VIRIDIAN METALS INC.
2000 – 1111 West Georgia Street
Vancouver, BC, V6E 4G2

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

NOTICE IS HEREBY GIVEN that an Annual General and Special Meeting (the "**Meeting**") of the shareholders of Viridian Metals Inc. (the "**Company**") will be held at **11:00 a.m. (PDT)** on **Wednesday, July 30 2025** at **2000 – 1111 West Georgia Street, Vancouver, BC, V6E 4G2** in order that the following resolutions be passed:

AS ORDINARY RESOLUTIONS:

1. to receive the audited financial statements of the company for the financial year ended December 31, 2024 and accompanying report of the auditor;

2. to fix the number of directors of the Company at five (5) and to elect each of Lee Bowles, Sebastien Charles, Stacie Clark (known as Stacie Jones), Alan Grujic and Tyrell Sutherland as directors of the Company to serve until the next annual general meeting of the shareholders or until their successors are duly elected or appointed;

3. to appoint McGovern Hurley LLP, Chartered Accountants, as the auditor of the Company for the ensuing year at a remuneration to be fixed by the directors;

4. to consider and, if deemed appropriate, to pass, with or without variation, a resolution to amend and restate the existing Surplus Value Escrow Agreement dated November 6, 2024, as described in the information circular accompanying this notice; and

5. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

Accompanying this Notice is an Information Circular (which sets out the full text of the above resolutions) and Proxy (with notes to Proxy).

A shareholder who is unable to attend the Meeting in person and who wishes to ensure that such shareholder's shares will be voted at the Meeting is requested to complete, date and sign the enclosed form of proxy or voting information form and deliver it in accordance with the instructions set out therein and in the Information Circular.

The enclosed Proxy is solicited by management of the Company and you may amend it, if you so desire, by striking out the names listed therein and inserting in the space provided the name of the person you wish to represent you at the Meeting.

DATED at Vancouver, British Columbia this 27th day of June, 2025.

BY ORDER OF THE BOARD

"Tyrell Sutherland"

_____
Tyrell Sutherland
CEO and Director

VIRIDIAN METALS INC.

ANNUAL GENERAL AND SPECIAL MEETING
OF SHAREHOLDERS TO BE HELD ON
Wednesday, July 30, 2025

VIRIDIAN METALS INC.

2000 - 1111 West Georgia Street
Vancouver, BC, V6E 4G2

Tel: (604) 684-4535
Email: info@viridianmetals.com

Management Information Circular
as at June 27, 2025

unless otherwise noted

PERSONS MAKING THE SOLICITATION

This information circular (the "**Information Circular**" or "**Circular**") is furnished in connection with the solicitation of proxies by management of Viridian Metals Inc. (the "**Company**") for use at an annual general and special meeting (the "**Meeting**") of holders (the "**Shareholders**") of common shares (the "**Shares**") of the Company to be held at **11:00 a.m. (Vancouver Time)** on **July 30, 2025** at the offices of the Company's counsel, located at **2000 – 1111 West Georgia St., Vancouver, BC, V6E 4G2** and any adjournment thereof for the purposes set forth in the accompanying notice of meeting (the "**Notice**").

Except where otherwise indicated, information contained in this Information Circular is given as of June 27, 2025.

The Company's financial statements are presented in Canadian dollars. Unless otherwise indicated, all dollar amounts in this Information Circular are expressed in Canadian dollars ("**$**").

GENERAL PROXY INFORMATION

Solicitation of Proxies

All costs of solicitation by management will be borne by the Company other than in respect of mailing to OBOs (as defined below). In addition to the solicitation of proxies by mail, directors, officers and employees of the Company may solicit proxies personally, by telephone, email or facsimile, but will not receive compensation for so doing.

Appointment and Revocability of Proxy

The individuals named in the accompanying form of proxy (the "**Proxy**") are the Company's counsel or its employees and were designated by management of the Company ("**Management**").

A registered Shareholder wishing to be represented by proxy at the Meeting or any adjournment or postponement thereof must deposit his, her or its executed form of proxy with the Company's transfer agent and registrar, Endeavor Trust Company, (i) by mail or delivery to **Endeavor Trust Corporation, Suite 702, 777 Hornby Street, Vancouver, BC V6Z 1S4** Attn: Proxy Department; (ii) by email to proxy@endeavortrust.com or (iii) by online submission at www.eproxy.ca no later than **11:00 a.m. (Vancouver Time) on July 28, 2025** or at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before any adjournment or postponement of the Meeting at which the proxy is to be used. After such time, the Chair of the Meeting may accept or reject a form of proxy delivered to him or her in his or her discretion, but is under no obligation to accept or reject any particular late form of proxy. A proxy should

be executed by the Shareholder or his or her attorney duly authorized in writing or, if the Shareholder is a Company, under corporate seal or by a duly authorized officer or attorney of the Company**.**

United States Beneficial holders: If you are a beneficial Shareholder located in the United States and wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as your proxy holder, in addition to the steps described above, you must obtain a valid legal proxy from your intermediary. Follow the instructions from your intermediary included with the legal proxy form and the voting information form sent to you, or contact your intermediary to request a legal proxy form or a legal proxy if you have not received one. After obtaining a valid legal proxy from your intermediary, you must then submit such legal proxy to Endeavor. Requests for registration from beneficial shareholders located in the United States that wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as their proxy holder must be sent by email to proxy@endeavortrust.com and received by **11:00 a.m. (Vancouver Time) on July 28, 2025.**

In addition to any other manner permitted by law, a proxy may be revoked, before it is exercised, by an instrument in writing executed in the same manner as a proxy and deposited to the attention of the Corporate Secretary of the Company at the registered office of the Company at any time up to 5:00 p.m. (Vancouver time) on the last business day before the day of the Meeting or any adjournment or postponement thereof at which the proxy is to be used, or with the Chair of the Meeting on the day of the Meeting or any adjournment or postponement thereof, and thereupon the proxy is revoked. The document used to revoke a proxy must be in writing and completed and signed by the Shareholder or his or her attorney authorized in writing or, if the Shareholder is a Company, under its corporate seal or by an officer or attorney thereof duly authorized.

A registered Shareholder attending the Meeting has the right to vote in person and, if the Shareholder does so, his, her or its proxy is nullified with respect to the matters such Shareholder votes upon and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

Under normal conditions, confidentiality of voting is maintained by virtue of the fact that the Company's transfer agent tabulates proxies and votes. However, such confidentiality may be lost as to any proxy or ballot if a question arises as to its validity or revocation or any other like matter. Loss of confidentiality may also occur if the board of directors of the Company (the "**Board**" or "**Board of Directors**") decides that disclosure is in the interests of the Company or its Shareholders.

EXERCISE OF DISCRETION

Shares represented by properly executed Proxies in favour of persons designated in the enclosed form of Proxy will, where a choice with respect to any matter to be acted upon has been specified in the form of Proxy, be voted in accordance with the specification made. **In the absence of any such specification, the Proxy will be voted as recommended by management.** Where directions are given by the Shareholder in respect of voting for or against any resolution, the proxyholder will do so in accordance with such direction.

The enclosed form of Proxy, when properly signed, confers discretionary authority upon the person named therein as proxyholder with respect to amendments or variations to matters which may be properly brought before the Meeting. As at the date of this Information Circular, Management knows of no such amendments, variations or other matters to come before the Meeting. However, if any other matters, which are not now known to management, should properly come before the Meeting, then the Management designees intend to vote in accordance with the judgment of management.

NON-REGISTERED HOLDERS

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold their Shares in their own name and are considered non-registered beneficial Shareholders.

Only registered holders of Shares or the persons they appoint as their proxyholder are permitted to vote at the Meeting. However, in many cases, Shares beneficially owned by a person (a "**Non-Registered Holder**") are registered either: (i) in the name of an intermediary (an "**Intermediary**") (including, among others, banks, trust companies, securities dealers, brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs, TFSAs and similar plans) that the Non- Registered Holder deals with in respect of the Shares; or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant. Non-Registered Holders should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting. In accordance with the requirements of the Canadian Securities Administrators, the Company will have distributed copies of the meeting materials, including the form of proxy/voting instruction form and the Information Circular (collectively, the "**Meeting Materials**") to the clearing agencies and Non-Registered Holders, or Intermediaries for onward distribution to Non-Registered Holders, as applicable. If you are a Non-Registered Holder, your Intermediary will be the entity legally entitled to vote your Shares at the Meeting. Shares held by an Intermediary can only be voted upon the instructions of the Non-Registered Holder. Without specific instructions, Intermediaries are prohibited from voting Shares.

Applicable regulatory policy requires Intermediaries to seek voting instructions from Non-Registered Holders in advance of the Meeting. Often, the form of proxy supplied to a Non-Registered Holder by its Intermediary is identical to the form of proxy provided to registered Shareholders; however, its purpose is limited to instructing the registered Shareholder how to vote on behalf of the Non-Registered Holder. The majority of Intermediaries delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails a scannable voting instruction form in lieu of the form of proxy. The Non-Registered Holder is requested to complete and return the voting instruction form to Broadridge by mail or facsimile. Alternatively, the Non-Registered Holder may call a toll-free telephone number or access the Internet to provide instructions regarding the voting of Shares held by the Non-Registered Holder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. A Non-Registered Holder receiving a voting instruction form cannot use that voting instruction form to vote Shares directly at the Meeting, as the voting instruction form must be returned as directed by Broadridge well in advance of the Meeting in order to have such Shares voted.

Non-Registered Holders should ensure that instructions respecting the voting of their Shares are communicated in a timely manner and in accordance with the instructions provided by their Intermediary or Broadridge, as applicable. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Non-Registered Holders in order to ensure that their Shares are voted at the Meeting.

