OBOs will not receive the Meeting Materials unless their Intermediary assumes the costs of delivery. All costs of the solicitation for the Meeting required to be paid for by Arcus will be borne by Arcus.

Voting Securities and Principal Holders Thereof

As at the close of business on July 20, 2026, the Record Date, there were 21,221,140 Company Shares issued and outstanding (on a non-diluted basis). To the knowledge of the directors and officers of the Company, as of the Record Date, no person or company beneficially owned, or controlled or directed, directly or indirectly, more than 10% of the outstanding Company Shares, being the only voting securities of the Company at the Meeting.

Procedure and Votes Required

The Interim Order provides that each Company Shareholder at the close of business on the Record Date will be entitled to receive notice of, to attend and to vote at the Meeting.

Pursuant to the Interim Order:

(a) each Company Share entitled to be voted at the Meeting will entitle the holder to one vote at the Meeting in respect of the Company Arrangement Resolution;

(b) the number of votes required to pass the Company Arrangement Resolution shall be at least two-thirds of the votes cast by Company Shareholders present in person or represented by proxy and entitled to vote at the Meeting; and

(c) the quorum for the transaction of business at the Meeting is one person who is a Company Shareholder, or who is otherwise permitted to vote Company Shares at a meeting of the Company Shareholders pursuant to the Company's Articles, present in person or by proxy.

Pursuant to the Company's Articles, if, within a half hour from the time set for the holding of the Meeting, a quorum is not present, the Meeting stands adjourned to the same day in the next week at the same time and place.

Notwithstanding the foregoing, the Company Arrangement Resolution authorizes the Company Board, without further notice to or approval of the Company Securityholders (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or Plan of Arrangement, and (ii) not to proceed with the Arrangement at any time prior to the Effective Time. See Appendix A to this Circular for the full text of the Company Arrangement Resolution.

PART VI – APPROVALS

Company Board Approval

The contents and the sending of this Circular have been approved by the Company Board on this 20th day of July, 2026.

"Darryl Jones"
Darryl Jones
Interim Chief Executive Officer and Director
Arcus Development Group Inc.

PART VII – CONSENT OF FINANCIAL ADVISOR

Consent of Evans & Evans

To: Arcus Development Group Inc. ("**Arcus**")

We refer to the management information circular of Arcus dated July 20, 2026 (the "**Circular**") relating to the annual general and special meeting of Arcus convened to approve, among other things, resolutions approving a proposed arrangement (the "**Arrangement**") under the provisions of Division 5 of Part 9 of the *Business Corporations Act* (British Columbia). We hereby consent to: (i) the references to our firm name and our fairness opinion in respect of the Arrangement Agreement dated July 9, 2026 (the "**Fairness Opinion**") in the Circular; (ii) the inclusion of the full text of the Fairness Opinion as an appendix to the Circular; and (iii) to the filing of the Circular, with the Fairness Opinion included therein, with the applicable securities regulatory authorities.

The Fairness Opinion was given as at July 9, 2026 and remains subject to the qualifications, assumptions and limitations contained therein. In providing our consent we do not intend that any person other than the Special Committee of the Board of Directors of Arcus and the Board of Directors of Arcus shall be entitled to rely on the Fairness Opinion.

DATED effective as of the 20th day of July, 2026

(signed) "Evans & Evans, Inc."

APPENDIX A
COMPANY ARRANGEMENT RESOLUTIONS

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

(1) the arrangement (the "**Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) involving Core Silver Corp. ("**Purchaser**"), Arcus Development Group Inc. (the "**Company**") and shareholders of the Company, all as more particularly described and set forth in the management information circular dated July 20, 2026 (the "**Circular**") of the Company accompanying the notice of this meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), and all transactions contemplated thereby, is hereby authorized, approved and adopted;

(2) the arrangement agreement (the "**Arrangement Agreement**") between the Purchaser and the Company dated July 9, 2026 and all the transactions contemplated therein, the actions of the directors of the Company in approving the Arrangement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any amendments thereto are hereby ratified and approved;

(3) the plan of arrangement (the "**Plan of Arrangement**") of the Company implementing the Arrangement, the full text of which is set out at Appendix E to the Circular and Schedule "A" to the Arrangement Agreement (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted;

(4) the Company is authorized and directed to apply for a final order from the Supreme Court of British Columbia (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement;

(5) notwithstanding that this resolution has been passed (and the Arrangement approved) by the shareholders of the Company or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered, without further notice to, or approval of, the shareholders of the Company to:

   a. amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or

   b. subject to the terms of the Arrangement Agreement, not proceed with the Arrangement and/or any related transaction;

(6) any director or officer of the Company is hereby authorized and directed for and on behalf of the Company to execute, whether under corporate seal of the Company or otherwise, and to deliver such other documents as are necessary or desirable in accordance with the Arrangement Agreement for filing; and

(7) any one or more directors or officers of the Company is hereby authorized, for and on behalf and in the name of the Company, to execute and deliver, whether under corporate seal of the Company or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments, and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, including:

   a. all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and

   b. the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by the Company;

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

APPENDIX B
STOCK OPTION PLAN

[Please see attached]

ARCUS DEVELOPMENT GROUP INC.

2026 STOCK OPTION PLAN

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ARCUS DEVELOPMENT GROUP INC.

(the "Corporation")

2026 STOCK OPTION PLAN

1. PURPOSE

The purpose of this Plan is to provide an incentive to Eligible Persons, as that term is defined below, to acquire a proprietary interest in the Corporation, to continue their participation in the affairs of the Corporation and to increase their efforts on behalf of the Corporation.

2. DEFINITIONS AND INTERPRETATION

In this Plan, the following words have the following meanings:

(a) "**Blackout Period**" means a period of time during which the Corporation prohibits an Optionee from exercising, redeeming or settling an Option due to the existence of undisclosed Material Information and pursuant to a formal notice provided by the Corporation under a trading policy, which Blackout Period must expire promptly following general disclosure of the undisclosed Material Information;

(b) "**Board**" means the board of directors of the Corporation;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;

(d) "**Company**" means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

(e) "**Consultant**" means, in relation to the Corporation, an individual (other than an Employee, Officer, Management Company Employee, or a Director of the Corporation) or Company that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to any of its subsidiaries, other than services provided in relation to a distribution;

(ii) provides the services under a written contract between the Corporation or any of its subsidiaries and the individual or the Consultant Company, as the case may be; and

(iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or any of its subsidiaries;

(f) "**Consultant Company**" means a Consultant that is a Company;

(g) "**Corporation**" means Arcus Development Group Inc.;

(h) "**Director**" means a director (as defined in Securities Laws) of the Corporation, or of an unlisted Company seeking a listing on the Exchange, or a director of the Corporation's subsidiaries or an unlisted Company's subsidiary;

(i) "**Early Expiry Date**" means 4:00 pm local time in Vancouver on:

(i) the date fixed by the Board for early expiry of each Option, which date will be no more than one year from the date on which the Optionee ceases to be an Eligible Person for any reason other than death, disability or cause; or

(ii) the date that is one year from the date on which the Optionee ceases to be an Eligible Person for any reason other than death, disability or cause, if no date is fixed by the Board under (i) above;

(j) "**Eligible Person**" means a Person who is a Director, Officer, Management Company Employee, Employee or Consultant of the Corporation or its subsidiary on the Grant Date;

(k) "**Employee**" means:

(i) an individual who is considered an employee of the Corporation or its subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for the Corporation or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Corporation or its subsidiary 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 the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source;

(l) "**Exchange**" or "**TSXV**" means the TSX Venture Exchange;

(m) "**Expiry Date**" means the date so fixed by the Board at the time the Option is awarded;

(n) "**Grant Date**" means the date of grant of an Option to an Optionee;

(o) "**Investor Relations Activities**" means any activities, by or on behalf of the Corporation or a shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:

(i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation:

(A) to promote the sale of products or services of the Corporation, or

(B) to raise public awareness of the Corporation,

that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;

(ii) activities or communications necessary to comply with the requirements of:

(A) applicable Securities Laws, or

(B) Exchange requirements or the by-laws, rules or other regulatory instruments of any other self-regulatory body or stock exchange having jurisdiction over the Corporation;

(iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:

(A) the communication is only through the newspaper, magazine or publication, and

(B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or

(iv) activities or communications that may be otherwise specified by the Exchange;

(p) "**Management Company Employee**" means an individual employed by a Company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation;

(q) "**Material Change**" has the definition prescribed by applicable Securities Laws;

(r) "**Material Fact**" has the definition prescribed by applicable Securities Laws;

(s) "**Material Information**" means Material Fact and/or Material Change as defined by applicable Securities Laws and Exchange policy;

(t) "**Officer**" means an officer (as defined in Securities Laws) of the Corporation, or of an unlisted Company seeking a listing on the Exchange, or an officer of the Corporation's subsidiaries or an unlisted Company's subsidiary;

(u) "**Option**" means the option granted to an Optionee under this Plan;

(v) "**Option Certificate**" means the option certificate in the form attached as Schedule "A" to this Plan and issued to an Optionee;

(w) "**Option Period**" means the period of time between the Grant Date and the Expiry Date, during which the Option may be exercised subject to any vesting conditions;

(x) "**Option Price**" is the price at which the Optionee is entitled, pursuant to the Plan and as described in the Option Certificate, to acquire Option Shares;

(y) "**Option Shares**" means the Shares which the Optionee is entitled to acquire pursuant to this Plan and as described in the Option Certificate;

(z) "**Optionee**" means an Eligible Person to whom an Option has been granted by the Corporation;

(aa) "**Person**" means an individual or a Company;

(bb) "**Plan**" means this 2026 stock option plan, as may be amended from time to time in accordance with the provisions hereof;

(cc) "**Promoter**" means a promoter (as defined in Securities Laws) of the Corporation, or of an unlisted Company seeking a listing on the Exchange, or a promoter of the Corporation's subsidiaries or an unlisted Company's subsidiary;

(dd) "**Securities Laws**" means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to the Corporation;

(ee) "**Security Based Compensation Plan**" has the meaning ascribed thereto in Policy 4.4 (or any successor thereto) of the TSXV Corporate Finance Manual (as the same may be amended from time to time), and includes, without limitation: any Stock Option Plan, DSU Plan, PSU Plan, RSU Plan, SAR Plan, SP Plan (as those terms are defined in Policy 4.4 of the TSXV Corporate Finance Manual) and/or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Corporation from treasury to an Eligible Person; and

(ff) "**Shares**" means common shares in the authorized share capital of the Corporation.

The Plan will be interpreted and construed in accordance with the laws of the Province of British Columbia.

3. ADMINISTRATION

The Plan will be administered by the Board in accordance with the provisions of the Plan and subject to the rules of the Exchange from time to time (as applicable), and the Board will have full authority to:

(a) determine which Eligible Persons will receive a grant of Options;

(b) set the Option Price;

(c) grant Options to Eligible Persons in such amounts and on such terms as the Board may determine;

(d) set the Expiry Date and the Early Expiry Date for each Option provided that the Expiry Date will be a date that is no later than 10 years from the Grant Date (subject to extension where the Expiry Date falls within a Blackout Period);

(e) impose vesting conditions on Options; and

(f) interpret the Plan and make such rules and regulations and establish such procedures as it deems appropriate for the administration of the Plan, taking into consideration the recommendations of management of the Corporation.

The interpretation by the Board of any of the provisions of the Plan will be final and conclusive. No member of the Board will be liable for any action or determination in connection with the Plan made or taken in good faith, and each member of the Board will be entitled to indemnification with respect to any such action or determination.

4. OPTIONEES

Optionees must be Eligible Persons (or Companies wholly owned by Eligible Persons) who, in the opinion of the Board, are in a position to contribute to the success of the Corporation. If the Optionee is a Company, excluding Optionees that are Consultant Companies, then such Optionee must:

(i) provide the Exchange with a completed *Certification and Undertaking Required from a Company Granted Security Based Compensation* or similar form required by Securities Laws; and

(ii) not effect or permit any transfer of ownership or option of Shares of the Corporation nor issue further shares of any class in the Corporation to any other Person as long as the Option remains outstanding, except with the prior written consent of the Exchange.

5. THE OPTION SHARES

(a) The aggregate number of Option Shares issuable under the Plan, when aggregated with all Shares issuable pursuant to all other Security Based Compensation Plans of the Corporation, may not exceed 10% of the Corporation's issued and outstanding Shares on the Grant Date (the "**Maximum Number**").

(b) Options issued prior to the adoption of the Plan will be included in the Maximum Number and will be subject to and exclusively governed by the terms of the Plan. To the extent of any conflict between the terms of the Plan and any previous terms governing options issued prior to the adoption of the Plan, the terms under the Plan will govern.

6. GRANT OF OPTIONS

Options may be granted by the Board in accordance with the Plan at any time prior to the termination of the Plan. Options granted pursuant to the Plan will be further described in an Option Certificate and will be subject to the following terms and conditions:

(a) Option Price

The Option Price will be determined by the Board in its sole discretion, subject to the following:

(i) if the Shares are listed on the Exchange, the Option Price will not be lower than the last closing price for the Shares as quoted on the Exchange prior to the Grant Date, less any discount permitted by the Exchange, and provided that the Option Price will not be lower than the "**Discounted Market Price**" (as defined in the policies of the Exchange);

(ii) if the Shares are newly listed on the Exchange, or the Corporation has just been recalled for trading following a suspension or halt, the Corporation must wait until a satisfactory market has been established before setting the exercise price for and granting the Option. In general, the Exchange will not consider that a satisfactory market has been established until at least 10 trading days have passed since the date of listing or the day on which trading in the Corporation's securities resumes, as the case may be;

(iii) if the Shares are not listed on the Exchange, the price will be determined by the Board, subject to the rules or policies of any stock exchange or quotation system on which the Shares are listed; and

(iv) a minimum Option Price cannot be established unless the Options are allocated to particular Persons. More specifically, the Corporation cannot grant Options unless and until the Options have been allocated to a particular Person or Persons.

(b) Exercise of Options

The Options must be exercised in accordance with the Plan and the Option Certificate and on the terms set out in the resolutions of the Board pursuant to which the grant of the Options are authorized. The Corporation will not be required to issue Option Shares in an amount less than a "**Board Lot**" (as defined in the policies of the Exchange), unless such number of Option Shares represents the balance of the Option Shares. The exercise price of the Option must be paid in cash.

(c) Re-issuance of Options

Options which are exercised, cancelled, terminated, surrendered, forfeited or expired without being exercised, and pursuant to which no securities have been issued, continue to be issuable under the Plan.

(d) Blackout Period

The Expiry Date of the Options will be automatically extended by the amount of time set out in this subsection in the event that the Expiry Date falls within a Blackout Period and all of the following conditions exist:

(i) the Blackout Period is formally imposed by the Corporation pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Corporation formally imposing the Blackout Period, the Expiry Date of the Options will not be automatically extended in any circumstances;

(ii) the Blackout Period expires upon the general disclosure of the undisclosed Material Information; and

(iii) the Optionee or the Corporation is not subject to a cease trade order (or similar order under Securities Laws) in respect of the Corporation's securities.

If the Expiry Date falls within a Blackout Period and all of the above conditions exist, then the Expiry Date of the Options affected by the Blackout Period will be extended to the end of the Blackout Period plus ten (10) Business Days.

(e) Transferability of Option

All Options are non-transferable and non-assignable.

(f) Other Terms and Conditions

The Option Certificate may contain such other provisions as the Board deems appropriate, provided such provisions are not inconsistent with the Plan and the requirements of the Exchange.

For as long as the Shares of the Corporation are listed on the Exchange, the Corporation will comply with the following requirements:

(i) the Corporation may not grant, to any one Consultant, Options to acquire more than an aggregate of 2% of the issued and outstanding Shares of the Corporation in any 12 month period, when aggregated with security based compensation grants to such Consultant under any other Security Based Compensation Plans of the Corporation, calculated at the date the Options are granted to the Consultant;

(ii) the Corporation may not grant, to all Persons retained to provide Investor Relations Activities, Options to acquire more than an aggregate of 2% of the issued and outstanding Shares of the Corporation in any 12 month period, calculated at the date the Options are granted to any such Person. For greater certainty, Persons retained to provide Investor Relations Activities include any Consultant that performs Investor Relations Activities and any Employee or Director or Officer or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;

(iii) Options issued to Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months such that:

(A) no more than 1/4 of the Options vest no sooner than three months after the Grant Date;

(B) no more than another 1/4 of the Options vest no sooner than six months after the Grant Date;

(C) no more than another 1/4 of the Options vest no sooner than nine months after the Grant Date; and

(D) the remainder of the Options vest no sooner than 12 months after the Grant Date.

(iv) the approval of the disinterested shareholders of the Corporation will be obtained:

(A) if Options will be granted to any one Person (including to Companies wholly-owned by that Person) within a 12 month period to acquire more than 5% of the issued and outstanding Shares of the Corporation, when aggregated with security based compensation grants to such Person under any other Security Based Compensation Plans of the Corporation, calculated on the date the Options are granted to the Person;

(B) if the issuance of Options will result in the number of Options granted to Insiders (as a group) within a 12 month period will exceed 10% of the issued and outstanding Shares of the Corporation, when aggregated with security based compensation grants to Insiders (as a group) under any other Security Based Compensation Plans of the Corporation;

(C) if the issuance of Options will result in the number of Options granted to Insiders (as a group) at any point in time will exceed 10% of the issued and outstanding Shares of the Corporation, when aggregated with security based compensation grants to Insiders (as a group) under any other Security Based Compensation Plans of the Corporation;

(D) for any amendment to or reduction in the Option Price if the Optionee is an Insider of the Corporation at the time of the proposed amendment or reduction;

(E) for any amendment that would result in a benefit to an Insider; and

(F) for any extension to Options granted to individuals that are Insiders at the time of the proposed amendment.

For the purposes of this subsection, the term "**Insider**" has the meaning assigned in the Exchange Policy 1.1 *Interpretation* and Options held by an Insider at any point in time that were granted to such Person prior to it becoming an Insider will be considered Options granted to an Insider irrespective of the fact that the Person was not an Insider at the time of grant;

(v) for Options granted to Employees, Consultants or Management Company Employees of the Corporation, the Corporation and the Optionee will be responsible for ensuring and confirming that the Optionee is a bona fide Employee, Consultant or Management Company Employee of the Corporation, as the case may be;

(vi) the Corporation must issue a news release disclosing the grant of Options to Insiders or Persons retained to provide Investor Relations Activities; and

(vii) in addition to any resale restrictions under Securities Laws, and any other circumstance for which the Exchange hold period may apply, where Options are granted to Directors or Officers or Consultants or Promoters, or where the Option Price includes a discount as permitted by the Exchange, or where the Options are granted to or the exercise of Options results in a Person owning more than 10% of the voting rights of the Corporation's securities and who has the right to elect or appoint one ore more Directors or Officers of the Corporation, the Options and any Option Shares issued on the exercise of such Options must be legended with a four (4) month Exchange hold period commencing on the Grant Date.

7. TERMINATION OF OPTIONS

(a) All rights to exercise Options will terminate upon the earliest of:

(i) the Expiry Date; and

(ii) the date set out in Section 7(b) or (c), as applicable.

(b) Ceasing to Hold Office

If the Optionee holds his or her Option as a Director or Officer and such Optionee ceases to be a Director or Officer prior to the end of the Option Period, then the Option will terminate on the Early Expiry Date, unless the Optionee:

(i) ceases to be a Director or Officer as a result of the death or disability of the Optionee, in which case the Option will terminate one year from the date of death or disability of the Optionee;

(ii) ceases to be a Director or Officer:

(A) as a result of being convicted in or out of British Columbia of an offence in connection with the promotion, formation or management of a corporation or unincorporated business, or of an offence involving fraud;

(B) by order of the British Columbia Securities Commission (the "**BCSC**"), the Exchange or any other regulatory body having jurisdiction to so order;

(C) where the Director or Officer is required to resign as a consequence of ceasing to meet the director qualifications specified in the *Business Corporations Act* (British Columbia);

in which case, the Option will terminate on the date on which the Optionee ceases to be a Director; or

(iii) remains an Eligible Person, in which case the Board may, in its discretion, allow the Optionee to retain the Option.

(c) Ceasing to be Employed

If the Optionee holds his or her Option as an Employee, Consultant or Management Company Employee and such Optionee ceases to be an Employee, Consultant or Management Company Employee prior to the end of the Option Period, then the Option will terminate on the Early Expiry Date, unless the Optionee:

(i) ceases to be an Employee, Consultant or Management Company Employee as a result of the death or disability of the Optionee, in which case the Option will terminate one year from the date of death or disability of the Optionee;

(ii) ceases to be an Employee, Consultant or Management Company Employee:

(A) as a result of the Corporation terminating the Optionee for cause; or

(B) by order of the BCSC, the Exchange or any other regulatory body having jurisdiction to so order,

in which case, the Option will terminate on the date on which the Optionee ceases to be an Employee, Consultant or Management Company Employee; or

(iii) remains an Eligible Person, in which case the Board may, in its discretion, allow the Optionee to retain the Option.

(d) Vesting on Termination

Unless otherwise provided by the Board, any Options that are unvested on the date that the Corporation provides the Optionee with written notice of termination or the Optionee provides the Corporation with written notice of resignation, will automatically terminate on the date of such notice. Any acceleration of Exchange-imposed vesting requirements is subject to the prior written approval of the Exchange.

(e) Exercise after Death or Disability of Optionee

In the event of the death of an Optionee, the Optionee's Option must be exercised only by the person or persons to whom the Optionee's rights under the Option will pass by the Optionee's will or the laws of descent and distribution. In the event of the death or disability of an Optionee, the Optionee's Option may be exercised to the extent that the Optionee was entitled to exercise the Option at the date of the Optionee's death or disability. The period in which the Optionee's Option may be exercised must not exceed one year from the date of the Optionee's death.

8. ADJUSTMENT OF AND CHANGES IN THE OPTION SHARES

(a) If the Corporation:

(i) changes its capital structure through stock splits, reverse split, consolidations, recapitalizations, reclassifications, changes in or elimination of par value shares;

(ii) declares any dividends or makes other distributions to holders of Shares;

(iii) grants any rights to purchase Shares at prices substantially below the Option Price as determined in accordance with Section 6(a) to holders of Shares of the Corporation; or

(iv) converts or exchanges its Shares for any other securities as a result of a business combination,

then in any such case the Corporation may make such adjustments in the right to purchase granted hereby which are appropriate and reflective of such event, and as may be required to prevent substantial dilution or enlargement of the rights granted to or available for the Optionee hereunder.

(b) Options for fractional Option Shares resulting from any adjustment in Options pursuant to this Section 8 will be terminated. Any adjustment will be effective and binding on each Optionee for all purposes of the Plan.

(c) Any adjustment to Options granted or issued (except in relation to a consolidation or Share split) is subject to the prior acceptance of the Exchange.

(d) If an adjustment is made pursuant to Section 8(a)(ii) and, as a result of such adjustment, an Optionee is entitled to receive additional Options, and if the Corporation does not have sufficient unallocated Options to satisfy such entitlement, then the Corporation may settle the entitlements with cash.

9. CHANGE OF CONTROL

In the event of:

(a) a business combination in which the Corporation is not the surviving Company;

(b) the Shares being converted into securities of another entity or exchanged for other consideration; or

(c) an offer for 50% or more of Shares being made by a third party that constitutes a take-over bid as that term is defined in Multilateral Instrument 62-104 – *Take-over Bids and Issuer Bids* of the Canadian Securities Administrators ("**MI 62-104**") or would constitute a take-over bid as that term is defined in MI 62-104 but for the fact that the offeree is not in British Columbia,

all outstanding Options will immediately vest, provided that the acceleration of vesting provisions required by the Exchange is subject to the prior written consent of the Exchange, and provided that if such transaction does not close, all such Options which remain unexercised will be deemed not to have vested. In addition, the Board may make such arrangements as the Board deems appropriate for the exercise of outstanding Options or continuance of outstanding Options in the surviving Company.

10. PAYMENT

(a) Subject as hereinafter provided, the full purchase price for each of the Option Shares will be paid by money wire, certified cheque or bank draft in favour of the Corporation upon exercise thereof. An Optionee will have none of the rights of a shareholder in respect of the Option Shares until the Shares are issued to such Optionee.

(b) Upon exercise of an Option, the Optionee will, upon notification of the amount due and prior to the delivery of the certificates representing the Option Shares, pay to the Corporation by money wire, certified cheque or bank draft, such amount as the Corporation will determine is required to be withheld and remitted to Canada Revenue Agency (the "**CRA**") to satisfy applicable federal and provincial tax and, if applicable, Canada Pension Plan ("**CPP**") withholding and remittance requirements, or will make alternative arrangements satisfactory to the Corporation (acting in its sole discretion) in respect of such requirements. Such alternative arrangements for satisfying the withholding and remittance requirements may include, but will not be limited to, the following:

(i) the Corporation may retain and withhold from any payment of cash due or to become due from the Corporation to the Optionee, whether under this Plan or otherwise, the amount of taxes and, if applicable, CPP contributions, required to be withheld or otherwise deducted

and remitted by the Corporation to the CRA in respect of such payment, and will remit the amount so withheld to the CRA, as source deductions withheld by it in respect of the issue of the Option Shares; and

(ii) the Corporation may deduct from the Option Shares to be issued to the Optionee, a number of Option Shares (the "**Cashed-Out Shares**") having a market value of not less than the amount of taxes and, if applicable, CPP contributions, required to be withheld or otherwise deducted and remitted by the Corporation to the CRA in respect of such payment and will remit to the CRA the amount (the "**Cash-Out Amount**") that is equal to the market value of the Cashed-Out Shares, as source deductions withheld by it in respect of the issue of the Option Shares. The Cashed-Out Shares may be retained or sold by the Corporation. In such cases, the Corporation may, at its sole discretion, elect under s. 110(1.1) of the *Income Tax Act* (Canada) not to deduct the Cash-Out Amount in computing its income for any taxation year.