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purpose of voting Shares registered in the name of their Intermediary, a Non-Registered Holder may attend the Meeting as proxyholder for the Intermediary and vote the Shares in that capacity. **Non-Registered Holders who wish to attend the Meeting and indirectly vote their Shares as a proxyholder, should enter their own names in the blank space on the form of proxy or voting instruction form provided to them by their Intermediary and/or Broadridge, as applicable, and return the same in accordance with the instructions provided by their Intermediary and/or Broadridge, as applicable, well in advance of the Meeting.**

In any case, the purpose of the above noted procedures is to permit Non-Registered Holders to direct the voting of the Shares which they beneficially own. Non-Registered Holders should carefully follow the instructions and procedures of their Intermediary or Broadridge, as applicable, including those regarding when and where the form of proxy or voting instruction form is to be delivered.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as "**NOBOs**". Non-Registered Holders who have objected to their Intermediary disclosing the ownership information about themselves to the Company are referred to as "**OBOs**".

In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), the Company has distributed copies of the Meeting Materials to the Intermediaries for onward distribution to NOBOs. In accordance with NI 54-101, the Company does not intend to pay for Intermediaries to forward Meeting Materials to OBOs and an OBO will not receive Meeting Materials unless such OBO's Intermediary assumes the cost of delivery.

All references to Shareholders in this Information Circular and the accompanying instrument of proxy and Notice of Meeting are to registered Shareholders unless specifically stated otherwise.

BUSINESS COMBINATION

On November 6, 2024 the Company completed a "three cornered amalgamation" with Viridian Metals Corp. ("**Viridian**"), a federal Canadian company that constituted a reverse take over of the Company by Viridian (the "**Business Combination**"). Pursuant to the Business Combination, among other things, Viridian became a wholly-owned subsidiary of the Company, the Company changed its name from "Coco Pool Corp." to "Viridian Metals Inc." and the Company assumed the business of Viridian.

For additional information concerning the Business Combination, refer to the filing statement of the Company dated October 28, 2024 (the "**Filing Statement**"), each of which is available under the Company's SEDAR+ profile at www.sedarplus.ca.

RECORD DATE

Persons registered on the records of the Company at the close of business on June 23, 2025 (the "**Record Date**") are entitled to vote at the Meeting. The failure of any Shareholder to receive a copy of the Notice of Meeting does not deprive the Shareholder of the right to vote at the Meeting. Only persons who are Shareholders as of the Record Date are entitled to vote their Shares at the Meeting.

QUORUM

Any number of Shareholders, present in person or represented by proxy, holding at least 5% of the Shares entitled to attend and vote at the Meeting, will constitute a quorum at the Meeting or any adjournment or postponement thereof. The Company's register of Shareholders as of the Record Date have been used to deliver to Shareholders the Meeting Materials as well as to determine who is eligible to vote at the Meeting.

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

Except as disclosed herein no person: (a) who has been a Director or executive Officer at any time since the commencement of the Company's last financial year; (b) who is a proposed nominee for election as a Director; or (c) who is an associate or affiliate of a person included in subparagraphs (a) or (b), has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting other than the election of Directors and the appointment of auditors and as set out herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company's authorized capital consists of an unlimited number of common shares without par value. As at the Record Date, there were 52,944,939 Shares issued and outstanding. Each Share carries the right

to one vote. The Shares are listed for trading on the Canadian Securities Exchange (the "**CSE**" or "**Exchange**") under the symbol "VRDN".

Any Shareholder of record at the close of business on the Record Date who either personally attends the Meeting or who has completed and delivered a Proxy in the manner specified herein, subject to the provisions described above, shall be entitled to vote or to have such Shareholder's Shares voted at the Meeting.

In accordance with the accompanying Notice of Meeting, this Information Circular contains only ordinary resolutions, requiring for their approval a majority of the votes in respect of the resolution.

To the best of the knowledge of the Board, no person or company beneficially owns, directly or indirectly, or exercises control over, shares carrying more than 10% of all voting rights other than as follows:

Name	Type of Ownership	Number of Shares Held	Percentage
Lee Bowles	Direct	10,163,520	19.20%
Tyrell Sutherland	Indirect	19,731,500	37.27%
Accilent Capital Management Inc.	Direct and Indirect	10,749,655	20.30%

MATTERS TO BE BROUGHT BEFORE THE MEETING

1. FINANCIAL STATEMENTS, DIRECTORS REPORT, MANAGEMENT'S DISCUSSION AND ANALYSIS & ADDITIONAL INFORMATION

The Company's financial statements, including the accompanying notes and the auditor's report, and Management's Discussion and Analysis ("**MD&A**") for the year ended December 31, 2024 will be presented to the Shareholders at the Meeting. Shareholders may contact the Company to request copies of the financial statements and MD&A by: (i) mail to Suite 2000 - 1111 West Georgia Street, Vancouver, British Columbia, V6E 4G2; or (ii) by email to info@viridianmetals.com

Additional information relating to the Company may be found on its profile on SEDAR+ at www.sedarplus.ca. Financial information is provided in the Company's comparative financial statements and MD&A for the year ended December 31, 2024.

2. ELECTION OF DIRECTORS

The Board of Directors presently consists of five (5) directors being Lee Bowles, Sebastien Charles, Stacie Clark (known as Stacie Jones) Alan Grujic, and Tyrell Sutherland (the "**Directors**").

Shareholder approval will be sought at the Meeting to determine the number of directors at five (5) for the ensuing year. The term of office of each present Director expires at the Meeting. Management proposes to nominate the Directors for re-election to the Board.

At the Meeting, Shareholders will be asked to consider, and, if deemed appropriate, to pass, with or without variation, an ordinary resolution, the text of which is as follows (the "**Election Resolution**"):

"BE IT HEREBY RESOLVED as an ordinary resolution of the Company that:

1. the number of directors of the Company be fixed at five (5);

2. the election of each of Lee Bowles, Sebastien Charles, Stacie Clark, Alan Grujic and Tyrell Sutherland as directors of the Company to hold office until the next annual general meeting of the shareholders of the Company or until their successors are elected is hereby approved; and

3. any officer or director of the Company is, and the agents of the Company are, hereby authorized and directed for and on behalf of the Company to execute and deliver, under corporate seal of the Company or otherwise, and all such other documents and instruments and to do all such other acts and things as in his or her opinion may be necessary or desirable to give full effect to the above resolutions."

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Election Resolution as set forth above and therein. The Company does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **proxies held by the persons designated as proxyholders in the accompanying Proxy will be voted for another nominee in their discretion unless the shareholder has specified in his or her form of proxy that his or her Shares are to be withheld from voting in the election of directors.** Each director elected will hold office from the date of the Meeting until the next annual general meeting of shareholders or until their successors are elected or appointed, unless his or her office is earlier vacated in accordance with the articles of the Company or the provisions of the *Business Corporations Act* (British Columbia).

The following table sets forth the names of the management nominees for election as directors; their offices and positions with the Company; the period of time that they have been directors; their present principal occupation, business or employment; and the number of Shares which are beneficially owned, directly or indirectly, or controlled or directed by them.

Name, Province and Country of Residence and Current Position with the Company	Director Since	Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised (1)	Principal Occupation for the Past Five Years (1)
Lee Bowles(2) Toronto, ON, Canada *Director*	Nov. 6, 2024	10,163,520	Chief Executive Officer of Ironstone Capital Corp. Director of Mayo Lake Minerals Inc.
Sebastien Charles(2) Gatineau, QC, Canada *Director*	Nov. 19, 2021	500,806	Managing Partner at CFM Financial Consulting Inc. President and COO of Akyucorp Ltd. operating as The Best You from 2016 to July 2024

Name, Province and Country of Residence and Current Position with the Company	Director Since	Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised (1)	Principal Occupation for the Past Five Years (1)
Stacie Clark (known as Stacie Jones) Port Moody, BC Canada *Director*	June 16, 2025	nil	Founder and Principal of Stacked Geoscience Consulting Corp. since Mar. 2023 VP Exploration of Golden Planet Mining Corp from Dec. 2021 – Dec. 2023 Senior Geologist at Sabina Gold and Silver Corp. from June 2017 to Dec. 2021.
Alan Grujic(2) San Rafael, CA, USA *Director*	Nov. 6, 2024	972,000	CEO of Silvertrain AI Inc. Managing Principal of Coherion Group Managing Member of All of Us Financial LLC
Tyrell Sutherland Almonte, Ontario, Canada *CEO and Director*	Nov. 6, 2024	19,731,500	CEO of Viridian Metals Corp. Regional Exploration Manager, Auteco Minerals Ltd.

Notes:
(1) Based on information provided by the directors as at the date of this Circular.
(2) Current member of the Audit Committee.

Biographies of Proposed Directors

Lee Bowles

Mr. Bowles brings over 25 years of investment experience with several independent investment dealers in Toronto, New York and London. He is credited with helping build one of Canada's leading resource focused investment dealers. Most recently, he provided institutional equity sales coverage with a focus on European based institutions. He has held board positions on several Canadian listed explorers and was a board member of Levon Resources prior to their merger with Discovery Metals in 2019.

Sebastien Charles

Mr. Charles has over 25 years of varied business experience. Mr. Charles obtained a B. Comm with a specialization in management information systems from the University of Ottawa. In 2006 he obtained an MBA from the University of Quebec in Montreal, is a Chartered Professional Accountant and has completed

the Canadian Securities Course (CSC).

Mr. Charles been a partner at CFM Financial Consulting Inc. since March 2015 specializing in advising on strategic planning, general business consulting, mergers, divestitures, acquisitions, raising capital through private and/or institutional lending.

Mr. Charles has worked in the business services, manufacturing, healthcare and retail industries. He was most currently, until June 2024, President and COO of The Best You, a chain of Medical Aesthetics and Skin Cancer Care clinics in Ontario.