11. SECURITIES LAW AND EXCHANGE REQUIREMENTS

(a) No Option will be exercisable in whole or in part, nor will the Corporation be obligated to issue any Option Shares pursuant to the exercise of any such Option, if such exercise and issuance would, in the opinion of counsel for the Corporation, constitute a breach of any applicable laws from time to time, or the rules from time to time of the Exchange. Each Option will be subject to the further requirement that if at any time the Board determines that the listing or qualification of the Option Shares under any securities legislation or other applicable law, or the consent or approval of any governmental or other regulatory body (including the Exchange), is necessary as a condition of, or in connection with, the issue of the Option Shares hereunder, such Option may not be exercised in whole or in part unless such listing, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Board.

(b) By accepting and not returning an Option Certificate within five (5) days of receiving it in connection with a grant of Options, an Optionee is deemed to have expressly consented to the disclosure by the Corporation of personal and other information regarding the Optionee to any governmental or other regulatory body (including the Exchange or such other self-regulatory body or stock exchange having jurisdiction over the Corporation). In addition, the Optionee is deemed to have consented to the collection, use and disclosure of personal or other information by such governmental or other regulatory body (including the Exchange or such other self-regulatory body or stock exchange having jurisdiction over the Corporation) for such purposes as may be identified by such governmental or other regulatory body, from time to time.

12. EFFECTIVENESS AND TERMINATION OF PLAN

(a) The Plan will be effective upon the later of:

(i) approval of the shareholders of the Corporation, if such approval is required;

(ii) approval of the Board;

(iii) acceptance by the Exchange; and

(iv) acceptance by any other regulatory authority having jurisdiction over the Corporation's securities.

(b) The Board may terminate the Plan at any time provided that the Corporation adopts a new stock option plan. Upon termination of the Plan, previously granted Options will be governed by the provisions of the Corporation's stock option plan adopted by the Corporation from time to time.

13. AMENDMENT OF THE PLAN

(a) The Board may from time to time amend the Plan and the terms and conditions of any Option granted thereunder, provided that any amendment, modification or change to the provisions of the Plan will:

(i) not adversely alter or impair any Option previously granted, except as permitted by Section 8 or 9;

(ii) be subject to any regulatory approvals, where required, including the approval of the Exchange where necessary;

(iii) be subject to shareholder approval in accordance with the rules of the Exchange in circumstances where the amendment, modification or change of the Plan and terms and conditions of any Option would amend the:

(A) Eligible Persons who may be granted Options under the Plan;

(B) method for determining the Exercise Price of the Options;

(C) maximum term of the Options under Section 3;

(D) expiry and termination provisions relating to the Options under this Plan;

(E) limitations under the Plan on the number of Options that may be granted to any one Person or category of Persons, including Insiders, as set out in this Plan;

(F) maximum number or percentage, as the case may be, of Shares that may be reserved under the Plan for issuance pursuant to the exercise of the Options;

(G) Plan to include a Net Exercise provision (as defined in the policies of the Exchange); or

(H) amend this Section 13; and

(iv) not be subject to shareholder approval in circumstances where the amendment, modification or change of the Plan would:

(A) fix typographical errors or clarify existing provisions of the Plan that do not have the effect of altering the scope, nature and intent of such provisions; or

(B) subject to prior Exchange approval and Exchange confirmation that such amendment or modification can be made without shareholder approval:

(1) be necessary to ensure compliance with applicable laws, tax or accounting provisions or the requirements of any regulatory authority or the Exchange; or

(2) be necessary for the Option to qualify for favourable treatment under applicable tax laws.

(b) Subject to shareholder and Exchange approval, the Board may from time to time retroactively amend the Plan and, with the consent of the affected Optionee, retroactively amend the terms and conditions of any Options which have previously been granted.

14. UNITED STATES REQUIREMENTS

(a) No Option will be granted and issued unless the grant and issuance of such Option shall comply with all relevant provisions of applicable United States federal and state securities laws, including the availability of an exemption from registration for the issuance and sale of such Shares. The

Corporation has no obligation to undertake registration under any United States federal or state laws of Options or the Shares issuable upon the exercise of Options.

(b) As a condition to the exercise of an Option, the Board may require the Optionee to make representations and warranties in writing at the time of such exercise in order to establish, to the satisfaction of the Corporation and its legal counsel, that the Shares to be issued on such exercise may legally be issued in compliance with all applicable United States federal and state securities laws. If required by applicable United States federal and state securities laws, a stop-transfer order against such Shares shall be placed on the share ledger books and records of the Corporation, and a legend indicating that the Shares may not be pledged, sold or otherwise transferred unless an opinion of counsel is provided stating that such transfer is not in violation of any applicable law or regulation, shall be stamped on the certificates representing such Shares. The Board also may require such other documentation as they, in their sole discretion, may from time to time determine to be necessary to comply with United States federal and state securities laws.

(c) The Option Certificate in respect of the grant of any Options to Persons who are U.S. Persons, as that term is defined in Rule 902 of Regulation S, will include the following statement:

This Option has not been registered under any U.S. federal or state law and may not be exercised except pursuant to an effective registration statement under the United States Securities Act of 1933, as amended, and all applicable U.S. state securities laws, or pursuant to available exemptions from such registration requirements. In addition, shares issued on exercise of this Option by a U.S. resident will bear a U.S. form of restrictive legend and may not be resold except in compliance with such legend.

(d) No Option granted under the Plan will constitute an Incentive Stock Option as described in Section 422 of the Internal Revenue Code of 1986, as amended.

15. MISCELLANEOUS

If there is a discrepancy between the resolution of the Board authorizing the grant of an Option and the Option Certificate, then the Board's resolution(s) will supersede the Option Certificate and the Option will be as described in the resolution(s) of the Board.

16. SHAREHOLDER APPROVAL

This Plan is subject to the approval of the shareholders of the Corporation yearly at each annual general meeting of the Corporation.

SCHEDULE "A"

[**IF APPLICABLE**: WITHOUT PRIOR WRITTEN APPROVAL OF TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [INSERT DATE]].

[**IF US Optionee**: THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF ARCUS DEVELOPMENT GROUP INC. (THE "CORPORATION") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, OR (D) IN COMPLIANCE WITH ANY OTHER AVAILABLE EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA OR ELSEWHERE.]

ARCUS DEVELOPMENT GROUP INC.

(the "Corporation")

STOCK OPTION CERTIFICATE

PURSUANT TO THE 2026 STOCK OPTION PLAN

This stock option certificate (this "**Option Certificate**") is issued pursuant to the provisions of the Corporation's 2026 Stock Option Plan as amended or replaced from time to time (the "**Plan**") and evidences that _____ _____ (the "**Optionee**") is the holder of an option to purchase up to _____ Shares in the Corporation at a purchase price of $_____ per Share.

The Grant Date of this Option is _____.

The Expiry Date is _____, 20_____.

This Option vests on the following terms:

_____ *(insert N/A if no vesting terms)*

Other Restrictions:

1. This Option Certificate and the Option evidenced hereby will expire and terminate on the date which is the earlier of the Expiry Date and the date set out in section 7(a)(ii) of the Plan.

2. Subject to early expiry as described in paragraph 1 above and any vesting conditions, this Option may be exercised from the Grant Date until 4:00 p.m. local time in Vancouver, British Columbia on the Expiry Date, by delivering to the Corporation an Exercise Notice in the form attached as Schedule "B" to the Plan, together with this Option Certificate and a money wire, certified cheque or bank draft payable to Arcus Development Group Inc. in an amount equal to the total Option Price of the Shares in respect of which this Option is being exercised; provided that the Optionee will have satisfied the conditions precedent, if any, to the exercise of the Option set out in the Plan.

3. This Option Certificate and the Option evidenced hereby is not assignable, transferable or negotiable except in accordance with the provisions of the Plan. This Option Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and records of the Corporation will prevail. The Corporation and the Optionee hereby attorn to the jurisdiction of the Courts of British Columbia.

4. The exercise of this Option is subject to the terms and restrictions set out in the Plan. Terms have the meaning as set out in the Plan.

5. By accepting and not returning this Option Certificate within five (5) days of receiving it, the Optionee expressly consents to the disclosure by the Corporation of personal and other information regarding the Optionee to any governmental or other regulatory body (including the TSX Venture Exchange (the "**Exchange**") or such other self-regulatory body or stock exchange having jurisdiction over the Corporation). In addition, the Optionee consents to the collection, use and disclosure of personal or other information by such governmental or other regulatory body (including the Exchange or such other self-regulatory body or stock exchange having jurisdiction over the Corporation) for such purposes as may be identified by such governmental or other regulatory body, from time to time.

6. [**INSERT FOR U.S. OPTIONEES**: This Option has not been registered under any U.S. federal or state law and may not be exercised except pursuant to an effective registration statement under the United States Securities Act of 1933, as amended, and all applicable U.S. state securities laws, or pursuant to available exemptions from such registration requirements. In addition, shares issued on exercise of this Option by a U.S. resident will bear a U.S. form of restrictive legend and may not be resold except in compliance with such legend.]

Dated this _____ day of _____.

ARCUS DEVELOPMENT GROUP INC.

Per:

_____

Authorized Signatory

SCHEDULE "B"

ARCUS DEVELOPMENT GROUP INC.

EXERCISE NOTICE

To: The Board of Directors - Stock Option Plan

ARCUS DEVELOPMENT GROUP INC. (the "Corporation")

The undersigned hereby irrevocably gives notice, pursuant to the Corporation's 2026 Stock Option Plan, of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

(a) all of the Shares; or

(b) _____ of the Shares;

which are the subject of the Option Certificate held by the undersigned evidencing the undersigned's Option to purchase said Shares.

Calculation of total Option Price:

(i) number of Shares to be acquired _____ Shares

(ii) multiplied by the Option Price per Share: $_____

TOTAL OPTION PRICE, enclosed herewith: $_____

1. The undersigned hereby:

(a) tenders herewith a certified cheque, bank draft or wire transfer (circle one) in the amount of $_____ payable to the Corporation in an amount equal to the total Option Price of the aforesaid Shares, as calculated above, and directs the Corporation to issue the share certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address; or

(b) directs the Corporation to deliver the share certificate evidencing said Shares to the undersigned's agent in trust for the undersigned at the address listed below against receipt of a check payable to the Corporation in an amount equal to the total Option Price of the aforesaid Shares, as calculated above.

_____

_____

2. **U.S. Purchaser Certification.** The undersigned hereby represents, warrants and certifies to the Corporation that at the time of exercise (PLEASE CHECK [✓] ONE OF THE FOLLOWING):

A. ☐ The undersigned holder: (i) at the time of exercise of these Options **is not** in the United States; (ii) **is not** a "U.S. person" as defined in Regulation S under the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**") and **is not** exercising these Options on behalf of a "U.S. person"; and (iii) **did not** execute or deliver this Exercise Form in the United States.

OR

B. ☐ The undersigned holder: (i) at the time of exercise of these Options is in the United States; (ii) is a "U.S. person" as defined in Regulation S under the U.S. Securities Act or is exercising these Options on behalf of a "U.S. person" or person in the United States; or (iii) executed or delivered this Exercise Form in the United States.

The undersigned understands that if the box in item (B) above is initialled, then the undersigned hereby confirms and acknowledges that:

(a) the undersigned, at the time of exercise of the Options, has an exemption available from registration under the U.S. Securities Act, and under applicable state securities in order to permit the Corporation to issue Shares underlying the Options to the undersigned;

(b) upon exercise of the Options, the Corporation has no obligation to issue the underlying Shares to the undersigned unless an exemption from registration under the U.S. Securities Act, and under applicable state securities laws is available as determined by the Corporation (in its sole discretion);

(c) the Corporation may require the undersigned to make further representations and warranties (in writing) or provide such other documentation or legal opinions to establish, to the satisfaction of the Corporation (in its sole discretion), that the Shares to be issued on such exercise may legally be issued in compliance with all applicable United States federal and state securities laws.

(d) the Direct Registration System statement(s) or certificate(s) representing the Shares issued upon exercise of the Options will bear a legend restricting transfer without registration under the U.S. Securities Act, and applicable state securities laws unless an exemption from registration is available, in such form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF ARCUS DEVELOPMENT GROUP INC. (THE "CORPORATION") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, OR (D) IN COMPLIANCE WITH ANY OTHER AVAILABLE EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA OR ELSEWHERE.

A NEW CERTIFICATE BEARING NO LEGEND, DELIVERY OF WHICH WILL CONSTITUTE "GOOD DELIVERY", MAY BE OBTAINED FROM THE COMPANY'S TRANSFER AGENT UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE TRANSFER AGENT AND THE COMPANY, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF SEC REGULATION S UNDER THE U.S. SECURITIES ACT AND APPLICABLE FOREIGN LAW."

(e) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of purchasing the Shares;

(f) it is receiving the Shares for its own account for investment purposes only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Shares in the United States; provided, however, that the undersigned may sell or otherwise dispose of any of the Shares pursuant to registration thereof pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements:

(g) it has had access to such financial and other information as it deems necessary in connection with its decision to exercise the Options and purchase the Shares;

(h) it is not purchasing the Shares as a result of any general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and

(i) the Corporation will rely upon its confirmations, acknowledgements and agreements set forth herein, and the undersigned agrees to notify the Corporation promptly in writing if any of its representations or warranties herein ceases to be accurate or complete.

DATED the _____ day of _____.

_____	_____
Signature of Witness	Signature of Optionee
_____	_____
Name of Witness (please print)	Name of Optionee (please print)

APPENDIX C
INTERIM ORDER

[Please see attached]

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
JUL 23 2026
ENTERED

No. S-265437
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTIONS 288 TO 299 OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, C.57, AS AMENDED

- and -

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
ARCUS DEVELOPMENT GROUP INC. AND CORE SILVER CORP.

ARCUS DEVELOPMENT GROUP INC.

PETITIONER

INTERIM ORDER MADE AFTER APPLICATION

BEFORE	)	ASSOCIATE JUDGE PEUL	)	July 23, 2026

ON THE APPLICATION of the Petitioner, Arcus Development Group Inc. ("**Arcus**" or the "**Company**"), without notice, for an interim order under Section 291 of the British Columbia *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**") in connection with an arrangement under Section 288 of the BCBCA, coming on for hearing at the Courthouse at 800 Smithe Street, Vancouver, British Columbia on July 23, 2026, and on hearing Alexandra Chipperfield, counsel for Arcus, and upon reading the Affidavit #1 of Darryl Jones made on July 20, 2026 (the "**Jones Affidavit**"), and UPON BEING ADVISED that it is the intention of the parties to rely upon Section 3(a)(10) of the United States *Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), as a basis for an exemption from the registration requirements thereof with respect to the issuance and exchange of securities under the proposed Plan of Arrangement (as defined herein);

THIS COURT ORDERS that:

1. Unless otherwise specified, capitalized terms in this Interim Order Made After Application (the "**Interim Order**") will have the same meaning as set out in the draft notice of annual general and special meeting (the "**Notice**") and the accompanying draft management

information circular of Arcus (the "**Information Circular**"), which are attached as Exhibit "B" to the Jones Affidavit.

SPECIAL MEETING

2. Pursuant to Section 291(2)(b)(i) and Section 289(1)(a)(i) and (e) of the BCBCA, Arcus is authorized and directed to call, hold and conduct an annual general and special meeting (the "**Meeting**") of the holders (the "**Arcus Shareholders**") of common shares in the capital of Arcus (the "**Arcus Shares**") to be held on August 25, 2026 commencing at 10:00 a.m. (Vancouver time) at Suite 2501, 550 Burrard Street, Vancouver, British Columbia, V6C 2B5 to, among other things:

   (a) consider and, if deemed appropriate, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**"), a draft of which is attached as Appendix "A" to the Information Circular, approving and adopting in accordance with Section 289(1)(a)(i) and (e) of the BCBCA an arrangement under Section 288 of the BCBCA (the "**Arrangement**") substantially as contemplated in the plan of arrangement attached as Schedule "A" to the draft Final Order and Appendix "E" to the Information Circular (the "**Plan of Arrangement**"); and

   (b) to act upon such other matters as may properly come before the Meeting or any adjournment(s) or postponement(s) thereof.

3. The Meeting shall be called, held and conducted in accordance with the BCBCA, the Notice, the Information Circular, the articles of Arcus and applicable securities laws, subject to the terms of this Interim Order and any further order of this Court, and the rulings and directions of the chair of the Meeting (the "**Chair**"), such rulings and directions not to be inconsistent with this Interim Order, and to the extent of any inconsistency, this Interim Order shall govern.

ADJOURNMENTS AND POSTPONEMENTS

4. Notwithstanding the provisions of the BCBCA and the articles of Arcus, and subject to the terms of the Arrangement Agreement, the board of directors of Arcus (the "**Arcus Board**") by resolution shall be entitled to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first obtaining any vote of the Arcus Shareholders respecting the adjournment or postponement, and without the need for approval of this Court. Arcus shall provide notice of any such adjournment or postponement by press release, newspaper advertisement or notice sent to the Arcus Shareholders by one of the methods specified in Paragraph 10 of this Interim Order, as determined to be the most appropriate method of communication by the Arcus Board.

AMENDMENTS TO THE ARRANGEMENT AND PLAN OF ARRANGEMENT

5. Arcus is authorized to make, in the manner contemplated by and subject to the Arrangement Agreement (the "**Arrangement Agreement**") dated July 9, 2026 between Arcus and Core Silver Corp. ("**Core Silver**"), such amendments, modifications or supplements to the Arrangement, the Plan of Arrangement, the Arrangement Agreement, the Notice and the Information Circular as it may determine without any additional notice to or authorization of the Arcus Shareholders or further orders of this Court. The Arrangement, the Plan of Arrangement, the Arrangement Agreement, the Notice and the Information Circular as so amended, modified or supplemented, shall be the Arrangement, the Plan of Arrangement, the Arrangement Agreement, the Notice and the Information Circular to be submitted to Arcus Shareholders at the Meeting, as applicable, and the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Court at the hearing for the final approval of the Arrangement.

6. If any amendments, modifications or supplements to the Arrangement or Plan of Arrangement are made prior to the Meeting and would, if disclosed, reasonably be expected to affect an Arcus Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Court, by press release, newspaper advertisement, first class mail, or by notice sent to the Arcus Shareholders by any of the means set forth in Paragraph 10 of this Interim Order, by the method most reasonably practicable in the circumstances, as Arcus may determine.

RECORD DATE

7. The record date for determining the Arcus Shareholders entitled to receive the Notice, the Information Circular (which shall include the Notice of Hearing of Petition), and the form of proxy or voting instruction form for use at the Meeting (collectively, the "**Meeting Materials**") is the close of business (Vancouver time) on July 20, 2026 (the "**Record Date**").

8. The Record Date will not change in respect of any adjournments or postponements of the Meeting.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

9. The Information Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 290(1)(a) of the BCBCA, and Arcus shall not be required to send to the Arcus Shareholders any other or additional statement pursuant to Section 290(1)(a) of the BCBCA.

10. The Meeting Materials, with such amendments or additional documents as counsel for Arcus may advise are necessary or desirable, and as are not inconsistent with the terms of this Interim Order, shall be made available:

(a) to registered Arcus Shareholders, determined as at the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or delivery, by prepaid ordinary mail or by delivery in person or by recognized courier service, addressed to the registered Arcus Shareholder at its address as it appears in the Arcus central securities register as at the Record Date;

(b) to non-registered Arcus Shareholders (those whose names do not appear in the central securities register of Arcus) as of the Record Date, in accordance with National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators ("**NI-54-101**") at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing or delivery, by providing the requisite number of copies of the Meeting Materials to intermediaries and registered nominees to facilitate the distribution of the Meeting Materials to the non-registered Arcus Shareholders in accordance with NI-41-101;

(c) at any time by email or facsimile transmission to any Arcus Shareholder, determined as of the Record Date, who identifies himself or herself to the satisfaction of Arcus (acting through its representative), who requests such email or facsimile transmission; and

(d) to the directors and auditor of Arcus by prepaid ordinary mail or by delivery in person or by recognized courier service or by email or facsimile transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of mailing, delivery or transmission,

and substantial compliance with this Paragraph shall constitute good and sufficient notice of the Meeting.

11. Accidental failure of or omission by Arcus to give notice to any one or more Arcus Shareholder(s), or the non-receipt of such notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Arcus (including, without limitation, any inability to use postal services) shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of Arcus, then it shall use commercially reasonable efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

12. No other form of service of the Meeting Materials or any portion thereof need be made or notice given or other material served in respect of these proceedings or the Meeting, except as may be directed by a further order of this Court. Provided that notice of the Meeting and the provision of the Meeting Materials to the Arcus Shareholders takes place in compliance with this Interim Order, the requirement of Section 290(1)(b) of the BCBCA to include certain disclosure in any advertisement of the Meeting is waived.

DEEMED RECEIPT OF NOTICE

13. The Meeting Materials and any amendments, modifications, updates or supplements to the Meeting Materials and any notice of adjournment or postponement of the Meeting, shall be deemed to have been received:

(a) in the case of mailing, at the time specified at Section 6 of the BCBCA;

(b) in the case of delivery in person, upon receipt thereof at the intended recipient's address or, in the case of delivery by courier, one (1) business day after receipt by the courier;

(c) in the case of transmission by email or facsimile, upon the transmission thereof;

(d) in the case of advertisement, at the time of publication of the advertisement;

(e) in the case of electronic filing on SEDAR+, upon receipt by Arcus from SEDAR+ of confirmation of filing; and

(f) in the case of non-registered Arcus Shareholders, three (3) business days after delivery thereof to intermediaries and registered nominees.

AMENDMENTS TO MEETING MATERIALS

14. The Petitioner is authorized to make such amendments, revisions, or supplements to the Meeting Materials as it may determine and the Meeting Materials, as so amended, revised, or supplemented, shall be the Meeting Materials to be distributed in accordance with Paragraph 10 of this Interim Order.

UPDATING MEETING MATERIALS

15. Notice of any amendments, modifications, updates or supplements to any of the information provided in the Meeting Materials may be communicated, at any time prior to the Meeting, to the Arcus Shareholders, the directors and auditor, by press release, newspaper advertisement or by notice sent by any of the means set forth in Paragraph 10 of

this Interim Order, as determined to be the most appropriate method of communication by the Arcus Board.

PERMITTED ATTENDEES

16. The only persons entitled to attend the Meeting shall be:

(a) the registered Arcus Shareholders, as of the Record Date, or their respective proxyholders;

(b) directors, officers, auditors and advisors of Arcus;

(c) directors, officers, auditors and advisors of Core Silver; and

(d) other persons with the permission of the Chair of the Meeting;

and the only persons entitled to vote at the Meeting shall be the Arcus Shareholders as of the Record Date.

SOLICITATION OF PROXIES

17. Arcus is authorized to use the form of proxy in substantially the same form as is attached as Exhibit "D" to the Jones Affidavit, subject to Arcus' ability to insert dates and other relevant information in the final form thereof, as well as a voting instruction form for non-registered Arcus Shareholders, and to make other non-substantive changes and changes legal counsel advise are necessary or appropriate.

18. Arcus is authorized, at its sole expense, to solicit proxies directly and through its officers, directors and employees, and through such agents or representatives as it may retain for that purpose and by mail, telephone or such other form of personal or electronic communication as it may determine.

19. The procedures for the use of proxies at the Meeting and revocation of proxies shall be as set out in the Notice and the Information Circular.

20. Arcus may in its discretion generally waive the time limits for the deposit of proxies by Arcus Shareholders if Arcus deems it advisable to do so, such waiver to be endorsed on the proxy by the initials of the Chair of the Meeting.

QUORUM AND VOTING

21. At the Meeting, the votes shall be taken on the following bases:

(a) each registered Arcus Shareholder whose name is entered on the central securities register of Arcus as of the Record Date is entitled to one (1) vote for each Arcus Share held as at the Record Date; and

(b) the requisite approval required to pass the Arrangement Resolution shall be the affirmative vote of at least two-thirds of the votes cast by Arcus Shareholders at the Meeting present in person or represented by proxy entitled to vote on the Arrangement Resolution (excluding from the count of total votes cast any spoiled, illegible and/or defective ballots and abstentions).

22. The quorum for the transaction of business at the Meeting shall be one person who is an Arcus Shareholder, or who is otherwise permitted to vote Arcus Shares at the Meeting pursuant to the articles, present in person or by proxy.