Stacie Clark (known as Stacie Jones)

Stacie Jones has over a decade of senior leadership and technical experience across the exploration and mining sector. Most recently, she served as Vice President of Exploration at Golden Planet Mining Corp., where she led multi-phase drill programs, oversaw technical reporting, and played a key role in advancing early-stage discoveries into defined assets.

Prior to that, she held the role of Senior Geologist at Sabina Gold and Silver Corp., where she contributed to the development of one of Canada's most significant gold projects. She also served as Technical Business Manager at Bureau Veritas Minerals, where she provided geochemical and analytical solutions to major and mid-tier mining companies, bridging the gap between lab science and exploration strategy.

Alan Grujic

Alan Grujic, a Toronto-born innovator, has an impressive background in engineering and finance. He co-founded Infinium Group, a trailblazing trading firm, and Galiam Capital, a hedge fund with a quantitative edge. More recently he created All of Us Financial, a venture that caught PayPal's attention for acquisition. In 2023, Grujic ventured into advisory roles in AI and biosecurity, and is now pioneering an AI consulting startup.

Tyrell Sutherland

Mr. Sutherland is a professional geologist with over 15 years in the exploration industry. He was instrumental in Auteco Mineral's acquisition and management of the Pickle Crow Project, increasing resources by 500% to >2 Moz within 24 months. He served in exploration roles with Ivanhoe Mines, Kirkland Lake Gold, Goldcorp, Anglo-Gold Ashanti and senior exploration roles with Auteco Minerals and TerreX Minerals. He was on the board of Levon Resources during their merger with Discovery Metals in 2019. His experience spans 4 continents and all stages of the exploration to development pipeline. He has worked extensively with First Nations, advising the Nacho Nyak Dun Development Corporation in relation to the mining industry since 2019.

Corporate Cease Trade Orders or Bankruptcies

Except as disclosed below, no proposed director, officer or promoter of the Company or a securityholder of the Company which holds a sufficient number of securities of the Company to affect materially the control of the Company within 10 years before the date of this Information Circular, has been a director, officer or promoter of any Person or Company that, while that Person was acting in that capacity, was the subject of a cease trade or similar order, or an order that denied the other issuer access to any exemptions under applicable securities law, for a period of more than 30 consecutive days, or became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Sabino R. Di Paola was Chief Financial Officer of Vanoil Energy Ltd. ("Vanoil") which was issued, a Cease Trade Order ("CTO") by the BCSC on February 3, 2017 for failure to file its audited annual financial

statements for the year ended September 30, 2016 and related management's discussion and analysis by the required filing date. Mr. Di Paola resigned as CFO of Vanoil in June 2017 and the CTO remains active.

Penalties or Sanctions

No proposed director, officer or promoter of the Company, or a securityholder of the Company which holds sufficient securities of the Company to affect materially the control of the Company has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body, including a self-regulatory body, that would be likely to be considered important to a reasonable securityholder making a decision about the Transaction.

Personal Bankruptcies

No proposed director, officer or promoter of the Company, or a securityholder of the Company to affect materially the control of the Company or a personal holding company of any such Persons has, within the 10 years before the date of this Information Circular become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director, officer or promoter.

3. APPOINTMENT OF AUDITORS

Shareholders will be asked to vote for the re-appointment of McGovern Hurley LLP ("**McGovern**"), to serve as auditors of the Company to hold office until the next annual general meeting of the shareholders or until such firm is removed from office or resigns as provided by law, and to authorize the Board to fix the remuneration to be paid to McGovern. McGovern was first appointed as auditor of the Company in 2024.

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the appointment of McGovern as auditors as set forth above and therein.

Recommendation: Management recommends shareholders to vote for the approval of the appointment of McGovern as the Company's auditors at remuneration to be fixed by the Board.

4. AMENDMENT OF SURPLUS SECURITY ESCROW AGREEMENT

In connection with the completion of the Business Combination and the listing of the Shares on the TSX Venture Exchange (the "**TSXV**") certain persons were required to place the Shares held by them into a Surplus Security Escrow Agreement (the "**Surplus Escrow Agreement**") in the form mandated by the TSXV.

The Company subsequently delisted from the TSXV and listed on the CSE on February 6, 2025. In connection with the listing on the CSE, the CSE required that all securities subject to the Surplus Escrow Agreement remained subject to that agreement on the same terms.

On June 2, 2025 a new policy 5.4 of the TSXV (the "**New Policy**") came into force which, amongst other things, ended the requirement for Principals to place their securities in a Surplus Security Escrow Agreements and harmonized the terms of the Surplus Escrow Agreement with what was formerly known as a Value Security Escrow Agreement so that all securities required to be escrowed in respect of a transaction such as the Business Combination would now be subject to a single form of Escrow Agreement (the "**New Form Escrow Agreement**").

The TSXV provided in the New Policy, that issuers that had securities that were subject to a Surplus Security Escrow Agreement in respect of transactions completed less than 36 months prior, may apply to the TSXV to amend existing Surplus Security Escrow Agreements to have terms equivalent to the New Form Escrow Agreement. In order to have the transfer approved the Company must receive disinterested shareholder approval of such amendment and make an application to the TSXV for the amendment to occur.

The Company has applied to the CSE to amend and restate the terms of the Surplus Escrow Agreement such that following the amendment there will be a new escrow agreement (the "**New Escrow Agreement**") that has terms commensurate with the New Form Escrow Agreement (the "**Amendment**"). The CSE has confirmed it has no objection to the Amendment subject to the approval of the Shareholders as described in the section entitled "*Voting on the Amendment*".

Material Changes to the Escrow Agreement.

The Surplus Escrow Agreement has a three-year escrow period and the were released or scheduled to be released from escrow as follows:

Percentage of Escrowed Shares Released from Escrow	Release Date
5%	November 6, 2024
5%	May 6, 2025
10%	November 6, 2025
10%	May 6, 2026
15%	November 6, 2026
15%	May 6, 2027
40%	November 6, 2027

The proposed New Escrow Agreement has a three-year escrow period and the were released or scheduled to be released from escrow as follows:

Percentage of Escrowed Shares Released from Escrow	Release Date
10%	As of November 6, 2024
15%	As of May 6, 2025
15%	November 6, 2025
15%	May 6, 2026
15%	November 6, 2026
15%	May 6, 2027
15%	November 6, 2027

In addition the New Escrow Agreement will not include the requirement included in the Surplus Escrow Agreement that all securities subject to it are cancelled if the asset, property, business or interest that formed the basis of the Business Combination is lost, or abandoned, or the operations or development of such asset, property or business is discontinued.

The current terms of the Surplus Escrow Agreement are more particularly described in the Filing Statement filed in connection with the Business Combination. The proposed amended New Escrow Agreement is attached hereto as Schedule "A".

Effect of Amendment

The following securities are currently held and that have been previously released from in the Surplus Escrow Agreement:

Name of Securityholder	Designation of Class	Number of Securities initially held in Surplus Escrow	Number of Securities released from Surplus Escrow (1)	Number of Securities remaining in Surplus Escrow (1)
The Lewis Grujic Family Trust (2)	Common Shares	972,000	97,200	874,800
The Lewis Grujic Family Trust (2)	Common Share Purchase Warrants	972,000	97,200	874,800
Sans Peur Exploration Services Inc. (3)	Common Shares	19,670,000	1,967,000	17,703,000
Lee Bowles	Common Shares	10,163,520	1,016,352	9,147,168
Sabino Di Paola	Common Shares	1,150,000	115,000	1,076,400
Total		**32,927,520**	**3,292,752**	**29,634,768**

Notes:

1. Calculated at June 27, 2025.
2. The Lewis Grujic Family Trust. is a trust of which Alan Grujic, a director of the Company is Trustee.
3. Sans Peur Exploration Services Inc. is a private limited company controlled by Tyrell Sutherland, President and CEO of the Company.

Following the Amendment the securities that will be held and released from the New Escrow Agreement will be as follows:

Name of Securityholder	Designation of Class	Number of Securities initially held in Surplus Escrow	Number of Securities released from New Escrow (1)	Number of Securities remaining in New Escrow (1)
The Lewis Grujic Family Trust	Common Shares	972,000	243,000	729,000

Name of Securityholder	Designation of Class	Number of Securities initially held in Surplus Escrow	Number of Securities released from New Escrow (1)	Number of Securities remaining in New Escrow (1)
The Lewis Grujic Family Trust	Common Share Purchase Warrants	972,000	243,000	729,000
Sans Peur Exploration Services Inc.	Common Shares	19,670,000	4,917,500	14,752,500
Lee Bowles	Common Shares	10,163,520	2,540,880	7,622,640
Sabino Di Paola	Common Shares	1,150,000	287,500	897,000
Total		**32,927,520**	**8,231,880**	**24,695,640**

Notes:

1. Calculated as if the amendment had occurred at any time between June 27, 2025 and November 5, 2025.

For the avoidance of doubt the amendment will result in the immediate release of an additional cumulative amount of 4,793,328 common shares and 145,800 common share purchase warrants to the Principals listed above, being the balance to be released as of May 6, 2025.

Voting on the Amendment.

As further described above, the Amendment must be approved by a majority of the votes cast by the holders of Shares who vote at the Meeting, excluding Shares (the "**Excluded Shares**") held by those persons who are subject to the Surplus Escrow Agreement and their associates and affiliates as identified above in the section entitled "*Effect of Amendment*".

To the knowledge of management of the company, there are 32,063,020 Shares which are Excluded Shares and will be excluded from voting on the Amendment Resolution (as defined below).

Therefore, at the meeting, Shareholders that are not holders of Excluded Shares will be asked to approve an ordinary resolution substantially in the following form (the "**Amendment Resolution**"):

"BE IT HEREBY RESOLVED as an ordinary resolution of the Company that:

1. *The Company is hereby authorized to amend and restate the Surplus Value Escrow Agreement between the Company, Endeavor Trust Company and certain securityholders of the Company dated November 6, 2024 such that such agreement will be amended to be in the form of a new Escrow Agreement (the "**New Escrow Agreement**") as attached as Schedule "A" to the Company's Information Circular dated June 27, 2025;*

2. *such amendments to the form of the New Escrow Agreement are authorized to may be made from time to time as the Board may, in its discretion, consider to be appropriate and as a required by any regulatory authority or the Company's transfer agent, provided that such amendments will be subject to the approval of all applicable regulatory authorities if required; and*

3. *any one director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents, agreements and instruments, and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such documents, agreements or instruments or the doing of any such act or thing.*

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Amendment Resolution.

Recommendation: Management recommends shareholders to vote for the approval of the appointment of the Amendment Resolution.

STATEMENT OF EXECUTIVE COMPENSATION

The Company's Statement of Executive Compensation, in accordance with the requirements of *Form 51-102F6V – Statement of Executive Compensation – Venture Issuers*, is set forth below.

For the purposes of this Information Circular, a Named Executive Officer ("**NEO**") of the Company means each of the following individuals:

- a chief executive officer ("**CEO**") of the Company;
- a chief financial officer ("**CFO**") of the Company;
- in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000; and
- each individual who would be an NEO under paragraph (c) above but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

Based on the above the Company had two NEOs, namely Tyrell Sutherland, CEO and Sabino Di Paola, CFO.

Oversight and Description of NEO Compensation

The Company seeks to provide motivation and incentives to its executives with a view to enhancing Shareholder value, successfully implementing the Company's business plans, attracting and retaining key employees, recognizing the scope and level of responsibility of each position, providing a competitive level of total compensation to all of its executives, and rewarding superior performance and achievement. The Company evaluates both performance and compensation to ensure that its compensation philosophy and objectives are met. The Company periodically reviews its executive compensation philosophy and program to ensure that they are consistent with the Company's goal of attracting, retaining and motivating its executive officers to enhance Shareholder value.

The Company's Compensation Committee is responsible for reviewing the Company's compensation philosophy and developing and fostering a compensation policy that rewards the creation of Shareholder value and reflects an appropriate balance between short and long-term performance. It is important to the Company to ensure it is capable of attracting, motivating and retaining individuals who will contribute to the long-term success of the Company.

The Compensation Committee is responsible for (i) reviewing and negotiating the total compensation program for the NEOs and any other executive officers; (ii) reviewing security based compensation plans, guidelines and grants, and (iii) reviewing the compensation policy and principles that will be applied to other employees of the Company. The Compensation Committee then makes recommendations to the Board in each of these areas for approval. In reviewing executive compensation, the Compensation Committee and the Board seeks the advice of the CEO and CFO regarding other officers and employees of the Company (including the NEOs) and allows them to participate in deliberations on those persons. Neither the CEO nor CFO typically participate in the deliberations of the Compensation Committee or Board on their compensation and their compensation is solely determined by the Board on the recommendation of the Compensation Committee.

The objectives of the Company's NEO compensation program are to: (a) attract, motivate and retain high-caliber individuals; (b) align the interests of the NEOs with those of the Shareholders; (c) establish an objective connection between NEO compensation and the Company's financial and business performance; and (d) incentivize the NEOs to continuously improve operations and execute on corporate strategy. The

NEO compensation program is, therefore, designed to reward the NEOs for increasing Shareholder value, achieving corporate performance that meets pre-defined objective criteria and improving operations and executing on corporate strategy.

The Company's policy with respect to the compensation of NEOs includes both subjective and objective components. The objective component is to establish key performance indicators ("KPIs") in a number of areas including exploration success and corporate development and to attribute a general weighting of such KPIs commensurate with the individual areas of responsibility of each NEO. The subjective component is to review total compensation with respect to the achievement of the Company's goals and objectives as well as take into consideration the NEOs total compensation. The Company recognizes the importance of ensuring that overall compensation for NEOs is not only internally equitable, but also competitive within the market segment. Specifically, the Compensation Committee's review and evaluation will include measurement of, among others, the following areas: (a) the achievement of corporate objectives, such as financings, partnerships and other business development; (b) the achievement of product development goals; (c) the Company's financial condition; and (d) the Company's share price and market capitalization In each case the Compensation Committee considers the budgetary constraints and other challenges facing the Company.

The Company does not use any formal benchmarking in determining compensation, although from time to time the Compensation Committee assesses whether NEO compensation is generally in line with that at comparable companies. The Company seeks to reward a NEO's current and future performance and the achievement of corporate and financial milestones, and to align the interests of NEOs with the interests of the Shareholders.

Elements of Compensation

The compensation of NEOs may be comprised of the following elements: (a) base salary; (b)discretionary cash bonus; and (c) long-term equity incentives, consisting of awards of securities under the Omnibus Plan (defined below). These principal elements of compensation are described in further detail below.

Base Salary

Each NEO receives a base salary, which constitutes a significant portion of the NEO's compensation package. Base salary is recognition for discharging day-to-day duties and responsibilities and reflects the NEO's performance over time, as well as that individual's particular experience and qualifications. Each NEO's base salary is reviewed by the Compensation Committee and approved by the Board on an annual basis and may be adjusted to take into account performance contributions for the year and to reflect sustained performance contributions over a number of years.

Cash Bonuses

In addition to base salary, each NEO may receive a discretionary cash bonus related to performance however there is no contractual right to any bonus for any NEO.

Bonuses may be awarded by the Board, on the recommendation of the Compensation Committee and are based on qualitative and quantitative performance standards and are intended to reward performance of NEOs individually if felt required.

For the year ended December 31, 2024 the Company did not set any particular milestones or key performance indicators for the attainment of bonuses and no bonuses were paid.

Long-Term Incentives

The Company's long-term incentive compensation for senior executives (including the NEOs) is provided through the issuance of equity incentives under the Omnibus Plan. To date only stock options have been

granted under the Omnibus Plan. Participation in the Omnibus Plan is considered to be a critical component of compensation that incentivizes the NEOs to create long-term Shareholder value, as the value of the Options are directly dependent on the market valuation of the Company. The Omnibus Plan also serves to assist the Company in retaining senior executives as the equity incentives that may be granted under the Omnibus Plan typically vest over time.

Each NEO is eligible for grants of equity incentives under the Omnibus Plan to be recommended by the Compensation Committee and approved by the Board. The Company currently has no formal grant schedule but may make grants of equity incentives upon significant milestones in the Company's development, on an annual basis or discretionary one off grants at any time.

No grants were made to NEO's or directors in 2024 other than grants made to Sabino Di Paola and Sebastien Charles in their roles as directors or officers of the Company whilst it was a capital pool company and prior to the Business Combination.

When determining whether and how many new grants will be made, the Compensation Committee and the Board takes into account the amount and terms of any outstanding equity incentives. The Company does not require its NEOs to own a specific number of Shares.

The Omnibus Plan requires that the exercise or issuance price of equity incentives may not be less than the Market Price of the Shares at the time the relevant security is granted. Securities vest at the discretion of the Board. The award of any equity incentives under the Omnibus Plan to the NEOs is subject to the approval of the Board.

For further details concerning the Omnibus Plan, see "*Incentive Plan Awards – Summary of Terms of Omnibus Plan*" below.

Compensation of Directors

Non officer directors may be eligible for a director's fee, however none has currently been paid or been approved.

In addition such directors are eligible to be granted equity incentives in accordance with the Omnibus Plan. The granting of equity incentives provides a link between director compensation and the Company's share price. It also rewards directors for achieving results that improve Company performance and thereby seeks to increase shareholder value.

In making a determination as to whether a grant of long-term equity incentives is appropriate, and if so, the number of equity incentives that should be granted, the Compensation Committee will consider: the number and terms of outstanding equity incentives held by each director; the value in securities of the Company that it intends to award as compensation; the potential dilution to shareholders; the cost to the Company; general industry standards; and the limits imposed by the terms of the Omnibus Plan and the Exchange. The terms and conditions of the Company's equity incentive grants, including vesting provisions and exercise prices, are governed by the terms of the Omnibus Plan.

Directors may be reimbursed for out-of-pocket expenses incurred in carrying out their duties as directors.

Officers of the Company who also act as directors do not receive any additional compensation for services rendered in such capacity, other than as paid by the Company in their capacity as officers.

The Compensation Committee is responsible for determining director compensation and making recommendations on the same for approval by the Board. Director compensation is reviewed by the Compensation Committee on an annual basis.

Pension Plan Benefits

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Company and none are proposed at this time.

Director and NEO Compensation, Excluding Compensation Securities

The following table sets forth the compensation of the NEO's and directors, except for compensation securities, for the fiscal years ended December 31, 2023 and December 31, 2024:

Name and Position	Fiscal Year Ended December 31	Salary, consulting/ director fee, retainer or commission ($)[7]	Bonus ($)[7]	Committee / Meeting Fees ($)[7]	Value of Perquisites ($)[7]	All Other Compensation ($)[7]	Total Compensation ($)[7]
Tyrell Sutherland CEO and Director[1]	2024	27,000[8]	Nil	Nil	Nil	138,935 [9]	165,935
	2023	Nil	Nil	Nil	Nil	92,700 [9]	92,700
Sabino R. Di Paola CFO and Former Director[2]	2024	60,000	45,000[10]	Nil	Nil	Nil	105,000
	2023	23,000	Nil	Nil	Nil	Nil	23,000
Lee Bowles Director[3]	2024	60,000	Nil	Nil	Nil	Nil	60,000
	2023	40,000	Nil	Nil	Nil	Nil	40,000
Alan Grujic Independent Director[4]	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
Sebastien Charles Former CFO and Director [5]	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
Koby Smutylo Former CEO and Former Director[6]	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
Daniel Nahon Former Director[6]	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
GuyLaine Charles Former Director[6]	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
Heather E. Sim Former Director[6]	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil
Mark Kowalski Former CFO and Former Director[6]	2024	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Mr. Sutherland was appointed as CEO and Director on November 6, 2024.
(2) Mr Di Paolo was appointed as CFO and resigned as a director on November 6, 2024.
(3) Mr. Bowles was appointed as a director on November 6, 2024
(4) Mr. Grujic was appointed as a director on November 6, 2024
(5) Mr. Charles resigned as CFO on November 6, 2024 but remained as a director of the Company
(6) Resigned all of their positions upon completion of the Business Combination.
(7) Compensation includes all compensation received from Virdian Metals Corp. prior to the Business Combination and from the Company following the Business Combination.
(8) Mr. Sutherland forewent a portion of his contracted fees for acting as CEO for the year ended Dec. 31, 2024.
(9) Paid to Sans Peur Exploration Services Inc. a company owned by Mr. Sutherland for exploration and evaluation services.
(10) Paid to Mr. Di Paola in 150,000 Shares at $0.30 per share as a signing bonus on his contract.