SCRUTINEER

23. The scrutineer for the Meeting shall be a representative of Computershare Investor Services Inc. or such other person as may be appointed at the Meeting. The duties of the scrutineer shall include:

(a) reviewing and reporting to the Chair on the deposit and validity of proxies;

(b) reporting to the Chair on the quorum of the Meeting;

(c) reporting to the Chair on the polls taken or ballots cast, if any, at the Meeting; and

(d) providing to Arcus and the Chair written reports on matters related to their duties.

DISSENT RIGHTS

24. Each Registered Arcus Shareholder as at the Record Date shall have the right to dissent in respect of the Arrangement Resolution in accordance with the provisions of Division 2 of Part 8 of the BCBCA, as modified by the terms of this Interim Order, the Final Order and the Plan of Arrangement. Only Registered Arcus Shareholders may dissent. The holders of Company Convertible Securities, being Company Option and Company Warrants, will not have a right to dissent in respect of their Company Convertible Securities.

25. In order for a Registered Arcus Shareholder to exercise such right of dissent under Division 2 of Part 8 of the BCBCA, a dissenting Registered Arcus Shareholder must provide written notice of dissent (a "**Dissent Notice**") contemplated by Section 242 of the BCBCA which must be received by Arcus, in the manner set out below, not later than 4:30 p.m. (Vancouver time) on the business day that is at least two (2) business days before the date of the Meeting. All notices of dissent to the Arrangement pursuant to Section 242 of the

BCBCA should be delivered by mail to Arcus, c/o Cozen O'Connor LLP, Bentall 5, 550 Burrard Street, Suite 2501, Vancouver, BC V6C 2B5, Attention: Brian Fast, with a copy by email to bfast@cozen.com, and:

(a) a dissenting Registered Arcus Shareholder shall not have voted his, her, or its Arcus Shares at the Meeting, either by proxy or in person, in favour of the Arrangement Resolution;

(b) a vote against the Arrangement Resolution or an abstention shall not constitute the Dissent Notice required under Paragraph 25 of this Interim Order;

(c) a dissenting Registered Arcus Shareholder may not exercise rights of dissent in respect of only a portion of such dissenting Registered Arcus Shareholder's Arcus Shares but rather shall dissent only with respect to all of the Arcus Shares held by such person; and

(d) the exercise of such right of dissent must otherwise comply with the requirements of Division 2 of Part 8 of the BCBCA, as modified by this Interim Order.

26. Subject to further order of this Court, the rights available to the Registered Arcus Shareholders under the BCBCA, this Interim Order and the Plan of Arrangement to dissent in respect of the Arrangement Resolution shall constitute full and sufficient rights of dissent for the Arcus Shareholders with respect to the Arrangement Resolution.

27. Notice to the Registered Arcus Shareholders of their right of dissent with respect to the Arrangement Resolution and to receive, subject to the provisions of the BCBCA and the Arrangement, the fair value of their Arcus Shares shall be given by including information with respect to such right of dissent in the Information Circular to be sent to the Registered Arcus Shareholders in accordance with this Interim Order.

APPLICATION FOR FINAL ORDER

28. Arcus shall include in the Meeting Materials, when sent in accordance with Paragraph 10 of this Interim Order, a copy of the Notice of Petition in substantially the form attached as Exhibit "C" to the Jones Affidavit, and the text of this Interim Order (collectively, the "**Court Materials**"), and such Court Materials shall be deemed to have been served at the times specified in accordance with Paragraphs 10 and/or 14 of this Interim Order, whether such persons reside within British Columbia or within another jurisdiction.

29. The form of Notice of Petition attached as Exhibit "C" to the Jones Affidavit is hereby approved as the form of notice for the hearing of the application for the Final Order.

30. Subject to any ruling of the Court hearing the application for the Final Order, the persons entitled to appear and be heard at any hearing to sanction and approve the Arrangement, shall be only:

(a) Arcus;

(b) Core Silver; and

(c) other persons who have served and filed a Response to Petition and have otherwise complied with the *Supreme Court Civil Rules* and Paragraph 32 of this Interim Order.

31. Upon approval, with or without variation, by the Arcus Shareholders of the Arrangement, in the manner set forth in this Interim Order, the Petitioner may apply to this Court (the "**Application**") for, *inter alia*, an Order:

(a) pursuant to Section 291(4)(a) of the BCBCA approving the Arrangement and its terms and conditions;

(b) pursuant to Section 291(4)(c) of the BCBCA declaring that the terms and conditions of the Arrangement, and the exchange of securities to be effected by completion of the Arrangement, are substantively and procedurally fair and reasonable;

(c) pursuant to Section 297 of the BCBCA that the Arrangement shall be binding on the Petitioner, the Arcus Shareholders and other affected parties upon taking effect; and

(d) pursuant to Sections 291, 292 and 296 of the BCBCA that the Arrangement shall take effect as of the Effective Time

(collectively, the "**Final Order**"),

and the hearing of the Application will be held on August 28, 2026 at 9:45 a.m. (Vancouver time) or as soon thereafter as the Application can be heard or at such other date and time as this Court may direct, at the Courthouse at 800 Smithe Street, Vancouver, British Columbia or as the Court may direct.

32. Any Arcus Shareholder, director, auditor, or other interested party with leave of the Court, desiring to support or oppose the application has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order. Any such person seeking to appear at the hearing of the application for the Final Order shall:

(a) file a Response to Petition, in the form prescribed by the *Supreme Court Civil Rules*, with this Court; and

(b) serve the filed Response to Petition, together with a copy of any additional affidavits and other materials on which the person intends to rely at the hearing for the Final Order on the Petitioner's solicitors at:

Cozen O'Connor LLP
Bentall 5
550 Burrard Street, Suite 2501
Vancouver, B.C. V6C 2B5
Attention: Alexandra Chipperfield
Email: MChipperfield@cozen.com

by or before 4:00 p.m. (Vancouver time) ~~two (2) business~~ one days immediately preceding the day on which the Final Order is scheduled to be heard or such other date as the Court may order.

33. Sending the Meeting Materials and the Interim Order in accordance with Paragraph 10 of this Interim Order shall:

(a) constitute good and sufficient service of the within proceedings and no other form of service need be made and no other material need be served on such persons in respect of these proceedings and that service of the affidavits in support is dispensed with; and

(b) to the extent necessary, shorten the time-period provided in the *Supreme Court Civil Rules* for filing a Response to Petition and for delivery of a Notice of Hearing of this Petition for final order.

34. The Petitioner shall be at liberty to give notice of this proceeding to persons outside the jurisdiction of this Court in the manner specified herein.

35. The only persons entitled to receive notice of any further proceedings herein, including any hearing to sanction or approve the Arrangement, and to appear and be heard thereon, shall be the Petitioner's solicitors and any persons who have delivered a Response to Petition in accordance with this Interim Order.

36. In the event that the hearing for the Final Order is adjourned, only those persons who have filed and served a Response to Petition in accordance with this Interim Order need be provided notice of materials filed in this proceeding and the adjourned hearing date.

VARIANCE

37. The Petitioner shall be entitled, at any time, to apply to vary this Interim Order and apply for such other orders as may be necessary or appropriate.

38. Rules 8-1 and 16-1 (3), (7)-(12) of the *Supreme Court Civil Rules* will not apply to any further applications in respect of this proceeding, including the application for the Final Order and any application to vary this Interim Order.

39. To the extent of any inconsistency or discrepancy between this Interim Order and the Information Circular, the BCBCA, applicable Securities Laws or notice of articles and articles of the Arcus, this Interim Order shall govern.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of Counsel for Petitioner
Alexandra Chipperfield

By the Court

Registrar

CHECKED

APPENDIX D
NOTICE OF HEARING OF PETITION

[Please see attached]

No. S-265437
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTIONS 288 TO 299 OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT,* S.B.C. 2002, C.57, AS AMENDED

- and -

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
ARCUS DEVELOPMENT GROUP INC. AND CORE SILVER CORP.

ARCUS DEVELOPMENT GROUP INC.

PETITIONER

NOTICE OF PETITION

TO: The holders (the "**Arcus Shareholders**") of common shares (the "**Arcus Shares**") in the authorized capital of Arcus Development Group Inc. ("**Arcus**")

AND TO: Core Silver Corp.

NOTICE IS HEREBY GIVEN that a Petition to the Court has been filed by Arcus in the Supreme Court of British Columbia for approval, pursuant to section 291 of the *Business Corporations Act*, S.B.C. 2002 c. 57 and amendments thereto, of an arrangement contemplated in the Arrangement Agreement dated July 9, 2026, involving Arcus and Core Silver Corp. (the "**Arrangement**").

NOTICE IS FURTHER GIVEN that by Order of the Supreme Court of British Columbia, dated July 23, 2026, the Court has given directions by means of an Interim Order (the "**Interim Order**") on the calling of an annual general and special meeting (the "**Meeting**") of the Arcus Shareholders for the purpose of, among other things, considering and voting upon the special resolution to approve the Arrangement.

NOTICE IS FURTHER GIVEN that if the Arrangement is approved at the Meeting, Arcus intends to apply to the Supreme Court of British Columbia for a final order (the "**Final Order**") approving the Arrangement and declaring it to be fair and reasonable, which application will be heard at the courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, or as the Court may direct, on August 28, 2026 at 9:45 a.m. (Pacific Time) or so soon thereafter as counsel may be heard or at such other date and time as the Court may direct.

NOTICE IS FURTHER GIVEN that the Final Order approving the Arrangement will, if made, serve as the basis of an exemption from the registration requirements of the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof with respect to securities issued under the Arrangement.

IF YOU WISH TO BE HEARD AT THE HEARING OF THE APPLICATION FOR THE FINAL ORDER OR WISH TO BE NOTIFIED OF ANY FURTHER PROCEEDINGS, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing a form entitled "Response to Petition" together with any evidence or materials which you intend to present to the Court at the Vancouver Registry of the Supreme Court of British Columbia and YOU MUST ALSO DELIVER a copy of the Response to Petition and any other evidence or materials to Arcus' address for delivery, which is set out below, on or before 4:00 p.m. (Pacific Time) on August 27, 2026, or the last day before the hearing of the application or such other date as the Court may order.

YOU OR YOUR SOLICITOR may file the Response to Petition. You may obtain a form of Response to Petition at the Registry. The address of the Registry is 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

IF YOU DO NOT FILE A RESPONSE TO PETITION AND ATTEND EITHER IN PERSON OR BY COUNSEL at the time of the hearing of the application for the Final Order, the Court may approve the Arrangement, as presented, or may approve it subject to such terms and conditions as the Court deems fit, all without further notice to you. If the Arrangement is approved, it will affect the rights of the Arcus Shareholders.

A copy of the Petition to the Court and the other documents that were filed in support of the Interim Order and will be filed in support of the Final Order will be provided to any Arcus Shareholder upon request in writing addressed to the solicitors of the Petitioner at the address for delivery set out below.

The Petitioner's address for delivery is:

Cozen O'Connor LLP
Bentall 5, 550 Burrard St
Suite 2501
Vancouver, BC V6C 2B5
Attn: Alexandra Chipperfield
Email: mchipperfield@cozen.com

DATED this 23rd day of July, 2026

/s/ Alexandra Chipperfield
Counsel for the Petitioner,
Arcus Development Group Inc.
Alexandra Chipperfield

APPENDIX E
PLAN OF ARRANGEMENT

[Please see attached]

PLAN OF ARRANGEMENT

UNDER SECTION 288 OF THE
***BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined have the meanings ascribed thereto in the Arrangement Agreement and the following terms have the following meanings (and grammatical variations of such terms have corresponding meanings):

(a) "**Arrangement Agreement**" means the arrangement agreement dated as of July 9, 2026 between Acquiror and Company, as amended, amended and restated or supplemented in accordance with its terms prior to the Effective Date;

(b) "**Book-Entry Shares**" shall mean non-certificated shares represented by book-entry;

(c) "**Company Dissenting Shareholder**" means a registered holder of Company Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Rights and who is ultimately entitled to be paid fair value for their Company Shares, but only in respect of Company Shares in respect of which Dissent Rights are validly exercised and not withdrawn or deemed to have been withdrawn by such holder;

(d) "**Consideration**" means one Acquiror Share for each one Company Share;

(e) "**Dissent Rights**" has the meaning ascribed thereto in Section 4.1;

(f) "**final proscription date**" has the meaning ascribed thereto in Section 5.5;

(g) "**Former Company Shareholders**" means the persons which held Company Shares immediately prior to the Effective Time, other than any Company Dissenting Shareholder properly exercising Dissent Rights, the Acquiror, and any other affiliate of Acquiror;

(h) "**Liability**" means, in respect of any person, any debt, liability or obligation of any kind or nature whatsoever, including: (i) any right against such person to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; (ii) any right against such person to an equitable remedy for breach of performance, whether or not such right to any equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured; and (iii) any obligation of such person for the performance of any covenant or agreement (whether for the payment of money or otherwise); and

(i) "**U.S. Tax Code**" means the *United States Internal Revenue Code of 1986*, as amended.

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and *vice versa,* words importing the use of any gender shall include all genders and neuter and the word person and words importing persons shall include a natural person, firm, trust, partnership, association,

corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder is not a business day, such action shall be required to be taken on the next succeeding day which is a business day. Time shall be of the essence in every matter or action contemplated under this Plan of Arrangement.

1.5 Statutory References

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Currency

All references to dollars or to $ are references to Canadian dollars. In the event that that any amounts are required to be converted from a foreign currency to Canadian dollars or vice versa, such amounts shall be converted using the most recent closing exchange rate of The Bank of Canada available before the relevant calculation date.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

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

2.2 Binding Effect

The Arrangement shall, without any further act of formality required on the part of any person, become effective at and after the Effective Time and shall be binding at or after the times referred to in Section 3.1 upon: (a) Company; (b) Acquiror; (c) the Company Shareholders (including Company Dissenting Shareholders); (d) any transfer agent of the Company; (e) the Depositary; and (f) all other persons, and in each case their respective agents, heirs, executors, administrators and other legal representatives, successors and assigns.

ARTICLE 3
ARRANGEMENT

3.1 Arrangement

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the order set out below without any further authorization, act or formality:

(a) each Company Share held by a Company Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all Liens, to the Acquiror, and the Company shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 hereof, and:

(i) the name of such Company Dissenting Shareholder shall be removed from the central securities register of the Company Shares maintained by or on behalf of Company as a holder of Company Shares and the Acquiror shall be recorded as the registered holder of the Company Shares so transferred and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens; and

(ii) such Company Dissenting Shareholders will cease to have any rights as Company Shareholders other than the right to be paid the fair value for their Company Shares by the Company;

(b) each Company Share outstanding immediately prior to the Effective Time (other than Company Shares held by Company Dissenting Shareholders) shall be transferred by the holders thereof to the Acquiror in exchange for the Consideration, without any further act or formality on its part, free and clear of all liens, and:

(i) the name of such Company Shareholder shall be removed from the central securities register of the Company Shares maintained by or on behalf of the Company as a holder of Company Shares and added to the central securities register of the Acquiror Shares as a holder of Acquiror Shares, and

(ii) the Acquiror shall be recorded as the registered holder of the Company Shares so exchanged and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens.

The exchanges and cancellations provided for in this Section 3.1 will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date.

3.2 Post-Effective Time Procedures

On the Effective Date, Acquiror shall deliver or arrange to be delivered to the Depositary certificates or their electronic equivalent representing the Acquiror Shares required to be issued to Former Company Shareholders in accordance with the provisions of Section 3.1 hereof, which certificates shall be held by the Depositary as agent and nominee for such Former Company Shareholders for distribution to such Former Company Shareholders in accordance with the provisions of Article 5 hereof.

3.3 No Fractional Acquiror Shares and Rounding of Cash Consideration

No fractional Acquiror Shares shall be issued to Former Company Shareholders. The number of Acquiror Shares to be issued to Former Company Shareholders shall be rounded down to the nearest whole number of Acquiror Shares in accordance with the BCBCA (with no compensation in lieu of such fractional share) in the event that a Former Company Shareholder is entitled to a fractional share.

3.4 U.S. Securities Laws

The Arrangement shall be structured such that, assuming the Final Order is obtained, the issuance of securities under the Arrangement is expected to not require registration under the U.S. Securities Act, and the rules and regulations promulgated thereunder, in reliance on the Section 3(a)(10) Exemption.

ARTICLE 4
DISSENT RIGHTS

4.1 Dissent Rights

(a) Registered holders of Company Shares may exercise rights of dissent under Division 2 of Part 8 of the BCBCA, as modified by this Article 4, the Interim Order and the Final Order ("**Dissent Rights**"), with respect to Company Shares in connection with the Arrangement, provided that the written notice of dissent to the Company Arrangement Resolution contemplated by section 242 of the BCBCA must be received by the Company not later than 5:00 p.m. (Vancouver time) two business days immediately preceding the date of the Company Meeting or any date to which the Company Meeting may be postponed or adjourned.

(b) Company Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Company Shares held by them to the Acquiror as provided in Section 3.1(a), and if they:

(iii) are ultimately entitled to be paid fair value for such Company Shares, shall be entitled to be paid the fair value of such Company Shares by the Company, which fair value, notwithstanding anything to the contrary in section 242 of the BCBCA, shall be determined as of the close of business on the day before the Company Arrangement Resolution was adopted and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares; or

(iv) are ultimately not entitled, for any reason, to be paid the fair value for such Company Shares, shall be deemed to have participated in the Arrangement on the same basis as Company Shareholders who have not exercised Dissent Rights in respect of such Company Shares and shall be entitled to receive the Consideration to which Company Shareholders who have not exercised Dissent Rights are entitled under Section 3.1(b).

4.2 Recognition of Dissenting Shareholders

(a) In addition to any other restrictions set forth in the BCBCA, none of the following shall be entitled to exercise Dissent Rights: (i) Company Option Holders; (ii) Company Warrant Holders; and (iii) Company Shareholders who vote, or have instructed a proxyholder to vote, their Company Shares in favour of the Company Arrangement Resolution.

(b) In no case shall the Acquiror, the Company, the Depositary, the registrar and transfer agent in respect of the Company Shares or any other person be required to recognize Company Shareholders who purport to exercise Dissent Rights as holders of Company Shares after the time that is immediately prior to the Effective Time, and the names of such Company Shareholders who exercise Dissent Rights shall be deleted from the central securities register as holders Company Shares at the Effective Time.

(c) In no case shall the Acquiror, the Company or any other person be required to recognize a person exercising Dissent Rights, unless such person was, as applicable, the registered holder of those Company Shares on the record date for the Company Meeting in respect of which such Dissent Rights are sought to be exercised.

ARTICLE 5
DELIVERY OF ACQUIROR SHARES

5.1 Delivery of Acquiror Shares

(a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Company Shares that were exchanged for Acquiror Shares in accordance with Section 3.1 hereof, together with such other documents and instruments as would have been required to effect the transfer of such Company Shares formerly represented by such certificate under the BCBCA and the articles of Company and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate representing the Acquiror Shares that such holder is entitled to receive in accordance with Section 3.1 hereof. Upon receipt of a customary "agent's message" by the Depositary with respect to Book-Entry Shares that were exchanged for Acquiror Shares in accordance with Section 3.1, together with such other documents and instruments as would have been required to effect the transfer of such Company Shares formerly represented by such certificate under the BCBCA and the articles of Company and such additional documents and instruments as the Depositary may reasonably require, and the Depositary shall deliver to such holder following the Effective Time, the Acquiror Shares that such holder is entitled to receive in accordance with Section 3.1 hereof.

(b) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.1(a) hereof, each certificate that immediately prior to the Effective Time represented one or more Company Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the Acquiror Shares in accordance with Section 3.1 hereof.

5.2 Lost Certificates

In the event any certificate, that immediately prior to the Effective Time represented one or more outstanding Company Shares that were exchanged for Acquiror Shares in accordance with Section 3.1 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing the Acquiror Shares that such holder is entitled to receive in accordance with Section 3.1 hereof. When authorizing such delivery of a certificate representing the Acquiror Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, such holder shall, as a condition precedent to the delivery of such Acquiror Shares, give a bond satisfactory to Acquiror and the Depositary in such amount as Acquiror and the Depositary may direct, or otherwise indemnify Acquiror and the Depositary in a manner satisfactory to Acquiror and the Depositary, against any claim that may be made against Acquiror or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of Company.

5.3 Distributions with Respect to Certificates not Surrendered

No dividend or other distribution declared or made after the Effective Time with respect to Acquiror Shares with a record date after the Effective Time shall be delivered to the holder of any certificate that has not been surrendered by the holder thereof and that, immediately prior to the Effective Time, represented outstanding Company Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.1 or Section 5.2 hereof. Subject to applicable Law and to Section 5.4 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Acquiror Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Acquiror Shares.

5.4 Withholding Rights

Company, Acquiror and the Depositary, as applicable, shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any person hereunder and from all dividends or other distributions otherwise payable to any Former Company Shareholders under this Plan of Arrangement (including any payment to Company Dissenting Shareholders) such amounts as Company, Acquiror or the Depositary may be required or permitted to deduct and withhold therefrom under any provision of applicable Laws in respect of Tax, including under the Tax Act, the U.S. Tax Code, and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise is required to be so deducted and withheld by Company, Acquiror or the Depositary, as the case may be. For the purposes hereof, to the extent that such amounts are so deducted and withheld, all such deducted or withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person to whom such amounts would otherwise have been paid hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity by or on behalf of Company, Acquiror or the Depositary, as the case may be. To the extent necessary, such deductions and withholdings may be effected by selling any Acquiror Shares to which any such person may otherwise be entitled under this Plan of Arrangement on behalf of such person to satisfy such person's tax liability, and any amount remaining following the sale, deduction and remittance shall be paid to the person entitled thereto as soon as reasonably practicable.

5.5 Limitation and Proscription

To the extent that a Former Company Shareholder shall not have complied with the provisions of Section 5.1 or Section 5.2 hereof on or before the date that is six years after the Effective Date (the "**final proscription date**"), then the Acquiror Shares that such Former Company Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the certificates representing such Acquiror Shares shall be delivered to Acquiror by the Depositary and the share certificates shall be cancelled by Acquiror, and the interest of the Former Company Shareholder in such Acquiror Shares to which it was entitled shall be terminated as of such final proscription date. Any payment made by way of cheque pursuant to this Plan of Arrangement that remains unclaimed on or before the final proscription date and any right or claim to payment under this Plan of Arrangement that remains outstanding on the final proscription date shall cease to represent a right or claim of any kind or nature and the right of any affected security holder to receive the consideration for any affected securities pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Acquiror (or the Company, as applicable) for no consideration.

5.6 No Additional Consideration

No Former Company Shareholder shall be entitled to receive any consideration or entitlement with respect to any Company Shares, other than any consideration or entitlement to which such holder is entitled to receive in accordance with Section 3.1 and the other terms of this Plan of Arrangement and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

5.7 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all rights related to Company Shares issued and outstanding immediately prior to the Effective Time; (b) the rights and obligations of Company, Acquiror, the Company Shareholders (including Company Dissenting Shareholders), any transfer agent therefor, and the Depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement; and (c) all actions, causes of action, claims or proceedings (actual or contingent and

whether or not previously asserted) based on or in any way relating to any Company Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 6
AMENDMENTS

6.1 Amendments to Plan of Arrangement

(a) Company and Acquiror reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be: (i) set out in writing; (ii) agreed to in writing by Company and Acquiror; (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and; (iv) communicated to holders or former holders of Company Shares, Company Options and Company Warrants if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Company at any time prior to the Company Meeting provided that Acquiror shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the persons voting at the Company Meeting (other than as may be required under the Interim Order), as applicable, shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Company Meeting shall be effective only if: (i) it is consented to in writing by each of Company and Acquiror; and (ii) if required by the Court, it is consented to by Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Acquiror provided that it concerns a matter which, in the reasonable opinion of Acquiror, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to any Former Company Shareholder.

6.2 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

APPENDIX F
FAIRNESS OPINION OF EVANS & EVANS

[Please see attached]

EVANS & EVANS, INC.

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VANCOUVER, BRITISH COLUMBIA
CANADA V7X 1M8

19TH FLOOR, 700 2ND STREET SW
CALGARY, ALBERTA
CANADA T2P 2W2

357 BAY STREET
TORONTO, ONTARIO
CANADA M5H 4A6

July 9, 2026

ARCUS DEVELOPMENT GROUP INC.
Suite 402, 905 West Pender Street
Vancouver, British Columbia V6C 1L6

Attention: Special Committee of the Board of Directors

Dear Sirs:

Subject: Fairness Opinion

1.0 Introduction

1.01 Evans & Evans, Inc. ("Evans & Evans" or the "authors of the Opinion") was engaged by the Special Committee (the "Committee") of the Board of Directors (the "Board") of Arcus Development Group Inc. ("Arcus" or the "Company") to prepare a Fairness Opinion (the "Opinion") with respect to the proposed amalgamation (the "Proposed Transaction") with Core Silver Corp. ("Core Silver" or the "Purchaser" and together with Arcus the "Companies"). The Proposed Transaction is summarized in section 1.05 of this Opinion.