INCENTIVE PLAN AWARDS

Stock Option and other Compensation Securities

The following table sets forth all compensation securities granted or issued to each NEO and director by the Company in the financial year ended December 31, 2024 for services provided directly or indirectly to the Company or a subsidiary of the Company.

Compensation Securities							
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 (C$)**	**Closing price of security or underlying security on date of grant (3) (C$)**	**Closing price of security or underlying security at year end(3) (C$)**	**Expiry Date**
Sebastien Charles Director(1)	Stock Options	9,200(4)	Mar.27, 2024	$0.17	N/A	N/A	Mar.27, 2034
	Stock Options	24,632	Feb.8, 2024	$0.22	N/A	N/A	Feb. 8, 2034
Lee Bowles Director(2)	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Alan Grujic Director(2)	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Tyrell Sutherland Director(2)	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A
Sabino Di Paola CFO(3)	Stock Options	4,600	Feb.8 2024	$0.22	N/A	N/A	Feb.8, 2034

Note:

(1) Mr Charles held a total of 59,206 stock options as of December 31, 2024.
(2) Mr. Di Paola held a total of 4,600 stock options as of December 31, 2024.
(3) Held no stock options as of December 31, 2024.
(4) These stock options were fully vested on grant but are subject to a CPC Escrow Agreement dated November 8, 2023 between the Company, Endeavor Trust Company and certain security holders of the Company. 25% have been released on November 6, 2024, with the remainder being released as to 25% every 6 months thereafter.

Exercise of Compensation Securities by Directors and NEOs

No compensation securities of the Company were exercised by directors or NEOs during the financial year ended December 31, 2024 however Sabino Di Paola did exercise 1,000,000 stock options of Viridian Metals Corp. at a price of $0.01 per common share on May 14, 2024, prior to the completion of the Business Combination.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following tabled sets out equity compensation plan information as at December 31, 2024:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plan (excluding securities reflected in column (a)) (c)
Equity compensation plan approved by securityholders	2,815,800[(1)]	$0.42	7,105,987 [(2)]
Equity compensation plan not approved by securityholders	Nil	Nil	Nil
Total	2,815,800	$0.42	Nil

Note:
(1) All of which are issued and outstanding stock options.
(2) 2,145,093 of which may be issued as stock options, the remainder of which may only be issued as incentive equity other than stock options.

Summary of Terms of Omnibus Plan

The Company adopted an omnibus equity incentive plan (the "**Omnibus Plan**") as of November 6, 2024 that was approved by the shareholders of the Company at a meeting of the shareholders held on September 12, 2024. The Company determined that it is desirable to have a wide range of incentive awards, including stock options ("**Options**"), restricted share units ("**RSUs**"), performance share units ("**PSUs**"), and deferred share units ("**DSUs**") to attract, retain and motivate employees, directors, executive officers and consultants of the Company.

Following is a summary of the Omnibus Plan, which is qualified in its entirety by the full text of the Omnibus Plan which is available on the Company's profile on SEDAR+ at www.sedarplus.ca Any capitalized undefined term in this section shall have meaning ascribed to it in the Omnibus Plan.

The Omnibus Plan is a combined 10% rolling stock option plan and a fixed security based compensation plan, and permits the Company to grant Options, RSUs, PSUs, DSUs and Other Share-Based Awards (subject to prior acceptance of the Exchange) (individually an "**Award**" or collectively "**Awards**") to eligible Participants (as defined in the Omnibus Plan).

The purpose of the Omnibus Plan is to: (i) provide the Company with a mechanism to attract, retain and motivate highly qualified directors, officers, employees and consultants of the Company and its affiliates; (ii) align the interests of Participants with that of other shareholders of the Company generally; and (iii) enable and encourage Participants to participate in the long-term growth of the Company through the acquisition of Shares as long-term investments.

Under the Omnibus Plan, the aggregate number of Shares reserved for issuance pursuant to Awards of Options granted under the Omnibus Plan shall not exceed 10% of the Company's total issued and outstanding Shares from time to time.

In respect of DSUs, RSUs or PSUs, the aggregate number of Shares reserved for issuance pursuant to Awards other than for Options granted under the Omnibus Plan shall not exceed 10% of the Shares at the effective date of the Omnibus Plan.

To the extent any Awards other than for Options (or portion(s) thereof) under the Omnibus Plan terminate or are cancelled for any reason prior to exercise, then any Shares subject to such Awards (or portion(s) thereof) shall be added back to the number of Shares reserved for issuance under the Omnibus Plan and will again become available for issuance pursuant to the exercise of Awards (other than for Options) granted under the Omnibus Plan. Shares will not be deemed to have been issued pursuant to the Omnibus Plan with respect to any portion of an Award (other than for Options) that is settled in cash.

The following is a summary of further terms and conditions of the Omnibus Plan:

(a) the Board may grant Awards to employees, officers and directors of, and consultants to, the Company and its subsidiaries;

(b) the total number of the Shares reserved for issuance upon the exercise of Options by any person conducting investor-relation activities cannot exceed, during any twelve month period, 2% of the number of outstanding Shares;

(c) the exercise price of Options is determined by the Board at the time options are granted, but cannot be less than the greater of (i) $0.05 (ii) closing market price of the Shares on the Trading before such Options are granted or on the date of grant of the Options;

(d) subject to the requirements of the Exchange, the Board has the discretion to set the terms of any vesting schedule for each Award granted, including discretion to: (a) permit partial vesting in stated percentage amounts based on the length of time between the date on which an Award is granted and the expiry date of such Award; and (b) permit full vesting after a stated period of time has passed from the date on which an Award is granted.

(e) Awards expire as determined by the Board with a maximum of ten years after the date of grant;

(f) if a Participant ceases to be eligible under the Omnibus Plan due to a termination for cause, all Awards held by the Participant lapse on that date, unless otherwise determined by the Board;

(g) if a Participant dies, any Award held by the Participant may be exercised at the latest on the date of expiry of the Award or one year after the date of death, whichever occurs first, after which the Award lapses;

(h) if a Participant ceases to be eligible under the Omnibus Plan otherwise than for cause or death, any Award held by the Participant may be exercised for a period of 90 days after the date of such ineligibility (30 days in the case of a Participant performing investor-relation activities), after which the Award lapses;

(i) the exercise price is payable in full at the time an Option is exercised;

(j) Awards are non-assignable and non-transferable, other than by the laws of succession, provided that, subject to prior approval of the Board and the Exchange, an Award may be assigned to a corporation controlled by a Participant;

(k) if the Company is required under the Income Tax Act (Canada) or any other applicable law to remit to any governmental authority an amount on account of tax on the value of any taxable benefit associated with the exercise of an Option by a Participant, then the Participant shall, concurrently with the exercise of the Option:

i. pay to the Company, in addition to the exercise price for the Options, sufficient cash as is determined by the Company, in its sole discretion, to be the amount necessary to fund the required tax remittance;

ii. authorize the Company, on behalf of the Participant, to sell in the market, on such terms and at such time or times as the Company determines, in its sole discretion, such portion of the Shares being issued upon exercise of the Option as is required to realize cash proceeds in an amount necessary to fund the required tax remittance;

iii. or (iii) make other arrangements acceptable to the Company, in its sole discretion, to fund the required tax remittance;

(l) in the event that a bona fide offer for the Shares is made to shareholders generally, outstanding Options may be exercised in whole or in part so as to permit the Participant to tender the Shares issued upon such exercise;

(m) the Plan Administrator may, without the consent of any Participant, take such steps as it deems necessary or desirable, including to cause outstanding Awards to vest and become exercisable, realizable, or payable, or restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of a Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such Change in Control provided that such Participant ceases to be an eligible Participant under this Plan upon such Change of Control;

(n) notwithstanding the provisions of Section 10.1 of the Omnibus Plan, but subject to compliance with the policies of the Exchange, the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in such Section, or in an employment agreement, Award Agreement or other written agreement between the Company or a subsidiary of the Company and the Participant, permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards, all in the manner and on the terms as may be authorized by the Plan Administrator and with respect to Awards to U.S. Taxpayers, in a manner that does not result in adverse tax consequences under Section 409A of the Code;

(o) subject to Section 12.8(d) of the Omnibus Plan and except as otherwise provided in an Award Agreement, no settlement date for any RSU or PSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any RSU or PSU, under Section 6.4 or 7.6 of the Omnibus Plan any later than the final Business Day of the third calendar year following the year in which the RSU or PSU is granted;

(p) in taking any of the steps provided in Sections 11.3 and 11.4 of the Omnibus Plan, the Plan Administrator will not be required to treat all Awards similarly and where the Plan Administrator determines that the steps provided in Sections 11.3 and 11.4 would not preserve proportionately the rights, value and obligations of the Participants holding such Awards in the circumstances or otherwise determines that it is appropriate, the Plan Administrator may, but is not required, to permit the immediate vesting of any unvested Awards;

(q) unless otherwise determined by the Plan Administrator and set forth in the particular Award Agreement, and subject to any the restrictions imposed by the Exchange, as part of a Participant's grant of DSUs, PSUs or RSUs (as applicable) and in respect of the services provided by the Participant for such original grant, DSUs, PSUs and RSUs (as applicable) shall be credited with dividend equivalents in the form of additional DSUs, PSUs or RSUs, as applicable, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be in the amount a Participant would have received if the DSUs, PSUs or RSUs had been settled for Shares on the record date of such dividend. Dividend equivalents credited to a Participant's account shall be subject to the same terms and conditions, including vesting and time of settlement, as the DSUs, PSUs or RSUs, as applicable, to which they relate. Notwithstanding any other terms of the Omnibus Plan, if the number of securities issued as dividend equivalents, together with all of the Company's other share-based compensation would exceed any of the limits set forth in the Omnibus Plan or in the policies of the Exchange then the Company may make payment for such dividend in cash to the extent that it does not have a sufficient number of Shares available under the Omnibus Plan to satisfy its obligations in respect of such dividends;

(r) subject to prior approval by the Board, where the Company has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to a Participant to purchase the Shares underlying Options, the Participant may borrow money from such brokerage firm to exercise Options. The brokerage firm will then sell a sufficient number of Shares to cover the Exercise Price of such Option in order to repay the loan made to the Participant. The brokerage firm will receive an equivalent number of Shares from the exercise of such Options and the Participant will receive the balance of the Shares or the cash proceeds from the balance of such Shares;

(s) subject to prior approval by the Board, a Participant, excluding Options held by any Investor Relations Service Provider, may elect to surrender for cancellation to the Company any vested Option. The Company will issue to the Participant, as consideration for the surrender of the Option, that number of Option Shares (rounded down to the nearest whole number) determined on a net issuance basis in accordance with a formula set forth in Section 4.7 of the Omnibus Plan.

Employment, Consultant, And Management Contracts

Management functions of the Company are not to any substantial degree performed by a person or company other than the Directors or executive Officers.

The following describe the material terms of each agreement or arrangement under which compensation was provided during the most recently completed financial year or is payable in respect of services provided to the company or any of its subsidiaries that were provided by either directors or NEOs.

Tyrell Sutherland, President and CEO

Viridian Metals Corp., a wholly owned subsidiary of the Company entered into a consulting agreement ("Sutherland Agreement") with Tyrell Sutherland on March 31, 2024 to act as President and Chief Executive Officer. Viridian Metals Corp. subsequently amalgamated with the Company and the Company assumed the rights and obligations under the Sutherland Agreement.

The Sutherland Agreement provides for a base fee payment of $72,000 per annum to be paid to Mr. Sutherland and such benefits and bonuses that the Company may award, at its discretion. The Company will also reimburse Mr. Sutherland for reasonable authorized travelling and other out-of-pocket expenses incurred by Mr. Sutherland.

Mr. Sutherland may terminate the Sutherland Agreement at any time by providing the Company with thirty day's notice in writing to that effect. Upon receiving such notice, the Company may continue Mr. Sutherland's engagement with the Company or terminate the Sutherland Agreement immediately, provided, that the Company pays Mr. Sutherland a lump sum cash payment equal to thirty days of his consulting fees.

Upon termination of the Sutherland Agreement for cause, Mr. Sutherland will be entitled to receive all fees earned up to and including Mr. Sutherland's last day of engagement.

In the event of a Change Event, either Mr. Sutherland or the Company, in each of their sole discretion, may terminate the Sutherland Agreement. For purposes of this provision, a "Change Event" shall be deemed to have occurred at such time as:

(i) an acquisition of any voting securities of the Company by any person, firm or corporation, after which such person, firm or corporation, together with its "affiliates" and "associates", becomes the "beneficial owner", directly or indirectly, of more than one half (50%) of the total voting power of the Company's then outstanding voting securities. It is agreed by the Corporation and the Consultant that this change of control clause cannot be triggered until by a public listing within the next 12 months or any changes to the board within the next 12 months while the Company is private as part of facilitating a public listing;

(ii) the shareholders of the Company approve a merger, share exchange, consolidation or reorganization involving the Company and any other corporation or other entity that is not controlled by the Company, as a result of which less than one half (50%) of the total voting power of the outstanding voting securities of the Company or of the successor corporation or entity after such transaction are held in the aggregate by the holders of the Company's voting securities immediately prior to such transaction;

(iii) the shareholders of the Company approve a liquidation or dissolution of the Company, or approve the sale or other disposition by the Company of all or substantially all of the Company's assets to any person, firm or corporation (other than a transfer to a Subsidiary of the Company); and

(iv) there is a change of more than 50% of the board of directors.

If the Company elects to terminate the Sutherland Agreement in the event of a Change Event, the Company shall pay Mr. Sutherland a lump sum payment equal to of twelve months of consulting fees.

The following table provides details regarding the estimated incremental payments from the Company to Tyrell Sutherland, assuming that the triggering event occurred on the date of this Circular:

Name of NEO	***Total Payments***
Tyrell Sutherland	$72,000

Sabino Di Paola, Chief Financial Officer

Viridian Metals Corp., a wholly owned subsidiary of the Company entered into a consulting agreement ("Di Paola Agreement") with Sabino Di Paola on March 31, 2024 to act as Chief Financial Officer of the Company. Viridian Metals Corp. subsequently amalgamated with the Company and the Company assumed the rights and obligations under the Di Paola Agreement.

The Di Paola Agreement provides for the payment of a base fee of $60,000 per annum to be paid to Mr. Di Paola and such benefits and bonuses that the Company may award, at its discretion. the Company will also reimburse Mr. Di Paola for reasonable authorized travelling and other out-of-pocket expenses incurred by Mr. Di Paola.

The Di Paola Agreement has equivalent (i) termination provisions; and (ii) Change Event provisions to the Sutherland Agreement.

The following table provides details regarding the estimated incremental payments from the Company to Sabino Di Paola, assuming that the triggering event in respect of a Change Event occurred on the date of this Circular:

Name of NEO	***Total Payments***
Sabino Di Paola	$60,000

Lee Bowles, Vice President, Business Development

Viridian Metals Corp., a wholly owned subsidiary of the Company entered into a consulting agreement ("Bowles Agreement") with Lee Bowles on March 31, 2024 to act as Vice President, Business Development of the Company. Viridian Metals Corp. subsequently amalgamated with the Company and the Company assumed the rights and obligations under the Bowles Agreement.

The Bowles Agreement provides for a base fee of $60,000 per annum to be paid to Mr. Bowles and such benefits and bonuses that the Company may award, at its discretion. the Company will also reimburse Mr. Bowles for reasonable authorized travelling and other out-of-pocket expenses incurred by Mr. Bowles.

The Bowles Agreement has equivalent (i) termination provisions; and (ii) Change Event provisions to the Sutherland Agreement.

The following table provides details regarding the estimated incremental payments from the Company to Lee Bowles, assuming that the triggering event in respect of a Change Event occurred on the date of this Circular:

Name of NEO	***Total Payments***
Lee Bowles	$60,000

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than "routine indebtedness" as defined in applicable securities legislation, since January 1, 2024, being the commencement of the financial year covered by this Meeting, there was no indebtedness of any current or former director or officer of the Company, any proposed nominee for election as a director of the Company, or any associate of any of the foregoing persons, to the Company or to any other entity which is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries.

CORPORATE GOVERNANCE PRACTICES

National Policy 58-201 – *Corporate Governance Guidelines* sets out a series of guidelines for effective corporate governance (the "**Guidelines**"). The Guidelines address matters such as the constitution and independence of corporate boards, the functions to be performed by boards and their committees and the effectiveness and education of board members. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**") requires the disclosure by each listed Company of its approach to corporate governance with reference to the Guidelines as it is recognized that the unique characteristics of individual companies will result in varying degrees of compliance. Set out below is a description of the Company's approach to corporate governance in relation to the Guidelines.

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

Board of Directors

The Board currently consists of five (5) directors.

NI 58-101 defines an "independent director" as a director who has no direct or indirect material relationship with the Company. A "material relationship" is a relationship which could, in the view of the Board, be reasonably expected to interfere with such member's independent judgment.

Each of Alan Grujic and Stacie Clark is deemed to be an independent director within the meaning of NI 58-101, on the basis that they do not have any direct or indirect material relationship with the Company which could be reasonably expected to interfere with the exercise of his independent judgment.

Each of Tyrell Sutherland and Lee Bowles are not considered to be independent within the meaning of NI 58-101 because they are officers of the Company and Sebastien Charles is not considered independent as he is a former officer of the Company.

The Board believes that it can adequately function independently of management. To enhance its ability to act independent of management, the Board meets in the absence of members of management and the non-independent directors or may excuse such persons from all or a portion of any meeting where a potential conflict of interest arises or where otherwise appropriate.

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

- adopting a strategic planning process;
- understanding and monitoring the political, cultural, legal and business environments in which Company operates;
- risk identification and ensuring that procedures are in place for the management of those risks;
- review and approve annual operating plans and budgets;
- succession planning, including the appointment, training and supervision of management;
- delegations and general approval guidelines for management;
- monitoring financial reporting and management;
- monitoring internal control and management information systems;
- corporate disclosure and communications;
- adopting measures for receiving feedback from stakeholders; and

- adopting key corporate policies designed to ensure that Company, its directors, officers and employees comply with all applicable laws, rules and regulations and conduct their business ethically and with honesty and integrity.

Meetings of the Board are held on an ad hoc basis depending on the state of Company's affairs and in light of opportunities or risks which Company faces.

Each member of the Board understands that he is entitled, at the cost of the Company, to seek the advice of an independent expert if he reasonably considers it warranted under the circumstances. No director found it necessary to do so during the financial year ended December 31, 2024.

All Board Meetings had full attendance during the year ended December 31, 2024.