Arcus is a junior mineral exploration company whose shares are listed for trading on the TSX Venture Exchange ("TSXV") under the symbol "ADG". Core Silver is a Canadian mineral exploration company whose shares are listed for trading on the Canadian Securities Exchange ("CSE" and together with the TSXV, the "Exchanges") under the symbol "CC".

Evans & Evans has been requested by the Committee to prepare the Opinion to provide an independent opinion as to the fairness of the Proposed Transaction, from a financial point of view to the shareholders of Arcus (the "Arcus Shareholders").

1.02 Unless otherwise noted, all monetary amounts referenced herein are Canadian dollars.

1.03 Arcus was incorporated in British Columbia, Canada on June 6, 2006. Arcus is a mineral exploration and development company engaged in the business of acquiring and exploring mineral properties with the aim of discovering commercially exploitable deposits of minerals. Arcus currently holds a 100% interest in one early-stage gold mineral exploration property in the Yukon Territory, Canada referred to as the "Touleary Project". The following description of Touleary Project was derived from Arcus disclosure documents.

Touleary Project

Arcus holds a 100% interest in the Touleary Project, located in the White Gold District of Yukon Territory, approximately 100 km south of Dawson City. The Touleary Project is characterized as a volcanogenic massive sulphide ("VMS") system identified in the White Gold District of Yukon Territory.

The VMS system at the Touleary Project was discovered by Arcus as part of a 2011 diamond drill program. The 2011 program consisted of five holes totaling 935 meters and targeted a 300 by 100 m area within a 5.7 km long zone of coincident geophysical and intermittent copper±gold-in-soil geochemical anomalies. Additional soil sampling and hand pitting programs were completed during the 2012 and 2013 field seasons focusing on separate targets 6 km south of the original VMS discovery.

In spring 2022, Arcus conducted a detailed property-wide evaluation of all available data which identified seven high priority stand-alone VMS targets, not including the original discovery. Subject to available financing, Arcus has designed a reverse circulation ("RC") drill program to broadly test these targets with the intention of following up positive results with detailed diamond drilling. The targets identified at the Touleary Project are located within an area approximately 10 x 4 kilometers. The original 2011 VMS discovery is located at the northeastern end of the target area. Targets have been identified using combinations of coincident soil and rock geochemistry, specific airborne magnetic signatures, geological and structural reinterpretations and VTEM (versatile time domain electromagnetic) surveys.

In November of 2023, Arcus staked an additional 214 mining claims to the north, west and south of the existing Touleary claims. The new claims were added to the Touleary Project to provide a buffer zone adjacent to a number of the VMS targets identified during the detailed property-wide evaluation of available exploration data.

Arcus holds a Class 3 Quartz Mining Land Use Approval (permit), valid for work on the Touleary property until August 7, 2026.

No field work has been carried out on the property since 2013. The book value of the Touleary Project as of January 31, 2026 was nominal. Historical exploration and evaluation expenditures on the Touleary Project are in the range of $5.0 million, which includes maintenance expenditures but excludes acquisition and staking costs.

There are no mineral resource estimates ("MRE") on the Touleary Project in accordance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* ("NI 43-101").

Definitive Option Agreement for Touleary Project

On April 26, 2026, concurrent with signing the letter of intent with Core Silver as outlined in section 1.05 of this Opinion, the Companies entered into an Option Agreement (the "Touleary Agreement"). During the term of the Touleary Agreement, Core Silver has been granted an exclusive option (the "Touleary Option") to acquire up to a 20% undivided interest in the Touleary Project, together with all rights derived therefrom, subject to a 1% net smelter return ("NSR") royalty held by ATAC Resources Ltd. (now a subsidiary of Hecla Mining Company) which encumbers 183 of the 397 mineral claims (the "Toulearly Royalty").

In order to maintain the Option in good standing and earn the 20% interest, Core Silver must incur not less than $2,000,000 in exploration and development expenditures ("Touleary Expenditures") on or before the first anniversary of the Touleary Agreement. Upon timely completion of the required Touleary Expenditures, the Option is deemed exercised and Core Silver will have earned a 20% undivided interest in the Touleary Project, free and clear of all encumbrances other than the existing Royalty.

Financial Results, Position and Capital Structure

The Company's fiscal year ("FY") end is July 31. As of the date of the Opinion, the Company had approximately $3.0 million in working capital, no debt other than accounts payable incurred in the ordinary course of business and no outstanding cash payment or share issuance obligations in respect of the Touleary Project. The Touleary Project is exploration stage and as such Arcus is reliant on external financing to fund operations. As noted above, Arcus had not expended any material exploration activities since 2013.

On March 15, 2023, the Arcus tier classification was changed from a TSXV Tier 2 company to a NEX listed company. The common shares of Arcus were subsequently traded under the symbol ADG.H. The listing reclassification was a result of the Company's failure to meet the activity requirements for a TSXV Tier 2 company in accordance with TSXV Policy 2.5. Following a consolidation and a financings as outlined below, the Company satisfied the requirements to be listed as a TSXV Tier 2 company and effective as of the opening of the markets on Monday, January 5, 2026, the Company's listing was transferred from the NEX to the TSXV and the Company's tier classification was changed from the NEX to TSX-V Tier 2.

Effective at the opening of trading on December 30, 2025 the Company's listed common shares (the "Arcus Shares") were consolidated on a one post-consolidation Arcus Share outstanding for every ten-pre-consolidation Arcus Shares outstanding basis (the "Arcus Consolidation").

As of the date of the Opinion, there are 21,221,140 Arcus Shares validly issued and outstanding as fully paid and non-assessable shares in the capital of Arcus. In addition, as of the date of the Opinion, there are outstanding: (i) 13,833,333 share purchase warrants to

acquire Arcus Shares (the "Arcus Warrants"), and (ii) 600,000 Arcus Shares are reserved for issuance under outstanding stock options of Arcus ("Arcus Options"). Subject to the foregoing, no other Arcus Shares are reserved for issuance under any other outstanding convertible securities of Arcus as of the date hereof.

Immediately following the Arcus Consolidation, the Company concurrently closed two non-brokered private placements for combined gross proceeds of $1,650,000 (collectively, the "Arcus Financings"). The first financing included a non-brokered private placement of 2,000,000 units at a price of $0.25 per unit for aggregate proceeds of $500,000, with each unit consisting of one post-consolidation Arcus Share and one common share purchase warrant. Each warrant entitles the holder to acquire one Arcus Share at a price of $0.40 per share at any time on or before December 30, 2027. The second financing included a non-brokered private placement of 3,833,333 units at a price of $0.30 per unit for aggregate proceeds of $1,150,000, with each unit consisting of one Arcus Share and one common share purchase warrant. Each warrant entitles the holder to acquire one Arcus Share at a price of $0.40 per share at any time on or before December 30, 2027.

On January 29, 2026, the Company closed a $2.0 million non-brokered unit offering at a price of $0.25 per unit (the "2026 Arcus Financing"). Each unit consisted of one Arcus Share and one share purchase warrant. Each warrant will entitle the holder to purchase one Arcus Share at a price of $0.32 per share at any time prior to January 29, 2028.

As of the date of the opinion, the 20-day volume weighted average price ("VWAP") of the Company was 0.38, implying a market capitalization of in the range of $8.12 million.

1.04 Core Silver was incorporated on April 20, 2016, under the *Business Corporations Act* (British Columbia) and is in the business of acquiring, exploring, developing and evaluating mineral resource properties. Core Silver is in the exploration stage and has interests in properties located in British Columbia, Canada. On June 4, 2025, Core Silver completed a consolidation of its share capital on the basis of one (1) new share for every ten (10) old shares (the "CS Consolidation") and changed its name from "Core Assets Corp." to "Core Silver Corp."

The following description of Core Silver's mineral properties was derived from Core Silver disclosure documents.

Blue Property

Core Silver holds 100% ownership of the Silver Lime Porphyry-CRD[1] Project and the Laverdiere Skarn-Porphyry Project located 15 km apart which form part of the Blue property (the "Blue Property").

[1] Carbonate Replacement Deposit ("CRD") property is an area of land being explored or mined for large, high-grade, polymetallic orebodies formed when hot, metal-rich fluids replace soluble sedimentary rocks (usually limestone or dolomite) in the vicinity of magma intrusions and is generally polymetallic in nature.

Core Silver currently holds 100% ownership in the Blue Property, which covers a land area of 114,074 hectares. The project lies within the Atlin Mining District, and hosts a major structural feature known as the Llewellyn Fault Zone ("LFZ"). This structure is approximately 140 km in length and runs from the Tally-Ho Shear Zone in the Yukon, south through the Blue Property to the Alaskan Panhandle Juneau Ice Sheet in the United States. Core Silver believes that the south Atlin Lake area and the LFZ have been neglected since the last major exploration campaigns in the 1980s.

In March of 2026, Core Silver reported assay results from the 2025 drilling campaign at the Blue Property. Core Silver's 2025 exploration campaign confirmed the presence of a laterally and vertically extensive copper ("Cu")-molybdenum ("Mo")-silver ("Ag")-gold ("Au") porphyry system at the Laverdiere Copper Project. In total, seven (7) diamond drillholes totaling 3,857.17 metres were completed across five locations at the Laverdiere Copper Project in 2025.

In November of 2025, Core Silver reported widespread gold results and their associated silver values from the Silver Lime polymetallic project. Gold and silver mineralization at Silver Lime occur across a porphyry-skarn-carbonate replacement-epithermal continuum.

Financial Results, Position and Capital Structure

Core Silver's fiscal year ("FY") end is September 30. As of March 31, 2026, the Purchaser had working capital of approximately $3.6 million and less than $100,000 in related party debt. The Purchaser's mineral properties are exploration stage and as such Core Silver is reliant on external financings to fund operations.

The authorized share capital of Core Silver consists of an unlimited number of common shares (the "Core Silver Shares") of which: (i) 32,920,565 Core Silver Shares are outstanding, (ii) 20,210,000 share purchase warrants to acquire Core Silver Shares, (iii) 1,350,000 restricted share units ("RSUs'), which if vested will each result in the issuance of one (1) Core Silver Share, and (iv) 1,217,500 Core Silver Shares are reserved for issuance under outstanding stock options of Core Silver as of the date hereof. Subject to the foregoing, no Core Silver Shares are reserved for issuance under any other outstanding convertible securities of Core Silver as of the date hereof.

The most recent financings completed by Core Silver were in July, August and September of 2025, when Core Silver completed three non-brokered private placement for aggregate gross proceeds of $7,782,000 through the issuance of 20,210,000 units of the Purchaser at a weighted average price of $0.385 per unit.

As of the date of the Opinion, the 20-day VWAP of Core Silver was $0.38, implying a market capitalization of approximately $12.51 million.

1.05 On April 26, 2026, the Companies entered into a binding letter of intent (the "LOI") setting out the general terms of the Proposed Transaction. Evans & Evans also reviewed a

substantially final form of the Arrangement Agreement (the "Agreement") and the associated plan of arrangement. Evans & Evans has summarized certain key terms of the Proposed Transaction below. The reader is advised to refer to the Company's information circular for a more detailed description of the Proposed Transaction.

1. Core Silver will acquire 100% of the issued and outstanding Arcus Shares by way of a plan of arrangement (the "Arrangement") under the provisions of Section 288 of the the *Business Corporations Act* (British Columbia).

2. Each Arcus Share will be exchanged for one (1) Core Silver Share (the "Exchange Ratio").

3. Arcus Options and Arcus Warrants (together the "Arcus Convertible Securities") are not subject to the Arrangement and will be exercisable for Core Silver Shares in accordance with the contractual provisions of such Arcus Convertible Security following the effective date of the Arrangement.

4. The Agreement sets out a mutual termination fee of $150,000 payable by the terminating party to the other party under certain situations as outlined in the Agreement.

The Agreement contains customary deal-protection provisions, including a non-solicitation covenant and a right to match any superior proposal as defined and described in the Agreement.

The Proposed Transaction was announced on April 27, 2026 (the "Announcement Date").

1.06 The Board has engaged Evans & Evans to act as an independent advisor to Arcus and to prepare and deliver the Opinion to the Board to provide an independent opinion as to the fairness of the Proposed Transaction, from a financial standpoint to the Arcus Shareholders as of July 9, 2026.

2.0 Engagement of Evans & Evans, Inc.

2.01 Evans & Evans was formally engaged by the Board pursuant to an engagement letter signed May 11, 2026 (the "Engagement Letter"). The Engagement Letter provides the terms upon which Evans & Evans has agreed to provide the Opinion to the Board.

2.02 The terms of the Engagement Letter provide that Evans & Evans is to be paid a fixed professional fee for its services. In addition, Evans & Evans is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by Arcus in certain circumstances. The fee established for the Opinion is not contingent upon the opinions presented.

2.03 Evans & Evans has no past, present or prospective interest in the Companies or any entity that is the subject of this Opinion, and we have no personal interest with respect to the parties involved. Neither Evans & Evans, nor its Principal or Managing Partner hold any interest in the Companies.

2.04 Evans & Evans' fee for the preparation and provision of the Opinion is not dependent on the successful completion of the Proposed Transaction. Further, neither Arcus nor Core Silver has made any promises of future engagements to Evans & Evans.

3.0 Scope of Review

3.01 In connection with preparing the Opinion, Evans & Evans has reviewed and relied upon, or carried out, among other things, the following:

- Interviewed members of the Board to gain an understanding the Company's plans and the rationale for the Proposed Transaction.
- Reviewed the substantially final form of the Arrangement Agreement between the Company and Core Silver.
- Reviewed the Non-Binding LOI between the Companies dated April 26, 2026.
- Reviewed Arcus's website (www.arcusdevelopmentgroup.com).
- Reviewed Arcus's Unaudited Condensed Interim Consolidated Financial Statements for the three months ended October 31, 2025, the six months ended January 31, 2026, and the nine months ended April 30, 2026.
- Arcus's Audited Financial Statements for the years ended July 31, 2022, to 2025 as audited by D&H Group LLP of Vancouver, British Columbia.
- Reviewed Arcus's Management Discussion and Analysis for the three months ended October 31, 2025, the six months ended January 31, 2026, the nine months ended April 30, 2026, and the years ended July 31, 2022, to 2025.
- Reviewed and relied extensively on the "Technical Report describing Geology, Mineralization, Geochemistry, Geophysics, Trenching and Diamond Drilling at the Touleary Project" prepared for Arcus by W. A. Wengzynowski, B.A.Sc., P. Eng. With an effective date of November 3, 2025.
- Reviewed the Core Silver website (https://coresilvercorp.com/) and the Investor Presentation.

- Reviewed Core Silver's Unaudited Condensed Interim Consolidated Financial Statements for the three months ended December 31, 2025, and the six months ended March 31, 2026, as prepared by management.

- Reviewed the Purchaser's Audited Consolidated Financial Statements for the years ended September 30, 2022, to 2025 as audited by DeVisser Gray LLP of Vancouver, British Columbia.

- Reviewed Core Silver's Management Discussion and Analysis for the three months ended December 31, 2025, six months ended March 31, 2026, and the years ended September 30, 2022, to 2025.

- Reviewed the trading price of the Companies' common shares on the Exchanges for the 12 months preceding the date of the Opinion. As can be seen from the following chart, the trading price of both Companies had been trading up until the second quarter of 2026, when closing prices began to decline.

- Reviewed the Companies' press releases for the 18 months preceding the date of the Opinion.

- Reviewed information on the Companies' markets from a variety of sources.

- Reviewed information on mergers & acquisitions involving gold, silver and polymetallic properties and companies.

- Reviewed financial, trading and mineral resource information on the following companies for Arcus: Aben Gold Corp.; Generic Gold Corp.; Gold Strike Resources

Corp.; Goldbank Mining Corporation; Klondike Gold Corp.; Triumph Gold Corp.; Yukon Metals Corp.; and Onyx Gold Corp.

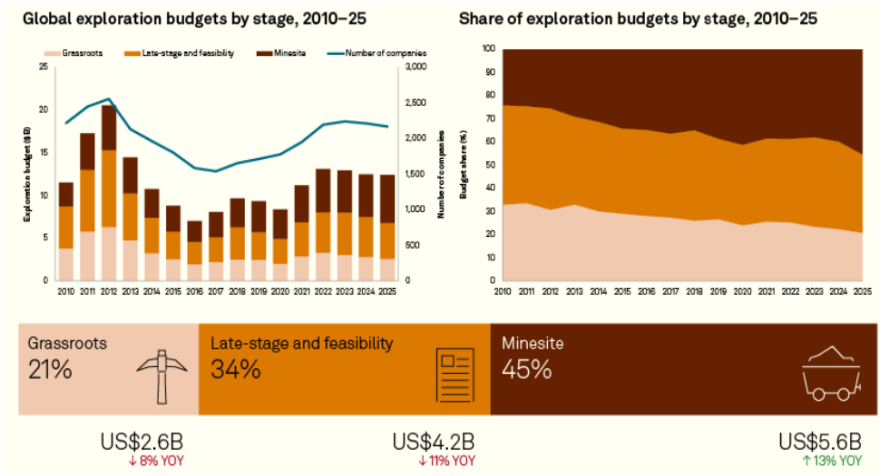
- Reviewed financial, trading and mineral resource information on the following companies for Core Silver: XXIX Metal Corp.; US Copper Corp.; Questcorp Mining Inc.; Bell Copper Corporation; Aeonian Resources Corp.; CopperCorp Resources Inc.; District Copper Corp.; Aventis Energy Inc.; Coyote Copper Mines Inc.; Red Canyon Resources Ltd.; GoldHaven Resources Corp.; and Brixton Metals Corporation.

- **Limitation and Qualification**: Evans & Evans did not visit any of the mineral properties referenced in the Opinion. Evans & Evans has, therefore, relied on management's disclosure with respect to the properties of Arcus and Core Silver and the various technical reports outlined in section 3.0 of this Opinion.

4.0 Market Summary

4.01 In determining the fairness of the Proposed Transaction as of the date of the Opinion, Evans & Evans reviewed the gold, silver market conditions and the market for exploration and development stage companies.

4.02 Global nonferrous exploration budgets witnessed a decline in 2025 down 0.6% year on year ("y-o-y"). Spending diverged across projects, with budgets for late-stage exploration and feasibility work falling the most, followed closely by grassroots exploration. These reductions were partially offset by increased investment in minesite and near-mine exploration programs. Overall, 2025 reinforced recent trends, as many explorers shifted capital towards minesite activities, after completing late-stage exploration and feasibility studies, while continuing to scale back grassroots efforts.[2]



[2] Corporate Exploration Strategies ("CES") 2025 – Minesite momentum builds as grassroots loses ground, S&P Capital IQ

The shift toward minesite-focused exploration persisted in 2025, as companies continued to favor lower-risk, near-term returns at existing operations over higher-risk generative exploration. Brownfield expansions and reverse replacement dominated spending, eroding the discovery pipeline and heightening the risk of tighter future supply, higher growth costs and longer development timelines. At the same time, declining generative budgets contrast sharply with rising long-term demand supported by decarbonization and electrification, raising concerns about the industry's capacity to adequately support the energy transition.

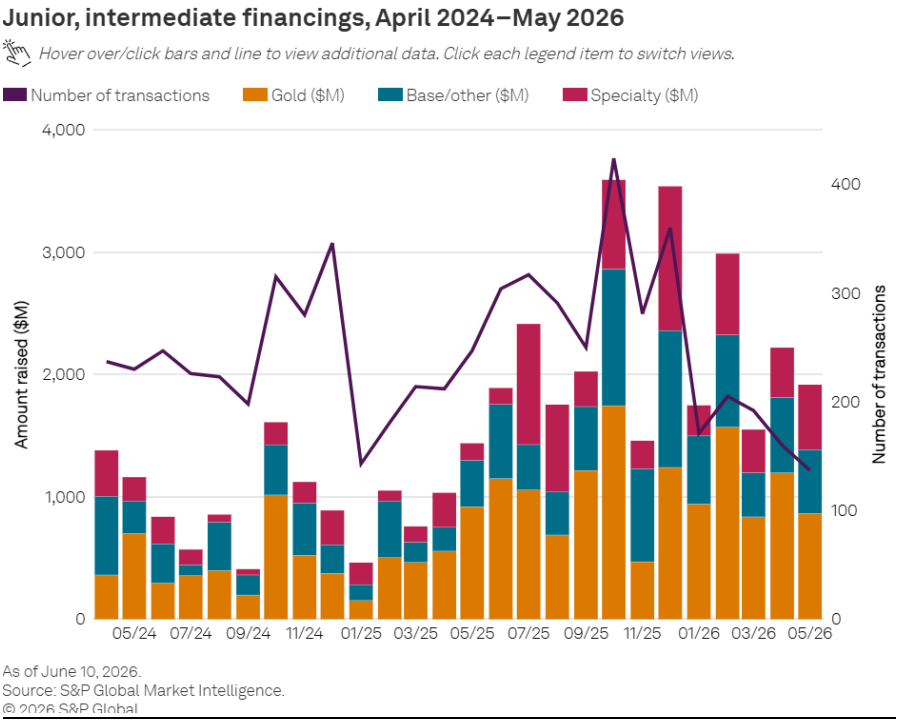
Juniors accounted for a 45% share of grassroots exploration spending in 2025, down from a 52% peak in 2023, reflecting both fewer active juniors and lower average budgets. The number of junior explorers declined to 1,807 in 2025, with average spending falling to US$800,000, compared with 1,862 companies spending an average of US$1.1 million in 2023. Elevated-interest rates in 2023-24 limited smaller companies' access to the capital markets, and the funds that were raised were largely directed toward development rather than exploration as companies sought to monetize high prices for selected metals.

Juniors were also behind the pullback in late-stage exploration, with spending down 18%, while majors partially offset the decline with a modest 1% increase. Many gold and copper late-stage projects and feasibility studies were completed in 2024-25, and nickel and lithium exploration slowed spending due to persistently weak price performance.

As juniors retreated, majors expanded their role, accounting for 50% of global grassroots exploration in 2025, with a clear bias toward gold and silver projects. Majors also remained the dominant force in minesite exploration, representing nearly three-quarters of activity, with a particular focus on gold and copper exploration as the companies expanded production capacity to capitalize on elevated prices for these commodities.

Funds raised by junior and intermediate companies moderated in May 2026, declining by 14% to US$1.92 billion from US$2.22 billion in April 2026. The decrease reflected fewer high-value transactions and continued the alternating month-to-month fundraising pattern observed since late 2025.[3]

[3] IM June 2026 – Exploration activity retreats after brief rebound- S&P Global Market Intelligence



Despite the decline, year-to-date financing levels remained above the same period in 2025, supported by strong metals prices and continued investor preference for selective, higher-quality investment.