Directorships

As at the date hereof, the following Directors are also directors of other reporting issuers as set out below:

Name of Director	Name of Reporting Issuer
Lee Bowles	Mayo Lake Minerals Inc.

Orientation and Continuing Education

While the Board does not have a formal orientation and training program for its new members, sufficient information (such as recent annual reports, financial statements, management discussion and analysis, proxy solicitation materials and various other operating and budget reports) is provided to any new Board member to ensure that new directors are familiarized with the Company's business and the procedures of the Board. New directors meet with management of the Company to receive a detailed overview of the operations of the Company. As each director has a different skill set and professional background, orientation and training activities are tailored to the particular needs and experience of each director. Inquiries are handled by the Board on a case by case basis with outside consultation, if required. All directors are encouraged to visit and meet with management on a regular basis. The Company makes continuing education available to directors as the need or opportunity arises in order to ensure that they have the necessary skills and knowledge to meet their respective obligations to the Company. The Board encourages open and honest discussion at all meetings to foster and encourage critical thinking and learning.

Ethical Business Conduct

The Board has not adopted a formal code of business conduct and ethics. The Board is of the view that the fiduciary duties placed on individual directors by the *Business Corporations Act* (British Columbia) and common law together with corporate statutory restrictions on an individual director's participation in Board decisions in which the director has an interest are sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

The Board is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting of the shareholders.

Prior to nominating new directors, the Board will (i) consider what competencies and skills the Board, as a whole, should possess; and (ii) assess what competencies and skills each existing director possesses; and (iii) decide upon the necessary and desirable competencies of directors.

The Board is considered as a group, with each individual making his or her own contribution. Attention is also paid to the personality and other qualities of each director, as these may ultimately determine the

boardroom dynamic.

In addition the Board will consider (i) the competencies and skills each new nominee will bring to the boardroom; and (ii) whether or not each new nominee can devote sufficient time and resources to his or her duties as a Board member.

Compensation

The Compensation Committee of the Company is mandated to assist the Board with:

- the establishment of key human resources and compensation policies, including all incentive and equity based compensation plans;
- the performance evaluation of the Chief Executive Officer and the Chief Financial Officer, and determination of the compensation for the Chief Executive Officer, the Chief Financial Officer and other senior executives of Inspire;
- the establishment of policies and procedures designed to identify and mitigate risks associated with the Company's compensation policies and practices;
- succession planning, including the appointment, training and evaluation of senior management; and
- compensation of directors.

The Compensation Committee annually reviews and recommends performance objectives for the CEO, CFO and other senior executives and evaluates their performance in respect of these objectives for the prior year. It then, taking into the account the views of the relevant persons, recommends to the Board any bonus attainment or future changes in proposed compensation for those persons. It is also responsible for annually reviewing directors' compensation and making recommendations to the Board regarding this. The Board is ultimately responsible for approving compensation.

The Compensation Committee is comprised of Alan Grujic and Sebastien Charles (Chair), each of whom is not an officer of the Company.

Other Board Committees

The Company currently does not have any committees other than the Audit Committee and Compensation Committee.

Assessments

The effectiveness of the Board and individual directors is assessed on an ongoing basis by the Board as a whole. The Board monitors and from time to time discusses the adequacy of information given to directors, the effectiveness of communications between board members themselves and between the Board and management, and the processes of the board and its committees. Directors are encouraged to discuss any perceived issues or weaknesses that they feel may impair the effective operation of the Board.

No formal assessment criteria have been established and assessments are informal in nature. Given the size of the current Board, and the candid and open nature of its operation, formal assessment criteria are not considered to be required or warranted at this time; however, the Board may establish more formal assessment criteria in the future..

AUDIT COMMITTEE

The Audit Committee's Charter

The Audit Committee is mandated to oversee the Company's accounting and financial reporting processes, the preparation and auditing of the Company's financial statements, review press releases and other public

disclosure of financial results, review other regulatory documents as required and meet with outside auditors independently of management of the Company.

A copy of the Company's Audit Committee Charter is attached hereto as Schedule "B".

Composition of the Audit Committee

The Audit Committee consists of as many members as the Board shall determine, but in any event not fewer than three members who are appointed by the Board. The composition of the Audit Committee shall meet all applicable independence, financial literacy and other legal and regulatory requirements, including as set out in National Instrument 52-110 – *Audit Committees* ("NI 52-110").

The Company is a "venture issuer" (as defined under NI 51-110). As such, the Company is exempt from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

The current members of the Audit Committee are Lee Bowles, Sebastien Charles and Alan Grujic. The Chair of the Audit Committee is Alan Grujic.

Pursuant to NI 52-110, among other requirements, all members of the Audit Committee are required to be "financially literate" (as such term is defined in NI 52-110) and a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company.

Each member of the Audit Committee is "financially literate" within the meaning of NI 52-110 and possesses education or experience that is relevant for the performance of their responsibilities as Audit Committee members. Heather E. Sim and Daniel Nahon are each is considered to be independent within the meaning of NI 52-110. Sabino Di Paola was previously independent however, as he is the Chief Financial Officer of Viridian and therefore has a material interest in the Transaction he is no longer considered as independent.

Relevant Education and Experience

All members of the Audit Committee are "financially literate" within the meaning of NI 52-110 and each member has:

- an understanding of the accounting principles used by the Company to prepare its financial statements;
- an ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
- experience preparing, 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; and
- an understanding of internal controls and procedures for financial reporting.

See "*Matters to be Acted Upon at the Meeting – Election of Directors – Biographies of Directors*" for additional details regarding each member's education and experience which is potentially relevant to the performance of their responsibilities as a member of the Audit Committee.

Audit Committee Oversight

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

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on the exemptions contained in Sections 2.4, 6.1.1(4), 6.1.1(5), 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 of NI 52-110 provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the financial year in which the non-audit services were provided. Sections 6.1.1(4), 6.1.1(5) and 6.1.1(6) of NI 52-110 provide exemptions from the requirement that a majority of the members of an audit committee of a venture issuer not be executive officers, employees or control persons of the venture issuer or of an affiliate of the venture issuer, in certain circumstances and subject to certain conditions. Part 8 of NI 52-110 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

Pre-Approval Policies and Procedures

Based on the Company's Audit Committee Charter and subject to the requirements of NI 52-110, the engagement of non-audit services is considered and pre-approved by the Audit Committee on a case-by-case basis.

External Auditor Service Fees (By Category)

The aggregate fees paid by the Company to its auditor in each of the last two fiscal years are as follows:

	Audit fees	Audit related fees	Tax fees	All other fees (non-tax)
FY2024	$57,844	$14,420(1)	Nil	$20,000(2)
FY2023	$22,500	Nil	Nil	Nil

Note:

(1) For auditor review of interim financial statements associated with the Business Combination.
(2) Additional costs incurred in respect of the Business Combination.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed herein or in the notes to the Company's financial statements for the financial years ended December 31, 2023 and December 31, 2024, and excluding interests solely by virtue of existing or acquired securities holdings, there were no material interests, direct or indirect, of the Company's insiders, proposed nominees for election as directors, or any associate or affiliate of such insiders or nominees in any transaction of the Company since the commencement of the Company's financial year ended December 31, 2024, or in any proposed transaction, which has materially affected or would materially affect the Company or any of its subsidiaries.

OTHER BUSINESS

As of the date of this Information Circular, management is not aware of any other matters to come before the Meeting. The securities represented by the Proxy will be voted as directed by the holder, but if such direction is not made in respect of any matter, the Proxy will be voted as recommended by Management.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR+ at www.sedarplus.ca. Financial information relating to the Company is provided in the Company's comparative financial statements and management's discussion and analysis ("**MD&A**") for its most recently completed financial year ended August 31, 2023. Shareholders may contact the Company to request copies of the financial statements and

the MD&A.

DATED at Vancouver, British Columbia, this 27th day of June, 2025

BY ORDER OF THE BOARD OF DIRECTORS

"Tyler Sutherland"

Tyler Sutherland
Director

SCHEDULE A – NEW ESCROW AGREEMENT

[SEE ATTACHED]

AMENDED AND RESTATED ESCROW AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, _____

AMONG:

VIRIDIAN METALS INC. (the "**Issuer**")

AND:

ENDEAVOR TRUST COMPANY (the "**Escrow Agent**")

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE ISSUER (a "**Securityholder**" or "**you**")

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

WHEREAS:

A. The Parties are the parties to a Surplus Security Escrow Agreement dated November 6, 2024 (the "**Prior Agreement**") in connection with the completion of the reverse take over of the Issuer by Viridian Metals Corp. closed on November 6, 2024 (the "**Transaction**")

B. The Parties wish to amend and restate the Prior Agreement such that the Prior Agreement is replaced in its entirety by this Agreement.

C. The common shares of the Issuer are listed on the Canadian Securities Exchange (the "**Exchange**") and the Exchange has not objected to this Agreement.

For good and valuable consideration, the Parties agree that the Prior Agreement is amended and restated in its entirety as follows:

PART 1 ESCROW

1.1 Appointment of Escrow Agent

The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

1.2 Deposit of Escrow Securities in Escrow

(1) You are depositing the securities **(escrow securities)** listed below your name in Schedule

A with the Escrow Agent to be held in escrow under this Agreement. You will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these escrow securities which you have or which you may later receive.

(2) If you receive any other securities (**additional escrow securities)**:

(a) as a dividend or other distribution on escrow securities;

(b) on the exercise of a right of purchase, conversion or exchange attaching to escrow securities, including securities received on conversion of special warrants;

(c) on a subdivision, or compulsory or automatic conversion or exchange of escrow securities;

(d) from a successor issuer in a business combination, if Part 6 of this Agreement applies; or

(e) issued in connection with the Transaction to which this Agreement relates;

you will deposit them in escrow with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those additional escrow securities. When this Agreement refers to **escrow securities,** it includes additional escrow securities.