The number of completed transactions declined to 137 in May 2026 from 160 in April 2026, while financing was above US$2 million, remained relatively stable. Financings above US$50 million increased to nine from six in April, reinforcing the continued influence of large transactions on overall monthly totals. In May 2026, Toronto Stock Exchange ("TSX") Group, Australian Securities Exchange ("ASX") and London Stock Exchange led junior and intermediate financings, raising US$1,097.6 million, US$444.1 million, and US$224.8 million, respectively.[4]

4.03 The effects of the war in the Middle East on gold and silver prices are not known as of the date of the Opinion. The escalation of conflict between the United States ("U.S.") and Israel with Iran, along with Tehran's retaliatory strikes across the Gulf region, has significantly disrupted global financial and energy markets, heightening fears of a broader economic downturn and potential recession. The closure of the Strait of Hormuz has led to an increase in price of brent crude oil and liquified natural gas prices, as supply channels become increasingly constrained. Beyond energy markets, the conflict has also disrupted the movement of other critical materials and commodities, including helium, pharmaceutical drugs, and fertilizer.[5]

[4] IM June 2026 – Precious metals, copper drag down May fundraisings S&P Global Market Intelligence
[5] Gold and Silver Prices Suffer Massive Correction as US-Iran War Shakes Markets | INN

Gold and silver continue to face significant downward pressure as the ongoing conflict in the Middle East drives a widespread economic shock across global markets prompting investors to simultaneously reassess expectations for inflation, rates, growth, and liquidity conditions. Gold's traditional safe-haven appeal has weakened in the face of unprecedented macroeconomic and geopolitical factors.[6]

Silver has experienced even greater pressure than gold, reflecting its higher beta and stronger sensitivity to shifts in the economic cycle. Silver prices have come under significant pressure, declining significantly from its all-time peak of approximately US$121.62 per Oz in January 2026 to approximately US$58.45 per Oz as of June 30, 2026.[7],[8]

In response, the U.S. Federal Reserve has signaled that interest rates may remain elevated for longer, strengthening the U.S. dollar and making silver more expensive for key global buyers such as China and India. At the same time, rising 10-year treasury yields have reduced the appeal of non-yielding assets like silver. Heightened market uncertainty has also triggered broad equity selloffs, prompting institutional investors to liquidate positions in precious metals, including silver, to raise cash and meet margin requirement.[3]

Should the conflict drag out for months, the loss of transit is expected to lead to price increases for aluminum, copper and lithium from the loss of physical supply or constraints on ore processing. These price surges may decline as the energy shock leads to global recession.[9]

The scale of the current energy shock and high levels of uncertainty about U.S. policy will likely elevate policy efforts to minimize fossil fuel imports, whether with more domestic production or through cleantech-led demand substitution.[5]

On June 17, 2026, the Federal Open Market Committee decided to maintain the target range for the federal funds rate at 3.5% to 3.75%, in support of the Federal Reserve's dual mandate of maximum employment and stable prices.[10]

4.04 Gold mining is a global business with operations on every continent, except Antarctica, and gold is extracted from mines of widely varying types and scales. Gold mining is a process of extracting gold from the gold mine by various methods such as placer mining and hard rock mining.[11] According to Fortune Business Insights, the global gold mining market size was US$294.81 billion in 2025 and is expected to grow to US$327.8 billion in

[6] Precious metals selloff reflects Iran liquidity crunch, and the gold outlook could improve 'quite sharply' once forced selling stops – Saxo Bank's Hansen | Kitco News
[7] https://fortune.com/article/current-price-of-silver-6-30-2026/
[8] https://ca.finance.yahoo.com/news/kiyosaki-predicts-gold-silver-boom-140500538.html
[9] S&P Global Market Intelligence
[10] https://www.federalreserve.gov/newsevents/pressreleases/monetary20260617a.htm
[11] Gold Mining Market: Allied Market Research

2026. The global gold mining market is expected to further expand at a compound annual growth rate ("CAGR") of 3.80% from 2026 to 2034 to US$765.85 billion.[12]

In 2024, Australia and Russia held the world's largest gold mine reserves, estimated at 12,000 metric tonnes, followed by South Africa with 5,000 metric tonnes.[13] As of 2025, China, Russia, Australia, and Canada were the largest gold producers globally. Total global gold production reached approximately 3,661 tonnes, with China alone accounting for an estimated 380 tonnes of that amount.[14]

Gold reached record highs of over US$5,500 per ounce ("Oz") late in January 2026. In 2025, gold prices increased by approximately 64%, its biggest annual gain since 1979, due to the safe-haven demand, easing of U.S. monetary policy, sustained central bank purchases including China's fourteenth straight month of buying in December, and record inflows into exchange-traded funds.[15]

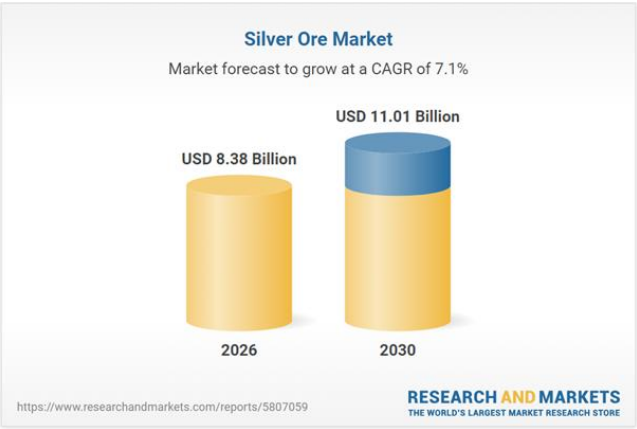
4.05 In 2025, the total gold demand including over the counter ("OTC") transactions reached approximately 5,002.3 tonnes for the first time indicating an increase of 8% y-o-y increase. Heightened investment activity underpinned overall demand growth in 2025, with global gold exchange traded fund ("ETF") holdings rising by 801 tonnes, the second strongest year on record with bar and coin buying accelerated to reach a 12-year high. Safe-haven and diversification themes dominated investor behavior throughout the year, reinforced by price-driven demand. Central bank buying reached 863 tonnes, the upper end of the expected 2025 range, remaining historically elevated and geographically broad despite moderating from recent peaks. In contrast, jewelry demand volumes declined as anticipated amid record high gold prices. Sentiment toward gold jewelry, however, remained very positive, as evidenced by the value of global demand, which climbed 18% to a record US$172 billion.[16]

The London Bullion Market Association ("LBMA") gold price reached a six-month low of US$4,075 per Oz on June 11, 2026. Gold reached a record high of US$5,405 per Oz in January before paring gains, despite geopolitical risk, inflation concerns, and fragile macroeconomic confidence. The lack of sustained upside suggests the market is undergoing a long-overdue consolidation following a two-year rally that may have stretched positioning and investor conviction.[17] According to Goldprice.org, the gold price was US$4,016 per Oz as of June 30, 2026.[18]

[12] Gold Mining Market Size, Industry Share, Forecast to 2034
[13] Ranked: Unmined Gold Reserves by Country (2025) - Visual Capitalist
[14] Global mine production by country | World Gold Council
[15] Gold blasts past $5,100 to record high on safe-haven rush | Reuters
[16] Gold Demand Trends: Q4 and Full Year 2025 | World Gold Council
[17] Gold CBS June 2026 – Gold edges into a losing year
[18] https://goldprice.org/

4.06 The silver ore market size is expected to grow from US$7.95 billion in 2025 to US$8.38 billion in 2026 at a CAGR of 5.5%. The growth in this period can be attributed to growth of precious metal mining activities, rising demand for silver jewelry, expansion of underground mining operations, availability of silver-bearing ore deposits, development of mineral processing technologies.[19]

The silver ore market size is projected to grow to US$11.01 billion in 2030 at a CAGR of 7.1%, supported by the increasing demand from electronics and renewable energy sectors, increased focus on sustainable mining operations, and expanding of industrial silver applications. Key trends include advanced ore processing techniques, rising demand for high-grade silver ores, automation in mining, grater emphasis on environmentally responsible and multi-metal ore extraction practices.[19]



[19] Silver Ore Market Size, Competitors & Forecast to 2030

The growing adoption of electric vehicles is expected to drive demand in the silver ore market. Silver plays a critical role in electric vehicles manufacturing, including applications in electrical systems, batteries, semiconductors, charging infrastructure, and thermal management systems. Demand is supported by rising electric vehicle production volumes, government incentives, ongoing research and development ("R&D"), and increasing consumer preference for sustainable transport.[19] For instance, in 2024, the International Energy Agency ("IEA"), Electric car sales topped 17 million worldwide in 2024, rising by more than 25%. As a result, the expanding EV market is contributing the growth of the silver ore market.[20]

According to the U.S. Geological Survey's Mineral Commodity Summaries (January 2025), the total global silver reserves are estimated at approximately 641,400 metric tonnes. Peru holds the largest share of global silver reserves, estimated at approximately 140,000 metric tonnes which represents roughly 22% of the global total, making the country a key player in the silver market. Mexico represents a contrast between production and reserves. While it is the world's leading silver producer, it holds about 37,000 metric tonnes of reserves, representing approximately 6% of the global total. Mexico's mining sector is characterised by intensive extraction, with relatively fewer projects supported by established reserve pipelines.[21]

According to research report by the Data Insights Market Research, the global silver mining market, projected to reach US$15.3 billion by 2025, growing at a CAGR of 1.4%. The growth in this market is supported by increasing demand from the electronics, solar energy, and jewelry sectors, alongside technological advancements that improve efficiency and lower extraction costs.[22]

However, price volatility and environmental concerns remain key challenges, increasing the emphasis on sustainable mining and responsible sourcing. From 2025 to 2033, the market is expected to grow steadily, supported by silver's crucial role in renewable energy technologies and continued traditional demand.[22]

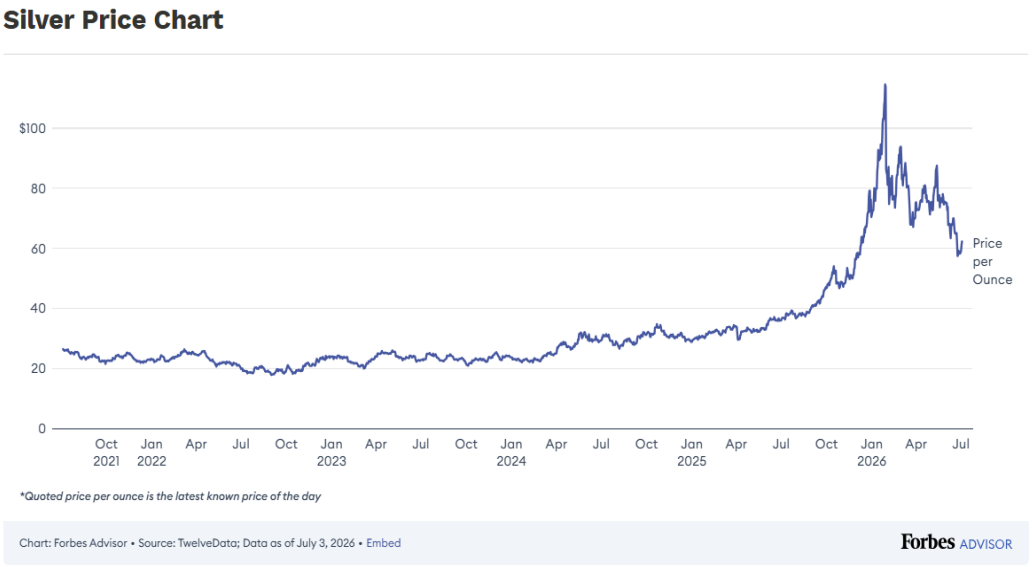
Mexico, Peru and Chile dominate global silver production due to their substantial reserves and well-established mining industries. Mexico remains one the world's leading producers, supported by extensive infrastructure, while Peru and Chile benefit from abundant resources and growing mining sectors. These countries leverage skilled labour, strong infrastructure, and supportive regulatory frameworks to maintain their position in the market. On the demand side, the electronics sector is a key growth driver, fueled by the increasing use of electronic devices and the expansion of renewable energy, particularly solar power, which relies heavily on silver. Although jewelry and silverware continue to represent important end-use segments, their growth remains comparatively slower. As a

[20] https://www.iea.org/reports/global-ev-outlook-2025
[21] All of the World's Silver Reserves by Country, in One Visualization
[22] Emerging Market Insights in Silver Mining: 2026-2034 Overview

result, these leading producers are expected to retain their dominance, while rising demand from electronics is likely to drive overall market expansion.[23]

4.07 From mid-October 2025, silver entered an upward trend after breaking historical resistance levels near US$50 per Oz. The rally gained momentum towards year-end, with prices rising through November and December to approximately US$70 per Oz to US$75 per Oz, representing one of the sharpest late-year increases in decades.[24]

In early January 2026, the rally intensified further, pushing silver to an all-time peak of approximately US$121.58 per Oz, driven by speculative momentum, tight supply, and strong investment demand. Prices subsequently became volatile following the peak but showing signs of stabilization compared to the fluctuations seen earlier. The price of silver rose to US$62.32 per troy Oz on the morning of July 3, 2026.[25]



4.08 The global copper mining market was valued at US$9.6 billion in 2025 and is projected to grow from US$994 billion in 2026 to US$14.34 billion in 2042 indicating a CAGR of 4.68% in the forecast period. Copper is mined as composite ore, known as copper oxide ore and copper sulfide. Copper is a necessary component in so many products that the consumption of copper is an important indicator of the economy of a country.[26]

Copper is essential for constructing infrastructure projects such as buildings, bridges, and electric systems. Hence, government initiatives and policies promoting infrastructure development can significantly boost the market.[26] Furthermore, the transition to a clean energy system, powered by technologies like solar panels, wind turbines, and electric

[23] All of the World's Silver Reserves by Country, in One Visualization
[24] Silver prices find new floor around $70 an ounce – pv magazine USA
[25] https://www.forbes.com/advisor/investing/silver-price/
[26] https://www.fortunebusinessinsights.com/copper-mining-market-105514

vehicles electric vehicles ("EVs"), requires significantly more minerals than traditional fossil fuel-based systems. For example, electric cars need six times more minerals than conventional cars, and wind farms require nine times more than gas-fired plants. The demand for minerals such as lithium, nickel, cobalt, and copper has surged, as these materials are essential for batteries, wind turbines, and electricity networks. As clean energy adoption increases, the energy sector is becoming a dominant force in mineral markets, with demand for certain minerals expected to rise dramatically, especially in scenarios aligned with the Paris Agreement goals.[27]

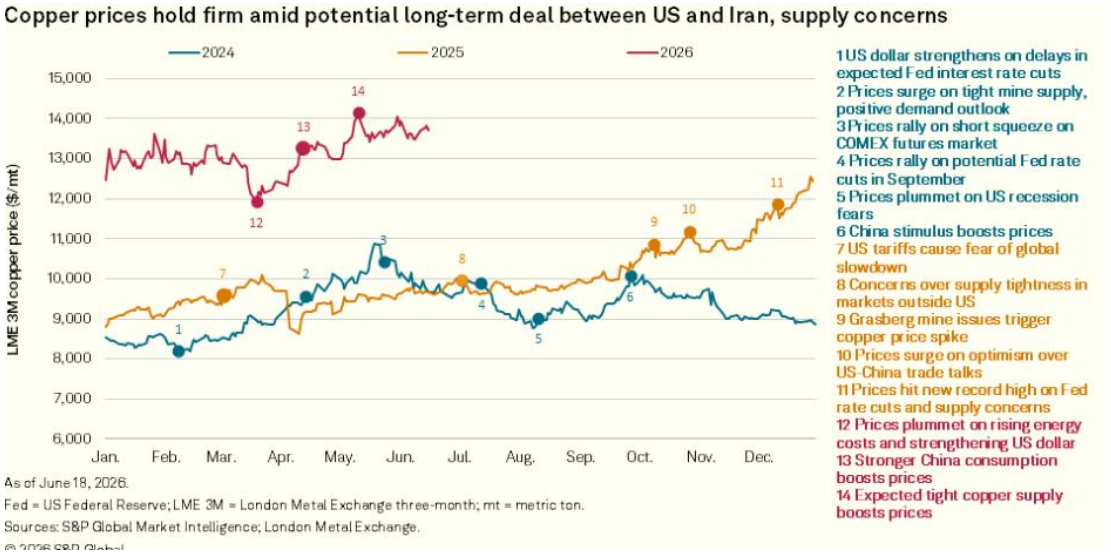
As shown in the following chart, over the 12 months preceding the date of the Opinion, price of copper has increased from US$5.012 per pound (July 2025) to US$6.224 per pound as of July 3, 2026.[28]

The central challenge for the copper industry is no longer just resource availability, but the industry's ability to finance, permit, build and operate projects within increasingly complex geopolitical, regulatory, environmental and social landscapes. While long-term demand growth linked to electrification, grid expansion, artificial intelligence infrastructure and energy security continues to reinforce copper's strategic importance, industry participants acknowledge that future growth will depend increasingly on execution capability rather than geology alone.[29]

The London Metal Exchange three-month ("LME 3M") copper closing price strengthened on optimism surrounding the U.S.-Iran agreement, before retreating to US$13,595 per

[27] https://orocoresourcecorp.com/_resources/blog/Copper-Market-Analysis-RFC-Ambrian-May-2022.pdf
[28] https://comexlive.org/copper/
[29] https://www.capitaliq.spglobal.com/apisv3/spg-webplatform-core/news/article?Id=101484490&redirected=1

metric ton on June 19,2026 as the U.S. Federal Reserve's hawkish policy stance weighed on sentiment.[30]



5.0 Prior Valuations

5.01 The Companies have stated to Evans & Evans that there have been no formal valuations or appraisals relating to the Purchaser and the Company or any affiliate or any of their respective material assets or liabilities made in the preceding three years which are in the possession or control of the Purchaser and the Company.

6.0 Conditions and Restrictions

6.01 The Opinion may not be issued to anyone, nor relied upon by any party beyond the Committee and the Board. The Opinion may be referenced and/or included in Arcus's information circular and may be submitted to the Arcus Shareholders. The Opinion may be submitted to and relied upon by the Court in reviewing the Arrangement.

6.02 The Opinion may not be issued to any international stock exchange and/or regulatory authority beyond the Exchanges.

6.03 The Opinion may not be issued and/or used to support any type of value with any other third parties, legal authorities, nor stock exchanges, or other regulatory authorities, nor any Canadian or international tax authority. Nor can it be used or relied upon by any of these parties or relied upon in any legal proceeding (other than relating to the approval of the Proposed Transaction).

[30] Copper CBS June 2026 – US tariff expectations support prices

6.04 Any use beyond that defined above is done without the consent of Evans & Evans and readers are advised of such restricted use as set out above.

6.05 The Opinion should not be construed as a formal valuation or appraisal of the Purchaser or the Company or any of their securities or assets. Evans & Evans has, however, conducted such analyses as we considered necessary in the circumstances.

6.06 In preparing the Opinion, Evans & Evans has relied upon and assumed, without independent verification, the truthfulness, accuracy and completeness of the information and the financial data provided by the Purchaser and the Company. Evans & Evans has therefore relied upon all specific information as received and declines any responsibility should the results presented be affected by the lack of completeness or truthfulness of such information. Publicly available information deemed relevant for the purpose of the analyses contained in the Opinion has also been used.

The Opinion is based on: (i) our interpretation of the information which the Company and the Purchaser, as well as their representatives and advisers, have supplied to date; (ii) our understanding of the terms of the Proposed Transaction; and (iii) the assumption that the Proposed Transaction will be consummated in accordance with the expected terms.

6.07 The Opinion is necessarily based on economic, market and other conditions as of the date hereof, and the written and oral information made available to us until the date of the Opinion. It is understood that subsequent developments may affect the conclusions of the Opinion, and that, in addition, Evans & Evans has no obligation to update, revise or reaffirm the Opinion.

6.08 Evans & Evans denies any responsibility, financial, legal or other, for any use and/or improper use of the Opinion however occasioned.

6.09 Evans & Evans expresses no opinion as to the price at which any securities of the Resulting Issuer will trade on any stock exchange at any time.

6.10 Evans & Evans was not requested to, and we did not solicit indications of interest or proposals from third parties regarding a possible acquisition of the Company. Our opinion also does not address the relative merits of the Proposed Transaction as compared to any alternative business strategies or transactions that might exist for Arcus, the underlying business decision of Arcus to proceed with the Proposed Transaction or the effects of any other transaction in which Arcus will or might engage.

6.11 Evans & Evans expresses no opinion or recommendation as to how any Arcus Shareholder should vote or act in connection with the Proposed Transaction, any related matter or any other transactions. We are not experts in, nor do we express any opinion, counsel or interpretation with respect to legal, regulatory, accounting or tax matters. Evans & Evans have assumed that such opinions, counsel or interpretation have been or will be obtained by Arcus from the appropriate professional sources. Furthermore, we have relied, with

Arcus's consent, on the assessments by Arcus and its advisors, as to all legal, regulatory, accounting and tax matters with respect to Arcus and the Proposed Transaction, and accordingly, we are not expressing any opinion as to the value of Arcus' tax attributes or the effect of the Proposed Transaction thereon.

6.12 Evans & Evans expresses no opinion as to whether any alternative transaction might have been more beneficial to Arcus Shareholders.

6.13 Evans & Evans reserves the right to review all information and calculations included or referred to in the Opinion and, if it considers it necessary, to revise part and/or its entire Opinion and conclusion in light of any information which becomes known to Evans & Evans during or after the date of this Opinion.

6.14 In preparing the Opinion, Evans & Evans has relied upon a letter from the management of Arcus confirming to Evans & Evans in writing that the information and management's representations made to Evans & Evans in preparing the Opinion are accurate, correct and complete and that there are no material omissions of information that would affect the conclusions contained in the Opinion.

6.15 Evans & Evans has based its Opinion upon a variety of factors. Accordingly, Evans & Evans believes that its analyses must be considered as a whole. Selecting portions of its analyses or the factors considered by Evans & Evans, without considering all factors and analyses together, could create a misleading view of the process underlying the Opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. Evans & Evans' conclusions as to the fairness, from a financial standpoint to the Arcus Shareholders of the Proposed Transaction were based on its review of the Proposed Transaction taken as a whole, in the context of all of the matters described under "Scope of Review", rather than on any particular element of the Proposed Transaction or the Proposed Transaction outside the context of the matters described under "Scope of Review". The Opinion should be read in its entirety.

6.16 Evans & Evans and all of its Principal's, Partner's, staff or associates' total liability for any errors, omissions or negligent acts, whether they are in contract or in tort or in breach of fiduciary duty or otherwise, arising from any professional services performed or not performed by Evans & Evans, its Principal, Partner, any of its directors, officers, shareholders or employees, shall be limited to the fees charged and paid for the Opinion. No claim shall be brought against any of the above parties, in contract or in tort, more than two years after the date of the Opinion.

7.0 Assumptions

7.01 In preparing the Opinion, Evans & Evans has made certain assumptions as outlined below.

7.02 With the approval of Arcus and as provided for in the Engagement Letter, Evans & Evans has relied upon, and has assumed the completeness, accuracy and fair presentation of, all financial information, business plans, forecasts and other information, data, advice, opinions and representations obtained by it from public sources or provided by the Companies or their affiliates or any of their respective officers, directors, consultants, advisors or representatives (collectively, the "Information"). The Opinion is conditional upon such completeness, accuracy and fair presentation of the Information. In accordance with the terms of the Engagement Letter, but subject to the exercise of its professional judgment, and except as expressly described herein, Evans & Evans has not attempted to verify independently the completeness, accuracy or fair presentation of any of the Information.

7.03 Senior officers of Arcus represented to Evans & Evans that, among other things: (i) the Information (other than estimates or budgets) provided orally by, an officer or employee of Arcus or in writing by Arcus (including, in each case, affiliates and their respective directors, officers, consultants, advisors and representatives) to Evans & Evans relating to Arcus, its affiliates or the Proposed Transaction, for the purposes of the Engagement Letter, including in particular preparing the Opinion was, at the date the Information was provided to Evans & Evans, fairly and reasonably presented and complete, true and correct in all material respects, and did not, and does not, contain any untrue statement of a material fact in respect of Arcus, its affiliates or the Proposed Transaction and did not and does not omit to state a material fact in respect Arcus, its affiliates or the Proposed Transaction that is necessary to make the Information not misleading in light of the circumstances under which the Information was made or provided; (ii) with respect to portions of the Information that constitute financial estimates or budgets, they have been fairly and reasonably presented and reasonably prepared on bases reflecting the best currently available estimates and judgments of management of the Company and the Purchaser or their associates and affiliates as to the matters covered thereby and such financial estimates and budgets reasonably represent the views of management of the Company and the Purchaser; and (iii) since the dates on which the Information was provided to Evans & Evans, except as disclosed in writing to Evans & Evans, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company and the Purchaser or any of their affiliates and no material change has occurred in the Information or any part thereof which would have, or which would reasonably be expected to have, a material effect on the Opinion.

7.04 In preparing the Opinion, we have made several assumptions, including that all final or executed versions of documents will conform in all material respects to the drafts provided to us, all of the conditions required to implement the Proposed Transaction will be met, all consents, permissions, exemptions or orders of relevant third parties or regulating authorities will be obtained without adverse condition or qualification, the procedures being followed to implement the Proposed Transaction are valid and effective and that the disclosure provided or (if applicable) incorporated by reference in any information circular provided to shareholders with respect to Arcus, Core Silver and the Proposed Transaction

will be accurate in all material respects and will comply with the requirements of applicable law. Evans & Evans also made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of Evans & Evans and any party involved in the Proposed Transaction. Although Evans & Evans believes that the assumptions used in preparing the Opinion are appropriate in the circumstances, some or all of these assumptions may nevertheless prove to be incorrect.

7.05 The Company and the Purchaser and all of their related parties and their principals had no contingent liabilities, unusual contractual arrangements, or substantial commitments, other than in the ordinary course of business, nor litigation pending or threatened, nor judgments rendered against, other than those disclosed by management and included in the Opinion that would affect the evaluation or comment.

7.06 As of April 30, 2026 and March 31, 2026, all assets and liabilities of Arcus and Core Silver, respectively, have been recorded in their accounts and financial statements and follow International Financial Reporting Standards.

7.07 There were no material changes in the financial position of the Company and the Purchaser between the date of their financial statements and the date of the Opinion unless noted in the Opinion.

7.08 Representations made by the Company and the Purchaser in the Agreement as to the number of common shares and convertible securities outstanding are accurate.

7.09 Conclusions contained herein are on a pre-tax basis.

8.0 Analysis of Arcus

8.01 In assessing the fairness of the Proposed Transaction, Evans & Evans considered the following analyses and factors, amongst others with respect to Arcus: (1) trading price method (2) historical financings; (3) guideline public company ("GPC") analysis; (4) precedent transactions; and (5) other considerations.

8.02 Evans & Evans reviewed Arcus's trading prices over the 10, 30, 90 and 180 trading days preceding the date of the Opinion and the Announcement Date. In the 180 days leading up to the Announcement Date, the Issuer's average closing price had declined from $0.66 per Arcus Share to $0.42 per Arcus Share. Following the announcement of the Proposed Transaction, the average closing share price has settled in the range of $0.35 to $0.40 per Arcus Share.

Trading Price (C$)	July 8, 2026		
	Minimum	Average	Maximum
10-Days Preceding	$0.35	$0.35	$0.37
30-Days Preceding	$0.35	$0.38	$0.40
90-Days Preceding	$0.35	$0.41	$0.52
180-Days Preceding	$0.30	$0.41	$0.66

In undertaking the share price analysis, the authors of the Opinion deemed it necessary to examine the trading volume history of Arcus to determine the actual ability of the Arcus Shareholders to realize the implied value of their shares (i.e., sell).

In reviewing the trading volumes of the Arcus Shares at the date of the Opinion, trading volumes had declined to less than 15,000 Arcus Shares per day. As can be seen from the table below, in the 90 trading days preceding the date of the Opinion, approximately 1.04 million Arcus Shares were traded, representing less than 5% of the issued and outstanding shares. Arcus Shares traded on 89 of the 180 trading days considered. Total trading volumes less than 5% over a 90-trading day period suggests the ability of a significant number of Arcus Shareholders realizing the trading price in the market is limited.

Trading Volume	July 8, 2026				
	Minimum	Average	Maximum	Total	%
10-Days Preceding	0	500	4,500	5,000	0.0%
30-Days Preceding	0	2,833	71,000	85,004	0.4%
90-Days Preceding	0	11,510	267,500	1,035,908	4.9%
180-Days Preceding	0	25,096	460,000	4,517,309	21.3%

Prior to the Announcement Date, the Issuer's shares had appeared to settle in the range of $0.40 to $0.43 per Arcus Share as outlined in the table below. Trading volumes prior to the Announcement Date were slightly higher than those as of the date of the Opinion. Overall, Arcus Shareholders have not seen significant liquidity in their shares in the 12 months preceding the date of the Opinion, which is not unusual given the Company had been relatively inactive for 10 years.

Trading Price (C$)	April 24, 2026		
	Minimum	Average	Maximum
10-Days Preceding	$0.41	$0.42	$0.45
30-Days Preceding	$0.37	$0.41	$0.48
90-Days Preceding	$0.32	$0.43	$0.66
180-Days Preceding	$0.10	$0.35	$0.66

Trading Volume	April 24, 2026				
	Minimum	Average	Maximum	Total	%
10-Days Preceding	0	45,799	267,500	457,986	2.2%
30-Days Preceding	0	19,552	267,500	586,546	2.8%
90-Days Preceding	0	11,860	267,500	1,067,438	5.0%
180-Days Preceding	0	35,642	708,500	6,415,494	30.2%

8.03 The Exchange Rato implies a value for each Arcus Share in the range of $0.38 based on Core Silver's 20-day VWAP as of the date of the Opinion. The Exchange Ratio implies an enterprise value[31] ("EV") for Arcus in the range of $5,100,000 to $5,500,000 based on the value implied by the 20-day and 30-day VWAP of Core Silver. The Exchange Ratio does not imply a premium for Arcus which is not unreasonable given Arcus had been relatively inactive for over 10 years and has not conducted any exploration activities since 2013 and the Touleary Project is an early stage property with less than 1,000 metres of historical drilling.

8.04 Evans & Evans assessed the reasonableness of the Exchange Ratio to the value implied by the last round of financing secured by the Issuer. The last rounds of financing of the Issuer were completed in December of 2025 and January of 2026, when the Issuer raised gross proceeds of $3.65 million through the issuance of units at $0.25 and $0.30 per unit, with a weighted average price of $0.26 per unit. The equity value for Arcus implied by the Exchange Ratio was $8.1 million to $8.3 million as of the date of the Opinion, down from $12.1 million to $12.3 million as of the Announcement Date.

The market capitalization of the Issuer as at the date of the Opinion was in the range of $8.1 million and as of the Announcement Date was $9.1 million based on the issued and outstanding Arcus Shares. As at the Announcement Date, the Exchange Ratio did imply a premium for Arcus Shares that had eroded as of the date of the Opinion.

8.05 Evans & Evans considered the enterprise value[32] ("EV") per hectare implied by the Proposed Transaction. The EV / hectare implied by the Proposed Transaction was in the range of $646, down from $1,186 as of the Announcement Date. Evans & Evans reviewed trading data for exploration-stage guideline public companies ("GPCs") whose shares trade on the Exchanges and hold gold projects in North America. Evans & Evans initially identified eight GPCs with early-stage gold projects in the Yukon. Evans & Evans found the EV / hectare of the GPCs was in the range of $94 to $2,500, with an average of $1,095 and a median of $1,151, placing the multiples implied by the Proposed Transaction near the average as of the Announcement Date. Evans & Evans thereafter removed one outlier and two GPCs with NI 43-101 compliant MREs. For the remaining five GPCs, Evans & Evans found the EV / hectare of the GPCs was in the range of $94 to $1,550, with an average of $639 and a median of $583, placing the multiples implied by the Proposed Transaction near the average of the most comparable GPCs as of the date of the Opinion.

In assessing the reasonableness of the above, we considered the following:

- there are a limited number of directly comparable public companies, when one considers differentiating factors such as stage of exploration and number of properties;

[31] Enterprise value = market cap (value of the equity) less cash plus debt
[32] Enterprise value = market capitalization less cash plus debt / minority interest / preferred shares

- no company considered in the analysis is identical to Arcus; and,

- an analysis of the results of the foregoing necessarily involves complex considerations and judgments concerning the differences in the financial and operating characteristics Arcus, the Transaction and other factors that could affect the trading value and aggregate transaction values of the companies to which they are being compared.

8.06 As outlined in the tables below, the consideration per Arcus Share implied by the Exchange Ratio implied a premium to the VWAP as of the Announcement Date in the range of 34% to 66% based on the Core Silver VWAP. While the premium had eroded as of the date of the Opinion. The decline in the premium between the Announcement Date and the date of the Opinion is largely driven by the VWAP of Core Silver declining 30% to 50% whereas the Arcus VWAP declined 7% to 15%. However, the decline in the VWAP of both Companies is on very low trading volumes.

(Canadian Dollars) As at the Announcement Date	Arcus	Core Silver	Exchange Ratio	Implied Consideration Arcus	Premium to VWAP
10 - Day VWAP	0.424	0.705	1.0000	0.7050	66.4%
20 - Day VWAP	0.428	0.582	1.0000	0.5822	35.9%
30 - Day VWAP	0.427	0.571	1.0000	0.5714	33.8%
60 - Day VWAP	0.453	0.673	1.0000	0.6729	48.6%

(Canadian Dollars) As at the Date of the Opinion	Arcus	Core Silver	Exchange Ratio	Implied Consideration Arcus	Premium to VWAP
10 - Day VWAP	0.357	0.345	1.0000	0.3450	-3.2%
20 - Day VWAP	0.383	0.380	1.0000	0.3799	-0.7%
30 - Day VWAP	0.383	0.393	1.0000	0.3926	2.5%
60 - Day VWAP	0.420	0.462	1.0000	0.4620	10.1%

8.07 Evans & Evans also reviewed 111 global transactions which involved the acquisition of a resource sector company with its shares listed on the Toronto Stock Exchange ("TSX") and the Exchange between April 1, 2021 and June 1, 2026. As can be seen from the following table, the median one-month premium was 30.9% which is below the implied premiums for Arcus as of the Announcement Date. Evans & Evans focused its analysis on the pre-Announcement Date premium as the VWAP of Arcus as of the date of the Opinion would have been impacted by the announcement of the Proposed Transaction.

	1 Day Premium	1 Week Premium	1 Month Premium
Average	**34.1%**	**36.5%**	**40.4%**
Median	**27.5%**	**29.3%**	**30.9%**
Minimum	**-86.6%**	**-86.9%**	**-87.4%**
Maximum	**358.3%**	**349.0%**	**300.0%**

Evans & Evans also reviewed a subset of the above noted data set which included 34 transactions where the enterprise value implied by the transaction was below $20 million. As can be seen from the following table, the size of the transaction did not have a material impact on the transaction premium.

	1 Day Premium	1 Week Premium	1 Month Premium
Average	34.5%	36.2%	39.6%
Median	33.0%	30.4%	30.0%
Minimum	-78.0%	-78.0%	-78.0%
Maximum	156.7%	140.0%	193.1%

9.0 Analysis of Core Silver

9.01 In assessing the fairness of the Proposed Transaction, Evans & Evans considered the following analyses and factors, amongst others with respect to the Purchaser: (1) trading price analysis; (2) historical financings; (3) guideline company analysis; and (4) other considerations.

9.02 Evans & Evans reviewed Core Silver's trading prices over the 10, 30, 90 and 180 trading days preceding the date of the Opinion and the Announcement Date. Over the 180 trading days preceding the Opinion, the average closing price of the Core Silver declined approximately 67% from $0.63 to $0.38, which is a much more significant decline than that seen by Arcus of approximately 12%.

Trading Price (C$)	July 8, 2026		
	Minimum	Average	Maximum
10-Days Preceding	$0.34	$0.38	$0.42
30-Days Preceding	$0.34	$0.41	$0.48
90-Days Preceding	$0.34	$0.51	$0.75
180-Days Preceding	$0.34	$0.63	$0.93

In undertaking the share price analysis, the authors of the Opinion deemed it necessary to examine the trading volume history of Core Silver to determine the actual ability of the Core Silver Shareholders to realize the implied value of their shares (i.e., sell).

In reviewing the trading volumes of Core Silver's shares at the date of the Opinion, Evans & Evans found the trading volumes are in a similar range to Arcus, with trading volumes less than 20,000 Core Silver Shares trading per day. As can be seen from the table below, in the 90 trading days preceding the date of the Opinion, approximately 2.2 million Core Silver Shares were traded, representing approximately 6.7% of the issued and outstanding shares. Core Silver shares traded on 170 of the 180 trading days considered. Trading volumes well below 50,000 shares per day suggest that large numbers of shareholders' actual ability to realize their shares' current trading price is highly unlikely.

Trading Volume	July 8, 2026				
	Minimum	Average	Maximum	Total	%
10-Days Preceding	0	16,013	85,000	160,128	0.5%
30-Days Preceding	0	18,161	192,391	544,841	1.7%
90-Days Preceding	0	24,397	279,854	2,195,773	6.7%
180-Days Preceding	0	30,413	279,854	5,474,329	16.6%

Prior to the Announcement Date, the Purchaser's shares were trading in the range of $0.40 to $0.93 per Core Silver Share as outlined in the table below. While trading volumes prior

to the Announcement Date were higher than as of the date of the Opinion, overall, Core Silver Shareholders have not seen significant liquidity in their shares in the 12 months preceding the date of the Opinion.

Trading Price (C$)	April 24, 2026		
	Minimum	Average	Maximum
10-Days Preceding	$0.58	$0.69	$0.75
30-Days Preceding	$0.40	$0.56	$0.75
90-Days Preceding	$0.40	$0.68	$0.93
180-Days Preceding	$0.40	$0.70	$0.93

Trading Volume	April 24, 2026				
	Minimum	Average	Maximum	Total	%
10-Days Preceding	0	28,435	99,193	284,346	0.9%
30-Days Preceding	0	36,225	258,008	1,086,755	3.3%
90-Days Preceding	0	38,801	258,008	3,492,059	10.6%
180-Days Preceding	0	39,499	258,008	7,109,812	21.6%

9.03 Evans & Evans assessed the reasonableness of the current market capitalization of Core Silver by reviewing the value implied by the Purchaser's last rounds of financing. From July of 2025 to September 2025, Core Silver raised gross proceeds of $7,782,000 through the issuance of 20.21 million units at a weighted average price of $0.385 per unit. The 10-day VWAP as of the date of the Opinion for Core Silver is in the range of $0.38 per Core Silver Share, which is positive in that while the trading price has declined from early 2026 highs, the trading price still remains in the range of the last round of financing.

9.04 Evans & Evans reviewed financial data and trading multiples for gold, silver and copper companies whose shares are listed on Canadian stock exchanges in order to assess the reasonableness of the current market capitalization of Core Silver. Evans & Evans considered an EV / hectare for the Purchaser and a set of GPCs. Of the 12 companies identified, only two had a current MRE. Evans & Evans removed the two companies with MREs and a third outlier to focus on nine companies. For the nine selected companies, Evans & Evans found the EV / hectare ranged from $93 to $8,8330, with an average of $2,118 and a median of $371. As of the date of the Opinion, Core Silver's EV/ hectare was in the range of $70, well below the average and the median, which suggests there remains potential for future share appreciation.

In assessing the reasonableness of the above, we considered the following:

- there are a limited number of directly comparable public companies, when one considers differentiating factors such as stage of exploration and number of properties;
- no company considered in the analysis is identical to the Purchaser; and,
- an analysis of the results of the foregoing necessarily involves complex considerations and judgments concerning the differences in the financial and operating characteristics

of the Purchaser, the Proposed Transaction and other factors that could affect the trading value and aggregate transaction values of the companies to which they are being compared.

10.0 Fairness Conclusion

10.01 In considering fairness of the Arrangement, from a financial point of view to the Arcus Shareholders, Evans & Evans considered the Proposed Transaction from the perspective of the Arcus Shareholders as a group and did not consider the specific circumstances of any particular securityholder, including with regard to income tax considerations.

10.02 Based upon and subject to the foregoing and such other matters as we consider relevant, it is our opinion, as of the date hereof and the date of the Opinion, that the Arrangement and Exchange Ratio are fair, from a financial point of view, to the Arcus Shareholders.

10.03 In arriving at the conclusion as to fairness, from a financial point of view, Evans & Evans did consider the following quantitative and qualitative issues which shareholders might consider when reviewing the Proposed Transaction. Evans & Evans has not attempted to quantify the qualitative issues.

a. As outlined in section 9.0 of the Opinion, the Exchange Ratio is supportive of the last round of financing completed by Arcus and is in the range of the current trading price.

b. Given the acquisition premium had eroded between the Announcement Date and the date of the Opinion, Evans & Evans assessed the ability of Arcus Shareholders to receive greater than the value implied by the Exchange Ratio in the market. As can be seen from the table blow, in the 90 trading days preceding the date of the Opinion, approximately 1.0 million Arcus Shares traded on days where the price exceeded $0.38.

Implied Consideration $0.380	# of Days Closing Price Exceeded Implied Consideration	Shares Traded at Implied Consideration or Higher	% of Shares Outstanding
10-Days Preceding	0	0	0.0%
30-Days Preceding	13	72,504	0.3%
60-Days Preceding	43	610,832	2.9%
90-Days Preceding	65	1,022,908	4.8%
180-Days Preceding	117	3,803,553	17.9%

c. The Proposed Transaction does provide diversification to the Arcus Shareholders both jurisdictionally and by type of commodity.

d. Arcus has not materially advanced knowledge of the Touleary Project since 2011. Arcus cash on hand would provide for one drill program and working capital. Given the early stage of the Touleary Project, there is no assurance that the next exploration program would provide sufficient data to bring about share appreciation.

e. Core Silver's property package is much larger than that of Arcus and more advanced. While no MRE exists for any of Core Silver's properties, the Purchaser has been continuously advancing its properties through dedicated exploration activities.

f. The lack of a premium as of the date of the Opinion is not unreasonable in the view of Evans & Evans. Prior to the fall of 2025, Arcus was largely a dormant company with a lack of liquidity and nominal potential for share appreciation.

11.0 Qualifications & Certification

11.01 The Opinion preparation was carried out by Jennifer Lucas and thereafter reviewed by Michael Evans.

Mr. Michael A. Evans, MBA, CFA, CBV, ASA, Principal, founded Evans & Evans, Inc. in 1989. For over 35 years, he has been extensively involved in the financial services and management consulting fields in Vancouver, where he was a Vice-President of two firms, The Genesis Group (1986-1989) and Western Venture Development Corporation (1989-1990). Over this period, he has been involved in the preparation of several thousand technical and assessment reports, business plans, business valuations, and feasibility studies for submission to various Canadian stock exchanges and securities commissions as well as for private purposes.

Mr. Michael A. Evans holds: a Bachelor of Business Administration degree from Simon Fraser University, British Columbia (1981); a Master's degree in Business Administration from the University of Portland, Oregon (1983) where he graduated with honors; the professional designations of Chartered Financial Analyst (CFA), Chartered Business Valuator (CBV) and Accredited Senior Appraiser. Mr. Evans is a member of the CFA Institute, the CBV Institute and the American Society of Appraisers ("ASA").

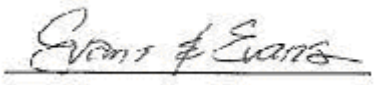
Ms. Jennifer Lucas, MBA, CBV, ASA, Partner, joined Evans & Evans in 1997. Ms. Lucas possesses several years of relevant experience as an analyst in the public and private sector in British Columbia and Saskatchewan. Her background includes working for the Office of the Superintendent of Financial Institutions of British Columbia as a Financial Analyst. Ms. Lucas has also gained experience in the Personal Security and Telecommunications industries. Since joining Evans & Evans Ms. Lucas has been involved in writing and reviewing several valuation and due diligence reports for public and private transactions.

Ms. Lucas holds: a Bachelor of Commerce degree from the University of Saskatchewan (1993), a Masters in Business Administration degree from the University of British Columbia (1995). Ms. Lucas holds the professional designations of Chartered Business Valuator and Accredited Senior Appraiser. She is a member of the CBV Institute and the ASA.

11.02 The analyses, opinions, calculations and conclusions were developed, and this Opinion has been prepared in accordance with the standards set forth by the Canadian Institute of Chartered Business Valuators.

11.03 The authors of the Opinion have no present or prospective interest in Arcus, Core Silver, or any entity that is the subject of this Opinion, and we have no personal interest with respect to the parties involved.

Yours very truly,



EVANS & EVANS, INC.

APPENDIX G
INFORMATION CONCERNING THE COMPANY

The following information provided by the Company is presented on a pre-Arrangement basis, except where otherwise indicated, and reflects the current business, financial and share capital position of the Company as at the date of this Circular. See "*Cautionary Note Regarding Forward-Looking Statements*" in the Circular in respect of forward-looking statements that are included in this Appendix G "*Information Concerning the Company*."

This information should be read in conjunction with the documents incorporated by reference in this Circular and the information concerning the Company appearing elsewhere in this Circular. Information contained in, or otherwise accessed through, the Company's website (https://arcusdevelopmentgroup.com), or any other website, does not form part of this Circular.

All capitalized but undefined terms in this Appendix G "*Information Concerning the Company*" have the meaning ascribed to such term in the Circular.

Overview

The Company was incorporated pursuant to the *Business Corporations Act* (British Columbia) on June 6, 2006 under the name "0759905 B.C. Ltd." On July 13, 2006, the Company changed its name to "Arcus Development Group Inc." The Company is a reporting issuer in Alberta, British Columbia, and Ontario, with its principal jurisdiction being British Columbia.

The Company Shares were initially listed on the TSXV Tier 2 mining issuer in October 2007. The Company did not maintain the listing standards for TSXV Tier 2 mining issuer and, therefore, effective at the opening on March 15, 2023, the Company's listing was transferred to the TSXV's NEX exchange, and the trading symbol for the Company was changed from "ADG" to "ADG.H" in accordance with TSXV policies. On December 30, 2025, the Company uplisted to the TSXV and began trading as a Tier 2 mining issuer again under the symbol "ADG".

The head office of the Company is located at 905 West Pender Street, Suite 403, Vancouver, British Columbia V6C 1L6, and its registered and records office is located at Bentall 5, 550 Burrard Street, Suite 2501, Vancouver, British Columbia V6C 2B5.

The Company is a growth-oriented mineral exploration company, which holds a 100% interest in the Touleary Property, located in west-central Yukon Territory and consists of 397 mineral claims that were staked under the *Quartz Mining Act* (Yukon) and cover approximately 7,940 hectares. The goal of the Company has been to provide Company Shareholders strategic returns through the acquisition and disposition of interests in advanced early stage mineral exploration projects.

Scientific and Technical Information

The Touleary Property is the subject of the Touleary Property Report, a technical report prepared in accordance with NI 43-101, with an effective date of November 3, 2025 and prepared by William A. Wengzynowski, B.A.Sc., P.Eng. for the Company. The scientific and technical information relating to the Touleary Property set forth herein has been derived from, or is based on, the Touleary Property Report.

Material Mineral Property

The below summary is a direct extract from, and reproduction of, the summary contained in the Touleary Property Report, without material modification or revision, and all defined terms used in the summary have the meanings ascribed to them in the Touleary Property Report. The below summary is subject to the assumptions, qualifications and procedures set out in the Touleary Property Report. The Touleary Property Report is incorporated by reference in this Circular and the summary set forth below is qualified in its entirety with reference to the full text of the Touleary Property Report. For full technical details, reference should be made to the complete text of the Touleary Property Report, which has been filed with the applicable Canadian Securities Regulators and is available under the Company's SEDAR+ profile at www.sedarplus.ca.

> "1.0 SUMMARY
>
> The Touleary Property hosts a Volcanogenic Massive Sulphide (VMS) discovery located in the Dawson Range area of west central Yukon Territory. It consists of 397 mineral claims that were staked under the Yukon Quartz Mining Act and cover approximately 7940 hectares. The claims are 100% owned by Arcus Development Group Inc. (Arcus).

Access to the project area can be achieved by a number of means utilizing combinations of road and fixed wing aircraft from the central hub of the Yukon's capital city of Whitehorse and by barge from Dawson City along the Yukon River to a barge landing at the mouth of Kirkman Creek. Road access is made possible from Whitehorse to Dawson City by way of the Alaska and Klondike highways. From Dawson City, fixed wing aircraft is available to either of two airstrips situated along portions of Thistle Creek and Kirkman Creek. The Thistle Creek airstrip is the longer of the two and can accommodate aircraft as large as Twin Otter and Skyvan.

The property covers the headwaters of four historical and recent/currently active placer gold operations. The primary exploration focusses in and around the Touleary Property have been directed toward gold-bearing vein systems. Three historical vein-style occurrences are documented adjacent to the current property boundary and have received only cursory level exploration. No mineral processing, metallurgical testing or mineral resource estimates have been necessary for the tenor of results obtained. Arcus performed the first known systematic exploration on the ground underlying the Touleary Property.

Initial staking and exploration efforts at Touleary were directed toward orogenic gold mineralization following the discoveries at the historical Saddle Zone, presently termed the Golden Saddle being explored by White Gold Corp, and Fuerte Metals Corporation's Coffee Gold Deposit. Diamond drilling at Touleary in 2011 made the first documented VMS discovery in the region and subsequent exploration data collectively demonstrates district scale potential for the property to host multiple VMS deposits.

Geologically, much of the project is underlain by stratigraphy of the Yukon Tanana Terrane. A recent detailed interpretation of the Touleary area suggests a significant component of the terrane comprises fertile Devono-Mississippian volcanic and volcanoclastic rocks belonging to the Finlayson Assemblage. This stratigraphy hosts four documented VMS deposits in the Finlayson District which is a structurally displaced segment of Yukon Tanana Terrane from the Dawson Range approximately 450 km to the southeast along the Tintina Fault Zone.

Basal stratigraphy across the property comprises metasiliclastic rocks of the Snow Cap Assemblage overlain by fertile volcanic rocks of the Finlayson Assemblage and lesser younger metaplutonic rocks. Detailed property-wide magnetic data has allowed for the interpretation of moderate to tight folding of the stratigraphic units, confirmation of regional scale northwest trending structures with varying degrees of sinistral offset, drag folds immediately adjacent to property-scale structures and potential vent complexes proximal to the large-scale regional structures.

Recent exploration on the Touleary Property has resulted in the discovery of Cu-Au-Ag-Zn VMS mineralization at what is termed the Discovery Zone in the central part of the property. Five excavator trenches and five diamond drill holes targeted elevated gold- in-soil responses from an earlier grid soil sampling campaign. The excavator trenching was hampered by permafrost conditions and one trench reached bedrock where a 34 m zone of surface alteration returned 0.82 g/t Au and 14.3 g/t Ag. Diamond drilling beneath this exposure and along trend intercepted zones of strongly disseminated to semi-massive and massive sulphide mineralization in all five holes drilled. Approximately 300m of the Discovery Zone was tested along strike during the 2011 drill campaign and remains open downdip and along trend in both directions.

Sulphide mineralization consists of fine foliaform disseminations and bands of pyrite dominant sulphide with lesser chalcopyrite in some intervals and chalcopyrite dominant sulphide in other intervals. Zones of recrystallization are observed in the vicinity of folds and resembles semimassive to massive net textures masses. Portions of all mineralized intervals intersected returned anomalous copper (0.21- 7.18%), gold (0.55- 3.55 g/t) and silver (7.69- 116 g/t) values. The best intervals from the drill program were obtained from TL-11-05 which cut a narrow upper sulphide horizon grading 7.18% Cu, 3.55 g/t Au, 116 g/t Ag and 4.30 o/o Zn across 2.25 m. The lower thicker horizon (14.15 m) in this hole, graded 1.44% Cu, 0. 77 g/t Au, 16.5 g/t Ag and 0.29% Zn.

Subsequent programs at Touleary consisted of broadly spaced and in fill grid soil sampling with the purpose of identifying elemental signatures associated with VMS mineralization elsewhere on the property. Detailed processing of property-wide airborne magnetic data and Versatile Time Domain

Electromagnetic (VTEM) data was also undertaken to identify extensions of the Discovery Zone in addition to new targets. The last work done on the property in 2013 focused on assessing strong coincident copper-lead-zinc soil anomalies in the southern part of the claims. A series of closely spaced pit grids were established over the core portions of overlapping anomalous copper, zinc and lead responses where small pits were dug down to approximately 1 m depth. Soil and select rock samples were collected from the base of the pits and pits were mapped for alteration. Values for copper, lead, zinc, gold and silver from the pits all returned higher values than the corresponding surface samples and at some sites were 5 to 7 times higher than the respective surface values.

In spring 2022, Arcus retained Skivik Holding Co Ltd. to conduct a thorough evaluation and compilation of the Touleary database to identify additional VMS targets using all available criteria. This work identified eight priority targets with similar magnetic and geochemical characteristics to the Discovery Zone. In addition, some of the targets exhibit strong VTEM conductor responses while others display zones of weak to moderate diffuse electromagnetic conductance. The surface expression of all eight targets range between 700 m and 2100 m in strike length which aligns with the footprint of most significantly sized documented deposits globally.

Only five diamond drill holes have tested a small portion of the mineralizing system at the Discovery Zone on the Touleary Property and all drill holes encountered VMS associated sulphide mineralization. The most recent target assessment suggests the Touleary Property has the potential to host a Volcanogenic Massive Sulphide district and more work is certainly justified. A first phase reverse circulation (RC) drill program is recommended to test strategic portions of the two highest priority targets at a budgeted cost of $1,380,500. This program should consist of a minimum of nine RC drill holes for a first phase total of roughly 1600 m assuming maximum depths are obtained.

TABLE 1.1
TOULEARY PROPERTY RECOMMENDED RC DRILL BUDGET

Item Description	Cost (CADS)
Camp Operation and Infrastructure	$175,000
Transportation	$520,000
Fuel	$100,000
Drilling	$270,000
Geology	$190,000
Subtotal	**$1,255,000**
Contingency (10%)	$125,500
Total	**$1,380,500**

"

Recent Developments

The following events, together with certain background information provided for reference, are the principal activities which occurred in the financial years ended July 31, 2024 and 2025 and up to the date of this Circular.

Financial Year Ended July 31, 2024

- On August 1, 2023, Marc Blythe resigned from the Company Board.

Financial Year Ended July 31, 2025

- There were no material events related to the business of the Company in the financial year ended July 31, 2025.

Subsequent to Financial Year Ended July 31, 2025

- On December 3, 2025, the Company appointed Darryl Jones to the Company Board.
- On December 18, 2025, the Company filed the Touleary Property Report.
- On December 30, 2025, the Company completed: (i) a consolidation of the Company Shares on a 10:1

basis, whereby each Company Shareholder would receive one new Company Share for every ten pre-consolidated Company Shares held; (ii) two tranches of a non-brokered private placement offering, with: (a) the first tranche consisting of 2,000,000 units at a price of C$0.25 per unit for aggregate gross proceeds of C$500,000, with each unit consisting of one Company Share and one Company Warrant, with each Company Warrant entitling the holder thereof to purchase one Company Share for a period of two years at an exercise price of C$0.40 per Company Share; and (b) the second tranche consisting of 3,833,333 units at a price of C$0.30 per unit for aggregate gross proceeds of C$1,150,000, with each unit consisting of one Company Share and one Company Warrant, with each Company Warrant entitling the holder thereof to purchase one Company Share for a period of two years at an exercise price of C$0.40 per Company Share; and (iii) a transfer of the listing of the Company Shares from the NEX trading platform of the TSXV to the TSXV as a Tier 2 mining issuer.

- On January 29, 2026 the Company completed a non-brokered private placement offering of 8,000,000 units at a price of C$0.25 per unit for aggregate gross proceeds of C$2,000,000, with each unit consisting of one Company Share and one Company Warrant, and each Company Warrant entitling the holder thereof to purchase one Company Share for a period of two years at an exercise price of C$0.32 per Company Share.
- On March 30, 2026, Grant Longhurst resigned from the Company Board.
- On April 9, 2026, the following changes were made to the directors and officers of the Company: (i) Ian Talbot resigned as President, Chief Executive Officer and a director; (ii) James Gray resigned as Chief Financial Officer and a director; (iii) Gary Paulson and Graham Downs resigned as directors; (iv) Rhonda Schultz resigned as Corporate Secretary; (v) Eric Negraeff, Jeremy Hanson, and Kiya Hushyar were appointed as directors; (vi) Christopher Cooper was appointed as Chief Financial Officer and Corporate Secretary; and (vii) Darryl Jones was appointed as Interim Chief Executive Officer.
- On April 26, 2026, the Company entered into: (i) a binding letter of intent dated April 26, 2026 with the Purchaser to effect a business combination pursuant to which the Purchaser would acquire all of the issued and outstanding Company Shares on a 1:1 basis in an all share transaction; and (ii) the Touleary Option Agreement, being a definitive option agreement pursuant to which the Purchaser may acquire up to a 20% undivided interest in the Touleary Property.

Capitalization

Except as otherwise described herein, there have been no material changes in the capitalization of the Company since April 30, 2026, the date of the Company Interim Financial Statements, being the most recently filed financial statements of the Company. As at the close of business on July 20, 2026 there were 21,221,140 Company Shares issued and outstanding on a non-diluted basis, and 35,654,473 Company Shares on a fully diluted basis (assuming that all of the outstanding Company Options were vested and exercised and all of the outstanding Company Warrants were settled as of the date of this Circular).

Description of Share Capital

The Company's share capital consists of an unlimited number of Company Shares, being common shares without par value.

Common Shares

The Company Shareholders are entitled to receive notice of, attend and vote at all annual general meetings of the Company, except meetings at which only holders of another class or series of shares are entitled to vote separately as a class or series. Subject to any special rights or restrictions attaching to any other class or series of shares, holders of Company Shares are entitled to one vote per Company Share. The holders of Company Shares are entitled to receive such dividends as may be declared by the Company Board from time to time, subject to any special rights or restrictions attaching to any other class or series of shares. All dividends on Company Shares must be declared and paid according to the number of Company Shares held.

Stock Option Plan

On February 28, 2022, the Company adopted the Stock Option Plan, which was subsequently amended and last approved by Company Shareholders on November 12, 2024, and pursuant to which Company Options may be granted

to Directors, Officers, Employees, Management Company Employees and Consultants (as such terms are defined in the Stock Option Plan). Under the terms of the Stock Option Plan, the Company can issue a maximum of 10% of the issued and outstanding Company Shares at the time of the grant, subject to certain limitations, and the exercise price of each Company Option is determined by the Company Board, provided that it is not less than the Discounted Market Price, as that term is defined in TSXV policies. Options issued to consultants conducting investor relations activities must vest in stages over a minimum of 12 months with no more than one quarter of the Company Options vesting in any 3-month period. In the event of a change of control, as defined in the Stock Option Plan, all unvested Company Options will vest immediately. Other terms of the Company Options granted under the Stock Option Plan, including vesting and expiry dates are determined at the discretion of the Company Board, subject to certain limitations and applicable TSXV requirements.

Consolidated Capitalization

On December 30, 2025, the Company completed a consolidation of the Company Shares on a 10:1 basis, such that every ten pre-consolidation Company Shares were exchanged for one post-consolidation Company Share. The consolidation reduced the number of issued and outstanding Company Shares from 73,878,065 to 7,387,807.

The following table sets forth the consolidated capitalization of the Company as April 30, 2026, being the date of its most recently completed financial period, each on a post-consolidation basis, as set forth in the Company Interim Financial Statements:

Security	As at April 30, 2026
Company Shares	21,221,140
Company Warrants[(1)]	13,833,333
Company Options[(2)]	600,000

Notes:

(1) 5,833,333 Company Warrants have an exercise price of C$0.40 and expire December 30, 2027; and 8,000,000 Company Warrants have an exercise price of C$0.32 and expire January 29, 2028,

(2) 600,000 Company Options have an exercise price of C$0.45 and expire on April 22, 2028.

There have been no material changes in the share capital of the Company since April 30, 2026. For further information on the Company's consolidated capitalization, see the Company Interim Financial Statements and corresponding Company Interim MD&A incorporated by reference in the Circular, each of which is available under the Company's profile on SEDAR+ available at www.sedarplus.ca.

Prior Sales

The following table sets forth information in respect of issuances of Company Shares and securities that are convertible or exchangeable into Company Shares, during the 12-month period prior to the date of this Circular, including the price at which such securities have been issued, the number of securities issued, and the date on which such securities were issued:

Date	Number and Type of Security	Issue Price per Security (C$)	Aggregate Funds Received (C$)
December 30, 2025	2,000,000 units[(1)]	0.25	500,000
December 30, 2025	3,833,333 units[(1)]	0.30	1,150,000
January 29, 2026	8,000,000 units[(2)]	0.25	2,000,000

Notes:

(1) Each unit consisted of one Company Share and one Company Warrant, with each Company Warrant entitling the holder to purchase one Company Share for a period of two years at a price of C$0.40 per Company Share.

(2) Each unit consisted of one Company Share and one Company Warrant, with each Company Warrant entitling the holder to purchase one Company Share for a period of two years at a price of C$0.32 per Company Share.

Price Range and Trading Volume

The Company Shares are listed and posted for trading on the TSXV under the trading symbol "ADG." The following table sets forth the price range for and trading volume of the Company Shares on the TSXV for the 12-month period prior to the date of this Circular.

Date	High (C$)	Low (C$)	Volume
July 1 – July 20, 2026	0.3550	0.3500	7,500
June 2026	0.4200	0.3500	83,500
May 2026	0.4300	0.4000	153,900
April 2026	0.4800	0.3700	738,600
March 2026	0.5200	0.3700	59,900
February 2026	0.6000	0.4900	119,800
January 2026	0.6600	0.3200	137,700
December 2025	0.4000	0.3000	94,780
November 2025	0.5000	0.3000	190,900
October 2025	0.5000	0.3000	120,500
September 2025	0.3000	0.2000	77,530
August 2025	0.3000	0.1000	73,580

On July 9, 2026, the date of the Arrangement Agreement, the closing price of the Company Shares on the TSXV was C$0.35. On July 20, 2026, the closing price of the Company Shares on the TSXV was C$0.35.

Dividend Policy

The Company has not paid dividends on Company Shares since its incorporation. Any decision to pay dividends on Company Shares in the future will be made by the Company Board on the basis of the earnings, financial requirements and other conditions existing at such time.

Auditors, Registrar, and Transfer Agent

The auditor of the Company is D&H Group LLP, Chartered Professional Accountants, at 300 – 855 Homer Street, Vancouver, BC V6B 2W2. D&H Group LLP was first appointed as the auditor of the Company in March 2007.

The Company's registrar and transfer agent is Computershare Investor Services Inc. at its office at 510 Burrard St, 3rd Floor, Vancouver, BC V6C 3B9.

Additional Information

The information contained in this Circular is given as of July 20, 2026 except as otherwise indicated.

Financial information relating to the Company is provided in the Company Financial Statements and the accompanying Company MD&As, and other disclosure documents, reports, statements and information filed by the Company with the applicable Canadian Securities Regulators may be obtained from the Company's issuer profile on SEDAR+ available at www.sedarplus.ca or by mail upon request from the Company at: Suite 403 — 905 West Pender Street, Vancouver, British Columbia V6C 1L6.

APPENDIX H
INFORMATION CONCERNING THE PURCHASER

The following information provided by the Purchaser is presented on a pre-Arrangement basis, except where otherwise indicated, and reflects the current business, financial and share capital position of the Purchaser as at the date of this Circular. See "*Cautionary Note Regarding Forward-Looking Statements*" in the Circular in respect of forward-looking statements that are included in this Appendix H "*Information Concerning the Purchaser*."

This information should be read in conjunction with the documents incorporated by reference in this Circular and the information concerning the Purchaser appearing elsewhere in this Circular. See Appendix I "*Information Concerning the Combined Company Following Completion of the Arrangement*" of this Circular for business, financial and share capital information related to the Purchaser after giving effect to the Arrangement.

All capitalized but undefined terms in this Appendix H "*Information Concerning the Purchaser*" have the meaning ascribed to such term in the Circular.

Documents Incorporated by Reference

Information regarding the Purchaser has been incorporated by reference in this Circular from documents filed by the Purchaser with the Canadian Securities Regulators. Copies of the documents incorporated herein by reference regarding the Purchaser may be obtained on request without charge from the Purchaser at Suite 400 – 570 Granville Street, Vancouver BC V6C 3P1, by email at nrodway@coresilvercorp.com, and electronically under the Purchaser's issuer profile on SEDAR+ at www.sedarplus.ca. The filings of the Purchaser through SEDAR+ are not incorporated by reference in this Circular except as specifically set out herein.

The following documents, filed by the Purchaser with the Canadian Securities Regulators, are specifically incorporated by reference into, and form a part of, this Circular:

1. the audited consolidated financial statements of the Purchaser for the years ended September 30, 2025 and 2024, including the notes thereto and the auditor's report thereon, filed on SEDAR+ on January 28, 2026 (the "**Purchaser Annual Financial Statements**");
2. the annual management discussion and analysis of the Purchaser for the year ended September 30, 2025 and 2024, filed on SEDAR+ on January 28, 2026 (the "**Purchaser Annual MD&A**");
3. the unaudited condensed interim consolidated financial statements of the Purchaser for the six months ended March 31, 2026, filed on SEDAR+ on May 11, 2026 (the "**Purchaser Interim Financial Statements**");
4. the management's discussion and analysis of the Purchaser for the six months ended March 31, 2026, filed on SEDAR+ on May 11, 2026 (the "**Purchaser MD&A**");
5. the management information circular of the Purchaser dated May 12, 2026, prepared in connection with the annual general and special meeting of shareholders of the Purchaser held on June 16, 2026, filed on SEDAR+ on May 21, 2026 (the "**Purchaser Circular**");
6. the technical report entitled "*Technical Report on the Blue Property Southwest of Atlin, British Columbia, Canada*", dated effective September 6, 2019, filed on SEDAR+ on March 18, 2020 (the "**Blue Property Report**");
7. the material change report dated July 13, 2026 regarding the announcement of the Arrangement Agreement, filed on SEDAR+ on July 13, 2026;
8. the material change report dated January 14, 2026 regarding the announcement of the grant, in aggregate, of 1,750,000 Purchaser Options and 1,350,000 RSUs under the Purchaser Stock Option Plan and the Purchaser LTIP, respectively, filed on SEDAR+ on July 13, 2026;
9. the material change report dated October 1, 2025 regarding the resignation of Mr. Andrew Carne from the Purchaser Board effective October 1, 2025, filed on SEDAR+ on October 1, 2025;
10. the material change report dated September 22, 2025, regarding the completion of the FT LIFE Offering (as defined below), filed on SEDAR+ on September 22, 2025;
11. the material change report dated August 11, 2025, regarding the completion of the Private Placement (as defined below), filed on SEDAR+ on August 11, 2025; and

12. the material change report dated July 25, 2025 regarding the announcement of the grant, in aggregate, of 1,170,000 Purchaser Options under the Purchaser Stock Option Plan, filed on SEDAR+ on July 25, 2025.

Any statement contained in this Appendix H "*Information Concerning the Purchaser*" or in any document incorporated, or deemed to be incorporated, by reference herein will be deemed to be modified or superseded for the purposes of this Appendix H "*Information Concerning the Purchaser*" to the extent that a statement contained herein or in any other subsequently filed document that is also incorporated, or deemed to be incorporated, by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact required to be stated or necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not, except as so modified or superseded, constitute a part of this Appendix H "*Information Concerning the Purchaser*." Information contained in, or otherwise accessed through, the Purchaser's website (www.coresilvercorp.com), or any other website, does not form part of this Circular.

Overview

The Purchaser was incorporated pursuant to the *Business Corporations Act* (British Columbia) on April 20, 2016 under the name "1072693 B.C. Ltd." On January 17, 2018, the Purchaser changed its name to "Core Assets Corp." and on June 4, 2025, to "Core Silver Corp."

The Purchaser is a reporting issuer in British Columbia and Ontario, with its principal jurisdiction being British Columbia. The Purchaser Shares were listed on the CSE on July 27, 2020, trading under the symbol "CC". The Purchaser's shares also trade on the OTCQB under the symbol "CCOOF" and on the Frankfurt Stock Exchange under the symbol "8ZR."

The Purchaser's head office is located at Suite 400 – 570 Granville Street, Vancouver BC V6C 3P1, and its registered and records office is located at Suite 800 – 885 West Georgia Street, Vancouver, BC V6C 3H1.

The Purchaser is a mineral exploration company, which holds a 100% interest in the Blue Property, located in the Atlin Mining District of British Columbia and covers a land area of 114,074 hectares. The Purchaser is in the business of acquiring, exploring, developing and evaluating mineral resource properties.

Scientific and Technical Information

The Blue Property is the subject of the Blue Property Report, a technical report prepared in accordance with NI 43-101, with an effective date of September 6, 2019 and prepared by Matthew Carter, P.Geo., for the Purchaser. The scientific and technical information relating to the Blue Property set forth herein has been derived from, or is based on, the Blue Property Report.

Material Mineral Property

The below summary is a direct extract from, and reproduction of, the summary contained in the Blue Property Report, without material modification or revision, and all defined terms used in the summary have the meanings ascribed to them in the Blue Property Report. The below summary is subject to the assumptions, qualifications and procedures set out in the Blue Property Report. The Blue Property Report is incorporated by reference in this Circular and the summary set forth below is qualified in its entirety with reference to the full text of the Blue Property Report. For full technical details, reference should be made to the complete text of the Blue Property Report, which has been filed with the applicable Canadian Securities Regulators and is available under the Company's SEDAR+ profile at www.sedarplus.ca.

> *"1 SUMMARY*
>
> Core Assets Corp. ("**Core Assets**") has retained Matthew Carter, P.Geo., to prepare an independent Technical Report on the Blue Property (the "**Property**"), located in British Columbia, Canada, in accordance with regulatory requirements under National Instrument 43-101 ("**NI 43-101**"), companion policy NI 43-101CP and Form 43-101F1. The Property was previously called the Blue Copper-Cobalt Property by Zimtu Capital Corp. ("**Zimtu**"), with a primary focus on copper and cobalt. The purpose of this report is to review and summarize the previous exploration on the Property, to provide recommendations for future work, if warranted.

1.1 PROPERTY DESCRIPTION

The Blue Property (previously called the Blue Copper Cobalt Property) is located in northwestern British Columbia, Canada, in the Atlin area. The Property lies along Hoboe Creek valley, adjoining Willison Bay, at the southwestern end of Atlin Lake. Taku River Tlingit First Nation. The geographic center of the property is at 59°13'35.9”N, 134°7'17.33”W.

The Property is approximately 18 km southwest of the town of Atlin. The port end of the Property is accessible from Willison Bay by boat or floatplane during the summer months and snowmobile or ski plane during the winter; access to the North and French Adit areas of the Property is best suited to helicopter support.

1.2 MINERAL TENURE

The Property comprises two contiguous mineral claims that cover an area of approximately 1,126.40 ha. Zimtu Capital Corp. is currently the sole registered owner of the claims. An option agreement for the Blue Property is subject to the following conditions where Core Assets shall pay Zimtu C$400,000 and 3,000,000 common shares structured as follows: (1) 150,000 and 1,000,000 common shares upon signing; (2) C$150,000 and 1,000,000 common shares 1 year from signing; and (3) 100,000 common shares 2 years from signing. Additionally, Zimtu will retain a 2% net smelter royalty (NSR) with a 50% buyback for C$1,000,000.

1.3 GEOLOGY AND MINERALIZATION

The Blue Property is situated in the Canadian Cordillera, straddling the eastern boundary of the Coast Belt and the western boundary of the Intermontane Belt. Jurassic through Cenozoic granitic complexes intrude Proterozoic to Holocene high grade metamorphic sedimentary and volcanic rocks. Mineralized skarns occur proximal to the Coast Plutonic Complex.

Mineralization on the Blue Property is hosted by a magnetite skarn with the principal observed ore minerals represented by magnetite and iron-copper sulphides; these are accompanied by variable amounts of gold and silver based on assay values. The magnetite skarns trend northwest-southeast along the Hoboe Creek valley, on the periphery of a biotite granodiorite, and are hosted by schists, metamorphosed limestones and siltstones. Sample highlights from Zimtu's 2018 exploration program are presented in Table 1-1 below.

Table 1-1. 2018 Zimtu Exploration Program Rock Sample Highlights

Sample ID	Easting	Northing	Au (ppm)	Ag (g/ton)	Cu (ppm)
12851	550180	6565740	0.920	46.5	12850
12852	550180	6565740	0.149	20.7	18550
12853	550180	6565740	0.166	19.5	15250
12854	550180	6565740	0.429	4.0	1340
12855	550177	6565743	0.046	1.3	293
12856	550177	6565741	0.011	0.5	360
12857	550186	6565756	1.570	5.7	980
12858	550187	6565757	0.082	12.0	17390
12859	550170	6565725	0.034	0.8	781
12860	550170	6565725	0.054	4.2	639
12861	550176	6565792	0.052	20.2	4000
12862	550176	6565792	0.569	22.6	25800
12863	550176	6565792	0.676	17.9	35000
12864	550176	6565792	0.867	20.3	33700
12865	550176	6565792	0.380	17.0	46500
12866	550176	6565792	0.270	14.8	20400
12867	550176	6565792	1.564	20.4	96400

Sample ID	Easting	Northing	Au (ppm)	Ag (g/ton)	Cu (ppm)
12868	550221	6565265	0.987	43.3	83200
12869	550234	6565245	0.010	0.5	3520
12870	550188	6565767	0.238	13.9	23900
12871	550188	6565767	0.246	16.1	25100
12872	550188	6565767	0.262	17.6	29000
12873	550198	6565767	0.369	14.5	79900
12874	549960	6566252	0.004	0.7	578
12875	549961	6566252	0.001	0.8	241
12876	549960	6566252	0.001	0.4	100
12877	549974	6566263	<0.001	0.5	191
12878	549977	6566275	<0.001	0.6	320

1.4 DEVELOPMENT AND OPERATIONS

There is no development or mining on the Property.

1.5 CONCLUSIONS AND RECOMMENDATIONS

Zimtu's 2018 exploration program confirmed the copper, silver, and gold mineralization potential of the Blue Property. Historically targeted skarn mineralization was also confirmed by the author of the report during the 2019 site visit (Table 1-2). Historic drill intersections could not be confirmed as the core record has not been preserved; however, numerous historic AQ drill collars/boxes were observed in the French and North adit areas during the 2019 site visit. The 2019 resistivity/induced polarization, geophysical survey successfully confirmed the ability to detect skarn mineralization at depth based on the known surface extents and historic drill logs. Additionally, the survey identified moderate chargeability anomalies up the hillside to the west of Hoboe Creek that can be drill tested; this area has mapped exposures of granitic rocks and therefore are considered to be porphyry style mineralization targets, similar to the mineralization recorded in historical DDH 2-3.

Based on the data collected and reviewed during the preparation of this report, a two-phase exploration program is recommended for the Blue Property. Phase I would be a geologic mapping campaign to verify and if necessary, amend the current interpretation of lithologies, contacts, alteration suites, and structures that has been generated from prior works. Mapping should focus on the surface exposures of mineralized skarns and the western, up slope, portions of the property overlying the proposed porphyry style chargeability anomalies. Concurrent sampling should be carried out during the mapping campaign to identify previously unreported mineralized skarn occurrences and prospective/fertile granitic rocks that could host porphyry style mineralization. Additionally, the mapping program should try to locate, identify, and label the historic drillholes, to assist in the creation of a basic 3D geological model. If warranted from the mapping and sampling results, a follow up soil sampling program over prospective areas is recommended to identify any geochemical anomalies.

Phase I work will be contingent on positive results achieved in Phase I; recommended work for Phase II consists of an expanded resistivity/induced polarization survey, designed to read approximately 100 m deeper, if possible, and a diamond drilling campaign. Priority targets generated from a combination of Phase I results and the additional geophysical survey lines should be drill tested with approximately 2,000 meters of coring over 5 to 6 holes based on the depth to mineralized or altered zones from historic diamond drill holes."

Recent Developments

The following events, and some background for reference, are principal activities which occurred in the years ended September 30, 2024 and 2025 and up to the date of this Circular.

Financial Year Ended September 30, 2024

- On November 16, 2023, David Hodge resigned from the Purchaser Board and the Purchaser appointed

Joshua Vann to the Purchaser Board.

- On November 17, 2023 the Purchaser completed a non-brokered private placement offering of: (i) 16,392,505 units at a price of C$0.12 per unit for gross proceeds of C$1,967,100.60, each unit consisting of one Purchaser Share and one-half of one Purchaser Warrant, and each whole Purchaser Warrant entitling the holder thereof to purchase one Purchaser Share for a period of two years at an exercise price of C$0.22 per Purchaser Share; and (ii) 25,923,752 flow-through units at a price of C$0.14 per flow-through unit for gross proceeds of C$3,629,325.28, each flow-through unit consisting of one flow-through Purchaser Share and one-half of one Purchaser Warrant, and each Purchaser Warrant entitling the holder thereof to purchase one Purchaser Share for a period of two years at an exercise price of C$0.22 per Purchaser Share;
- On April 25, 2024, the Purchaser granted an aggregate of 6,000,000 Purchaser Options to certain directors, officers, and consultants, exercisable for a period of five years from the date of grant at a price of C$0.135 per Purchaser Share, with such Purchaser Options vesting 12.5% on the date of grant and an additional 12.5% every six months thereafter until fully vested.

Financial Year Ended September 30, 2025

- On June 4, 2025, the Purchaser completed a consolidation of the Purchaser Shares on a 10:1 basis, whereby each Purchaser Shareholder received one post-consolidated Purchaser Share for every ten (10) pre-consolidated Purchaser Shares held, and changed its name from "Core Assets Corp." to "Core Silver Corp."
- On July 2, 2025, the Purchaser completed a non-brokered private placement offering of: (i) 5,410,000 non-flow-through units at a price of C$0.20 per unit, with each unit consisting of one Purchaser Share and one Purchaser Warrant, and each Purchaser Warrant entitling the holder thereof to purchase one Purchaser Share for a period of three years at an exercise price of C$0.30 per Purchaser Share; and (ii) 800,000 flow-through units at a price of C$0.25 per flow-through, each flow-through unit consisting of one Purchaser Share and one Purchaser Warrant, and each Purchaser Warrant entitling the holder to acquire one Purchaser Share for a period of three years at an exercise price of C$0.30 per Purchaser Share, for total gross proceeds of C$1,282,000 (the "**Private Placement**").
- On July 21, 2025, the Purchaser granted an aggregate of 1,170,000 Purchaser Options to certain directors, officers, and consultants, exercisable for a period of four years from the date of grant at a price of C$0.61 per Purchaser Share, with such Purchaser Options vesting immediately.
- On August 6, 2025, the Purchaser completed a non-brokered private placement offering of 8,000,000 units at a price of C$0.25 per unit for aggregate gross proceeds of C$2,000,000, with each unit consisting of one Purchaser Share and one Purchaser Warrant, and each Purchaser Warrant entitling the holder thereof to purchase one Purchaser Share for a period of twenty-four months at an exercise price of C$0.315 per Purchaser Share.

Subsequent to Financial Year Ended September 30, 2025

- On September 19, 2025, the Purchaser completed a non-brokered private placement offering under the "listed issuer financing exemption" available under Part 5A of National Instrument 45-106 – *Prospectus Exemptions*, as amended by Coordinated Blanket Order 45-935 – *Exemptions from Certain Conditions of the Listed Issuer Financing Exemption*, pursuant to which it issued 6,000,000 flow-through units at a price of C$0.75 per flow-through unit for aggregate gross proceeds of C$4,500,000, with each flow-through unit consisting of one flow-through Purchaser Share and one Purchaser Warrant, and each Purchaser Warrant entitling the holder thereof to purchase one Purchaser Share for a period of twenty-four months at an exercise price of C$0.85 per Purchaser Share (the "**FT LIFE Offering**").
- On January 14, 2026, the Purchaser granted an aggregate of: (i) 1,750,000 Purchaser Options to certain directors, officers, and consultants, exercisable for a period of four years from the date of grant at a price of C$0.81 per Purchaser Share, with such Purchaser Options vesting immediately; and (ii) 1,350,000 RSUs (as defined below) which will vest on the date that is 12 months from the date of grant.
- On April 27, 2026, the Purchaser entered into: (i) a binding letter of intent dated April 26, 2026 with the Company to effect a business combination pursuant to which the Purchaser would acquire all of the issued and outstanding Company Shares on a 1:1 basis in an all share transaction; and (ii) the Touleary Option

Agreement, a definitive option agreement dated April 26, 2026 pursuant to which the Purchaser may acquire up to a 20% undivided interest in the Touleary Property.

Description of Share Capital

The Purchaser's share capital consists of an unlimited number of Purchaser Shares, being common shares without par value.

Common Shares

The holders of Purchaser Shares are entitled to receive notice of, attend and vote at all meetings of shareholders of the Purchaser, except meetings at which only holders of another class or series of shares are entitled to vote separately as a class or series. Subject to any special rights or restrictions attaching to any other class or series of shares, holders of Purchaser Shares are entitled to one vote per Purchaser Share. The holders of Purchaser Shares are entitled to receive such dividends as may be declared by the Purchaser Board from time to time, subject to the rights of holders of shares with special rights as to dividends.

Stock Option Plan

On June 16, 2026, the Purchaser adopted a 10% "rolling" Stock Option Plan (the "**Purchaser Stock Option Plan**"), pursuant to which Purchaser Options may be granted to directors, officers, employees and consultants of the Purchaser to motivate them to advance the interest of the Purchaser by affording them with the opportunity to acquire an equity interest in the Purchaser. Under the terms of the Purchaser Stock Option Plan, the Purchaser can issue a maximum number of Purchaser Shares equal to 10% of the issued and outstanding Purchaser Shares of the Purchaser at the time the Purchaser Option is granted, subject to the restrictions imposed under applicable securities laws or the policies of the CSE.

Options may be granted under the Purchaser Stock Option Plan to such directors, officers, employees, or consultants of the Purchaser and its affiliates, if any, as the board of directors may from time to time designate. The exercise price of Purchaser Option grants will be determined by the board of directors, but will not be less than the greater of C$0.05 and the closing market prices of the underlying Purchaser Shares on (i) the trading day prior to the date of grant of the Purchaser Options and (ii) the date of grant of the Purchaser Options. Options terminate earlier as follows: (i) immediately in the event of dismissal with cause; (ii) one month from date of termination other than for cause; (iii) one year from the date of disability; or (iv) one year from the date of death, or as set forth in each particular Purchaser Option agreement. Options granted under Purchaser Stock Option Plan are not transferable or assignable other than by will or other testamentary instrument or pursuant to the laws of succession.

Long-Term Incentive Plan

On March 10, 2021, the Purchaser adopted a long-term incentive plan (the "**Purchaser LTIP**"), designed to attract, retain and motivate directors, key employees, and consultants and to align their interests with those of the Purchaser and its shareholders by providing long-term incentive compensation linked to the achievement of strategic, financial and operational objectives. The Purchaser LTIP permits the grant of restricted share units ("**RSUs**"), performance share units ("**PSUs**") and deferred share units ("**DSUs**"), each of which generally represents one Purchaser Share upon vesting or settlement. The maximum number of Purchaser Shares available for issuance pursuant to awards under the Purchaser LTIP is equal to 10% of the issued and outstanding Purchaser Shares of the Purchaser at the time of grant. Awards are generally non-transferable, are subject to specified vesting, forfeiture and termination provisions, and may accelerate or become payable upon a change of control.

Consolidated Capitalization

The following table sets forth the consolidated capitalization of the Purchaser as at July 20, 2026:

Security	As at July 20, 2026
Purchaser Shares	32,920,565
Purchaser Warrants[(1)]	20,210,000
Purchaser Options[(2)]	1,217,500
Purchaser LTIP Awards[(3)]	1,350,000
Total Fully Diluted	**55,698,065**

Notes:

(1) 8,000,000 Purchaser Warrants have an exercise price of C$0.32 and expire August 5, 2027; 6,000,000 Purchaser Warrants have an exercise price of C$0.85 and expire September 19, 2027; and 6,210,000 Purchaser Warrants have an exercise price of C$0.30 and expire July 2, 2028.

(2) 20,000 Purchaser Options have an exercise price of C$2.30 and expire on June 19, 2027; 27,500 Purchaser Options have an exercise price of C$1.35 and expire on April 25, 2029; and, 1,170,000 Purchaser Options have an exercise price of C$0.61 and expire on July 21, 2029.

(3) 1,350,000 RSUs representing a right, once vested, to 1,350,000 Purchaser Shares, will vest on January 14, 2027.

There have been no material changes in the share and loan capital of the Purchaser since March 31, 2026, the most recently completed financial period of the Company, as reflected in the Purchaser Interim Financial Statements. For further information on the Purchaser's consolidated capitalization, see the Purchaser Interim Financial Statements and corresponding Purchaser Interim MD&A, incorporated by reference in the Circular.

Prior Sales

The following table sets forth information in respect of issuances of Purchaser Shares and securities that are convertible or exchangeable into Purchaser Shares, during the 12-month period prior to the date of this Circular, including the price at which such securities have been issued, the number of securities issued, and the date on which such securities were issued:

Date	Number and Type of Security	Issue Price per Security (C$)	Aggregate Funds Received (C$)
July 21, 2025	1,170,000 Purchaser Options[(1)]	-	-
August 6, 2025	8,000,000 units[(2)]	0.25	2,000,000
September 19, 2025	6,000,000 flow-through units[(3)]	0.75	4,500,000
January 14, 2026	1,750,000 Purchaser Options[(4)] and 1,350,000 RSUs[(5)]	-	-

Notes:

(1) Each vested Purchaser Option is exercisable for one Purchaser Share for a period of four years from the date of grant at a price of C$0.61 per Purchaser Share, with such Purchaser Shares being vested.

(2) Each of unit consisted of one Purchaser Share and one Purchaser Warrant, with each Purchaser Warrant entitling the holder to purchase one Purchaser Share for a period of twenty-four months at an exercise price of C$0.315 per Purchaser Share.

(3) Each flow-through unit consisted of one flow-through Purchaser Share and one Purchaser Warrant, with each Purchaser Warrant entitling the holder thereof to purchase one Purchaser Share for a period of twenty-four months at an exercise price of C$0.85 per Purchaser Share.

(4) Each vested Purchaser Option is exercisable for one Purchaser Option for a period of four years from the date of grant at a price of C$0.81 per Purchaser Share.

(5) Each RSU vests on the date that is 12 months from the date of grant. Each vested RSU represents a right to one Purchaser Share.

Price Range and Trading Volume

The Purchaser Shares are listed and posted for trading on the CSE under the trading symbol "CC," on the OTCQB under the symbol "CCOOF," and on the Frankfurt Stock Exchange under the symbol "8ZR." The following tables set forth the price range for and trading volume of the Company Shares for the 12-month period prior to the date of this Circular on the CSE:

Date	High (C$)	Low (C$)	Volume
July 1 – July 20, 2026	0.4150	0.3150	149,874
June 2026	0.5500	0.3000	505,951
May 2026	0.5800	0.3650	432,888
April 2026	0.8000	0.4000	797,071
March 2026	0.7700	0.4500	422,436
February 2026	0.9400	0.6900	659,886

Date	High (C$)	Low (C$)	Volume
January 2026	0.9700	0.5300	1,173,618
December 2025	0.7200	0.5100	778,140
November 2025	0.8400	0.6000	274,917
October 2025	0.9300	0.6500	1,144,403
September 2025	0.8200	0.5200	1,298,114
August 2025	0.7900	0.4800	725,528

On July 9, 2026, the last trading day on which the Purchaser Shares traded prior to the announcement of the Arrangement Agreement, the closing price of the Purchaser Shares on the CSE was C$0.37 on the CSE. On July 20, 2026, the last trading day on which the Purchaser Shares traded prior to the date of this Circular, the closing price of the Purchaser Shares on the CSE was C$0.32.

Dividend Policy

The Purchaser has not paid dividends on Purchaser Shares since its incorporation. Any decision to pay dividends on Purchaser Shares in the future will be made by the Purchaser Board on the basis of the earnings, financial requirements and other conditions existing at such time.

Material Contracts

Except as otherwise disclosed below and elsewhere in this Circular, during the 12 months prior to the date of this Circular, the Purchaser has not entered into any contract, nor are there any contracts still in effect, that are material to the Purchaser, other than contracts entered into in the ordinary course of business.

The Purchaser currently has a Management Services Agreement in place with Zimtu Capital Corp. ("**Zimtu**"), whereby Zimtu provides the Purchaser with administrative and managerial services, which includes corporate maintenance, continuous disclosure services, rent and office space, and is paid a monthly fee of C$15,000.

Auditors, Registrar, and Transfer Agent

The auditor of the Purchaser is DeVisser Gray LLP, Chartered Professional Accountants, at 401—905 West Pender Street, Vancouver, British Columbia V6C 1L6. DeVisser Gray LLP was first appointed as the auditor of the Purchaser on March 10, 2021.

The Purchaser's registrar and transfer agent is Odyssey Trust Company at its office at 1310 – 1140 West Pender Street, Vancouver, British Columbia V6E 4G1.

Risk Factors

An investment in Purchaser Shares and the completion of the Arrangement are subject to certain risks. In addition to considering the other information contained in this Circular, including the risk factors described under the heading "*Part II – The Arrangement – Risk Factors Related to the Arrangement*" and "*Part II – The Arrangement – Risk Factors Related to the Operations of the Combined Company*," readers should consider carefully the risk factors described under the heading "*Industry and Economic Factors Affecting Performance*" in the Purchaser MD&As, which is incorporated by reference in this Circular.

Interests of Experts

DeVisser Gray LLP, the auditors of the Purchaser who prepared the auditors' report accompanying the Purchaser Annual Financial Statements have confirmed that they are independent of the Purchaser within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of British Columbia.

The Blue Property Report was prepared for the Purchaser and in accordance with NI 43-101 by Matthew Carter, P.Geo, a "qualified person" under NI 43-101 and independent of the Purchaser.

At the time the Purchaser Annual Financial Statements and the Blue Property Report were prepared, and thereafter, neither DeVisser Gray LLP nor Mr. Carter beneficially owned, directly or indirectly, more than 1% of the outstanding securities of the Purchaser or any of its associates or affiliates. In addition, neither DeVisser Gray LLP nor Mr. Carter

received any direct or indirect interest in securities of the Purchaser or any of its associates or affiliates in connection with the preparation of the auditors' report or the Blue Property Report.

Additional Information

The information contained in this Circular is given as of July 20, 2026 except as otherwise indicated.

Additional information, including directors' and officers' remuneration and indebtedness, principal holders of the Purchaser's securities and securities authorized for issuance under equity compensation plans, is contained in the Purchaser Circular, which is incorporated herein by reference. Financial information relating to the Purchaser is provided in the Purchaser Financial Statements and the accompanying Purchaser MD&A.

Copies of the foregoing documents and other disclosure documents, reports, statements and information filed by the Purchaser with the Canadian Securities Regulators may be obtained from the Purchaser's issuer profile on SEDAR+ at www.sedarplus.ca or by mail upon request from the Purchaser at: Suite 400 – 570 Granville Street, Vancouver BC V6C 3P1.

APPENDIX I
INFORMATION CONCERNING THE COMBINED COMPANY FOLLOWING COMPLETION OF THE ARRANGEMENT

The following information about the Combined Company following completion of the Arrangement should be read in conjunction with the documents incorporated by reference in this Circular, and the information concerning the Purchaser and the Company, as applicable, appearing elsewhere in this Circular.

See "*Cautionary Notice Regarding Forward-Looking Statements*" in the Circular in respect of forward-looking statements that are included in this Appendix I "*Information Concerning the Combined Company Following Completion of the Arrangement*," Appendix G "*Information Concerning the Company*," and Appendix H "*Information Concerning the Purchaser*."

All capitalized but undefined terms in this Appendix I "*Information Concerning the Combined Company Following Completion of the Arrangement*" have the meaning ascribed to such term in the Circular.

Overview

If completed, the Arrangement will result in the Purchaser becoming the owner of all of the Company Shares on the Effective Date and the Company will become a wholly-owned subsidiary of the Purchaser.

Assuming that there are no Company Dissenting Shareholders, no Company Shares are issued pursuant to the exercise of Company Options or Company Warrants prior to the Effective Time and there is no change to the number of Purchaser Shares issued and outstanding between the date of this Circular and immediately prior to the Effective Time, there will be, immediately following the completion of the Arrangement, approximately 54,141,705 Purchaser Shares issued and outstanding. Immediately following completion of the Arrangement: (i) Former Company Shareholders are expected to hold approximately 21,221,140 Purchaser Shares, representing approximately 39.2% of the issued and outstanding Purchaser Shares; and (ii) existing Purchaser Shareholders are expected to hold approximately 32,920,565 Purchaser Shares, representing approximately 60.8% of the issued and outstanding Purchaser Shares, in each case on a non-diluted basis based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular.

The Combined Company will continue to be a corporation existing under the BCBCA. It is anticipated that, after completion of the Arrangement, the Combined Company will continue to: (i) be a reporting issuer in British Columbia and Ontario;(ii) trade on the CSE under the trading symbol "CC"; (iii) have a head office located at Suite 400 – 570 Granville Street, Vancouver BC V6C 3P1; and (iv) have a registered and records office located at Suite 800 – 885 West Georgia Street, Vancouver, BC V6C 3H1.

Except as otherwise described in this Appendix I "*Information Concerning the Combined Company Following Completion of the Arrangement*", the business of the Combined Company following completion of the Arrangement and information relating to the Combined Company following completion of the Arrangement will generally be that of the Purchaser in all material respects.

Description of Material Mineral Properties

On completion of the Arrangement, the Purchaser's material mineral properties will be the Touleary Property and the Blue Property.

Further information regarding the Touleary Property can be found in Appendix G "*Information Concerning the Company – Material Mineral Property*" and further information regarding the Blue Property can be found in Appendix H "*Information Concerning the Purchaser – Material Mineral Property*".

Description of Share Capital

The authorized share capital of the Combined Company following completion of the Arrangement will continue to be as described in Appendix H "*Information Concerning the Purchaser*" attached to this Circular and the rights and restrictions of the Purchaser Shares will remain unchanged.

If completed, the Arrangement will result in the issuance, at the Effective Time, of one Purchaser Share for each Company Share held by Company Shareholders at the Effective Time. As at the close of business on the Record Date

of July 20, 2026 there were 21,221,140 Company Shares outstanding (on a non-diluted basis) and 32,920,565 Purchaser Shares outstanding (on a non-diluted basis).

Assuming that there are no Company Dissenting Shareholders, no Company Shares are issued pursuant to the exercise of Company Options or Company Warrants prior to the Effective Time and there is no change to the number of Purchaser Shares issued and outstanding between the date of this Circular and immediately prior to the Effective Time, there will be, immediately following the completion of the Arrangement, approximately 54,141,705 Purchaser Shares issued and outstanding. Immediately following completion of the Arrangement: (i) Former Company Shareholders are expected to hold approximately 21,221,140 Purchaser Shares, representing approximately 39.2% of the issued and outstanding Purchaser Shares; and (ii) existing Purchaser Shareholders are expected to hold approximately 32,920,565 Purchaser Shares, representing approximately 60.8% of the issued and outstanding Purchaser Shares, in each case on a non-diluted basis based on the number of securities of the Purchaser and the Company issued and outstanding as of the date of this Circular.

On completion of the Arrangement, assuming that the current number of convertible securities of the Company and the Purchaser does not change from the respective dates of the information provided herein, it is expected that the total number of Purchaser Shares issued and outstanding will be approximately 91,352,538 on a fully-diluted basis, as set forth in the table below:

Security	Consolidated Capitalization of Arcus	Consolidated Capitalization of Core Silver	Pro Forma Consolidated Capitalization of the Combined Company
Common Shares	21,221,140	32,920,565	54,141,705
Warrants	13,833,333	20,210,000	34,043,333
Options	600,000	1,217,500	1,817,500
RSUs	N/A	1,350,000	1,350,000
Total Fully Diluted	**35,654,473**	**55,698,065**	**91,352,538**

For more information, please see Appendix G "*Information Concerning the Company – Consolidation Capitalization*" and Appendix H "*Information Concerning the Purchaser – Consolidated Capitalization*" attached to the Circular.

Dividends

There are no restrictions in the Purchaser's articles or pursuant to any agreement or understanding which could prevent the Purchaser from paying dividends. The Purchaser has not, since its incorporation, declared or paid any dividends on Purchaser Shares, and does not currently have a policy with respect to the payment of dividends. For the foreseeable future, the Purchaser anticipates that it will not pay dividends but will retain future earnings and other cash resources for the operation and development of the Purchaser's business. The payment of dividends in the future will depend on the Purchaser's earnings, if any, the Purchaser's financial condition and such other factors as the Purchaser Board considers appropriate.

Board and Management

It is anticipated that following the completion of the Arrangement, the Combined Company's executive officers will be comprised of the executive officers of the Purchaser:

- Mr. Nicholas Rodway as President and Chief Executive Officer (current President, Chief Executive Officer of the Purchaser);
- Ms. Jody Bellefleur as Chief Financial Officer and Corporate Secretary; and
- Mr. Joshua Vann as Vice President of Business Development and Strategy.

It is anticipated that the Combined Company's board of directors will be comprised of five (5) directors, comprised of the following individuals:

- Mr. Nicholas Rodway (current director of the Purchaser);
- Mr. Sean Charland (current director of the Purchaser);
- Mr. Joel Faltinsky (current director of the Purchaser);
- Mr. Joshua Vann (current director of the Purchaser); and

- Mr. Darryl Jones (current Interim Chief Executive Officer and director of the Company).

- For further information concerning the foregoing individuals, including their present principal occupation, business or employment, and executive compensation, refer to other information contained in this Circular with respect to Mr. Jones and to the Purchaser Circular with respect to the current directors and executive officers of the Purchaser.

Principal Holders of Purchaser Shares Upon Completion of the Arrangement

To the knowledge of the directors and executive officers of the Company and the Purchaser, as of the date hereof, it is not anticipated that any securityholder will be the owner of record or beneficially own, directly or indirectly, or exercise control or direction over voting securities carrying more than 10% of the voting rights attached to the Purchaser Shares following completion of the Arrangement.

Auditors, Transfer Agent and Registrar

The auditor of the Combined Company following completion of the Arrangement will continue to be DeVisser Gray LLP, Chartered Professional Accountants at 401—905 West Pender Street, Vancouver, British Columbia V6C 1L6.

The transfer agent and registrar for the Purchaser Shares will continue to be Odyssey Trust Company at its office at 1310 – 1140 West Pender Street, Vancouver, British Columbia V6E 4G1.

Material Contracts

Other than as disclosed in this Circular or in the documents incorporated by reference herein, there are no contracts to which the Combined Company is expected to be a party following completion of the Arrangement that can reasonably be regarded as material to a potential investor, other than contracts entered into by the Purchaser and the Company in the ordinary course of business.

Risk Factors

The business and operations of the Combined Company following completion of the Arrangement will continue to be subject to the risks currently faced by the Purchaser and the Company, as well as certain risks unique to the Combined Company following completion of the Arrangement, including the risk factor set out below and those set out under the heading "*Part II – The Arrangement – Risk Factors Related to the Operations of the Combined Company*" in this Circular.

- The management consulting agreement between Mr. Rodway and Core Silver dated June 1, 2023 (the "**Management Agreement**"), pursuant to which he serves as President and CEO of the Purchaser, includes provisions for payments or Termination Compensation which may become payable to Mr. Rodway by the Combined Company, following completion of the Arrangement, if a Triggering Event occurs within one year of the "Change of Control" (as such capitalized terms are defined in the Management Agreement). To the knowledge of the Company, there is no Triggering Event (i.e. a reduction in title, compensation, other material terms of the engagement by Core Silver) planned and none is expected to occur. However, if a Triggering Event occurs within one year of the closing of the Arrangement and Mr. Rodway terminates the Management Agreement, or, regardless of whether a Triggering Event has occurred, if Core Silver terminates the Management Agreement within one year of the closing of the Arrangement except for in the case of material breach or as otherwise permitted under the Management Agreement, significant Termination Compensation may become payable to Mr. Rodway, which may include multiple of the annual base fee in effect as of the termination date of the Management Agreement, plus a payment equal to the average of the annual bonuses or other cash incentive payments, if any, paid by Core Silver pursuant to the Management Agreement for the two prior years. More information regarding the Purchaser's executive compensation is available in the Purchaser Circular incorporated herein by reference and available under the Purchaser's issuer profile on SEDAR+ available at www.sedarplus.ca.

Readers should also carefully consider the risk factors relating to the Purchaser described in Appendix H "*Information Concerning the Purchaser*," the Purchaser MD&As, all of the information disclosed in this Circular, and the other documents incorporated by reference herein. If any of the identified risks were to materialize, the Combined Company's business, financial position, results and/or future operations may be materially affected.

The risk factors that are identified in this Circular and the documents incorporated by reference are not exhaustive and other factors may arise in the future that are currently not foreseen that may present additional risks in the future.

APPENDIX J
DISSENT PROVISIONS OF THE BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)

Division 2 – Dissent Proceedings

Definitions and application

237 (1) In this Division:

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

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

"payout value" means,

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

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

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

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

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

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

(a) the court orders otherwise, or

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

Right to dissent

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

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on,

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91, or

(iii) without limiting subparagraph (i), in the case of a benefit company, to alter the company's benefit provision;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(1.1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent under section 51.995 (5) in respect of a resolution to alter its notice of articles to include or to delete the benefit statement.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

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

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

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

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

Waiver of right to dissent

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

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

(a) provide to the company a separate waiver for

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

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

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

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

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

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

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

Notice of resolution

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

(a) a copy of the proposed resolution, and

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

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

(a) a copy of the proposed resolution, and

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

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

(a) a copy of the resolution,

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

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

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

Notice of court orders

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

(a) a copy of the entered order, and

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

Notice of dissent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

name.

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

Notice of intention to proceed

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

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

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

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

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

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

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

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

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

Completion of dissent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment for notice shares

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

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

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

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

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

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

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

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

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

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

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

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

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

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

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

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

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

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

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

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

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

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

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

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

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

Shareholders entitled to return of shares and rights

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

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

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

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