(3) You will immediately deliver to the Escrow Agent any replacement share certificates or other evidence of additional escrow securities issued to you.

1.3 Direction to Escrow Agent

The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

PART 2 RELEASE OF ESCROW SECURITIES

2.1 Release Provisions

Subject to the Policy and sections 2.5, 2.6, 2.7 and 3.1 of this Agreement, the escrow securities will be released from escrow in accordance with the release provisions set out in **"Schedule B(2)"**, which are incorporated into and form part of this Agreement.

2.2 Additional escrow securities

If you acquire additional escrow securities in connection with the Transaction to which this Agreement relates, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule.

2.3 Delivery of Share Certificates for Escrow Securities

The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

2.4 Replacement Certificates

If, on the date a Securityholder's escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

2.5 Release upon Death

(1) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative provided that:

(a) the legal representative of the deceased Securityholder provides written notice to the Exchange of the intent to release the escrow securities as at a specified date which is at least 10 business days and not more than 30 business days prior to the proposed release; and

(b) the Exchange provides the Escrow Agent with written notice that it does not object to the release prior to 10:00 a.m. (Vancouver time) on such specified date.

(2) Prior to delivery the Escrow Agent must receive:

(a) a certified copy of the death certificate; and

(b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

2.6 Exchange Discretion to Terminate

If the Escrow Agent receives a request from the Exchange to halt or terminate the release of escrow securities from escrow, then the Escrow Agent will comply with that request, and will not release any escrow securities from escrow until it receives the written consent of the Exchange.

2.7 Discretionary Applications

The Exchange may consent to the release from escrow of escrow securities in other circumstances and on terms and on conditions it deems appropriate. Escrow securities may be released from escrow provided that the Escrow Agent receives written notice from the Exchange.

PART 3 EARLY RELEASE ON CHANGE OF ISSUER STATUS

3.1 Early Release – Graduation to being an NV Issuer

(1) When an Issuer becomes a NV Issuer (as defined in the policies of the Exchange), the release schedule for its escrow securities changes.

(2) If the Issuer reasonably believes that it meets the Listing Requirements of an NV Issuer as described in the policies of the Exchange the Issuer may make application to the Exchange to be listed as a NV Issuer. The Issuer must also concurrently provide notice to the Escrow Agent that it is making such an application.

(3) If the graduation to being an NV Issuer is accepted by the Exchange, the Exchange will issue an Exchange Bulletin confirming final acceptance for listing of the Issuer as an NV Issuer. Upon issuance of this Bulletin the Issuer must immediately:

(a) issue a news release:

(i) disclosing that it has been accepted as an NV Issuer; and

(ii) disclosing the number of escrow securities to be released and the dates of release under the new schedule; and

(b) provide the news release, together with a copy of the Exchange Bulletin, to the Escrow Agent.

(4) Upon completion of the steps in section 3.1(3) above, the Issuer's release Schedule B(2) will be replaced with release Schedule B(1).

(5) Within 10 days of the Exchange Bulletin confirming the Issuer is an NV Issuer, the Escrow Agent must release any escrow securities from escrow securities which under the new release schedule would have been releasable at a date prior to the Exchange Bulletin.

PART 4 DEALING WITH ESCROW SECURITIES

4.1 Restriction on Transfer, etc.

Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is not an individual (a "**holding company**") and is controlled by one or more Principals of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the Principals to the risks of holding escrow securities.

4.2 Pledge, Mortgage or Charge as Collateral for a Loan

Notwithstanding section 4.1, subject to Exchange acceptance, you may pledge, mortgage or charge your escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan. In order to obtain Exchange acceptance, you must file a draft loan agreement describing the terms of the loan and the collateral requirements.

4.3 Voting of Escrow Securities

Although you may exercise voting rights attached to your escrow securities, you may not, while your securities are held in escrow, exercise voting rights attached to any securities (whether in escrow or not) in support of one or more arrangements that would result in the repayment of capital being made on the escrow securities prior to a winding up of the Issuer.

4.4 Dividends on Escrow Securities

You may receive a dividend or other distribution on your escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your escrow securities, other than additional escrow securities, the Escrow Agent will pay the dividend or other distribution to you on receipt.

4.5 Exercise of Other Rights Attaching to Escrow Securities

You may exercise your rights to exchange or convert your escrow securities in accordance with this Agreement.

PART 5 PERMITTED TRANSFERS WITHIN ESCROW

5.1 Transfer to Directors and Senior Officers

(1) If permitted under their terms, you may transfer escrow securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if the Issuer's board of directors has approved the transfer and provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and

(b) the Exchange provides the Escrow Agent with written notice that it does not object to the transfer prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;

(b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required acceptance from the exchange the Issuer is listed on has been received;

(c) an acknowledgment in the form of Form 5E signed by the transferee; and

(d) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.2 Transfer to Other Principals

(1) If permitted under their terms, you may transfer escrow securities within escrow:

(a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or

(b) to a person or company that after the proposed transfer

(i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and

(ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries,

provided that:

(c) you make an application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and

(d) the Exchange provides the Escrow Agent with written notice that it does not object to the transfer prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a certificate signed by a director or officer of the Issuer authorized to sign, stating that:

(i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer; or

(ii) the transfer is to a person or company that:

(A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities; and

(B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries

after the proposed transfer; and

(iii) any required approval from the Exchange or any other exchange on which the Issuer is listed has been received;

(b) an acknowledgment in the form of Form 5E signed by the transferee; and

(c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

5.3 Transfer upon Bankruptcy

(1) If permitted under their terms, you may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and

(b) the Exchange provides the Escrow Agent with written notice that it does not object to the transfer prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer, the Escrow Agent must receive:

(a) a certified copy of either

(i) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or

(ii) the receiving order adjudging the Securityholder bankrupt;

(b) a certified copy of a certificate of appointment of the trustee in bankruptcy;

(c) a transfer power of attorney, duly completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(d) an acknowledgment in the form of Form 5E signed by

(i) the trustee in bankruptcy or

(ii) on direction from the trustee, with evidence of that direction attached to the acknowledgement form, another person or company legally entitled to the escrow securities.

5.4 Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

(1) If permitted under their terms, you may transfer escrow securities you have pledged, mortgaged or charged under section 4.2 to a financial institution as collateral for a loan within escrow to the lender on realization provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and

(b) the Exchange provides the Escrow Agent with written notice that it does not object to the transfer prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;

(b) evidence that the Exchange has accepted the pledge, mortgage or charge of escrow securities to the financial institution;

(c) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(d) an acknowledgement in the form of Form 5E signed by the financial institution.

5.5 Transfer to Certain Plans and Funds

(1) If permitted under their terms, you may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the beneficiaries of the plan or fund are limited to you and your spouse, children and parents provided that:

(a) you make application to transfer under the Policy at least 10 business days and not more than 30 business days prior to the date of the proposed transfer; and

(b) the Exchange provides the Escrow Agent with written notice that it does not object to the transfer prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date.

(2) Prior to the transfer the Escrow Agent must receive:

(a) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;

(b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and

(c) an acknowledgement in the form of Form 5E signed by the trustee of the plan or fund.

5.6 Effect of Transfer Within Escrow

After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of the escrow securities to transferees under this Part 5.

5.7 Discretionary Applications

The Exchange may consent to the transfer within escrow of escrow securities in other circumstances and on such terms and conditions as it deems appropriate.

PART 6 BUSINESS COMBINATIONS

6.1 Business Combinations

This Part applies to the following **(business combinations)**:

(a) a formal take-over bid for all outstanding securities of the Issuer or which, if successful, would result in a change of control of the Issuer

(b) a formal issuer bid for all outstanding equity securities of the Issuer

(c) a statutory arrangement

(d) an amalgamation

(e) a merger

(f) a reorganization that has an effect similar to an amalgamation or merger

6.2 Delivery to Escrow Agent

(1) You may tender your escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the business combination, you must deliver to the Escrow Agent:

(a) a written direction signed by you that directs the Escrow Agent to deliver to the depositary under the business combination any share certificates or other evidence of the escrow securities and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the Issuer's depository, and any other documentation specified or provided by you and required to be delivered to the depositary under the business combination;

(b) written consent of the Exchange; and

(c) any other information concerning the business combination as the Escrow Agent may reasonably require.

6.3 Delivery to Depositary

(1) As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the escrow securities, and a letter addressed to the depositary that

(a) identifies the escrow securities that are being tendered;

(b) states that the escrow securities are held in escrow;

(c) states that the escrow securities are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;

(d) if any share certificates or other evidence of the escrow securities have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, the share certificates or other evidence of escrow securities that are not released from escrow into the business combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, share certificates or other evidence of additional escrow securities that you acquire under the business combination.

6.4 Release of Escrow Securities to Depositary

(1) The Escrow Agent will release from escrow the tendered escrow securities provided that:

(a) you or the Issuer make application to release the tendered securities under the Policy on a date at least 10 business days and not more than 30 business days prior to the date of the proposed release date; and

(b) the Exchange provides the Escrow Agent with written notice that it does not object to the release prior to 10:00 a.m. (Vancouver time) or 11:00 a.m. (Calgary time) on such specified date;

(c) the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another person or company in respect of the business combination, by that other person or company, that

(i) the terms and conditions of the business combination have been met or waived; and

(ii) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

6.5 Escrow of New Securities

(1) Subject to the procedural requirements of this Agreement, if you receive securities **(new securities)** of another issuer **(successor issuer)** in exchange for your escrow securities, the new securities will be subject to escrow on the same terms and conditions (including release dates) in substitution for the tendered escrow securities, unless immediately after completion of the business combination,

(a) the successor issuer is an exempt issuer as defined in the National Policy;

(b) the escrow holder is not a Principal of the successor issuer; and

(c) the escrow holder holds less than 1% of the voting rights attached to the successor issuer's outstanding securities. (In calculating this percentage, include securities that may be issued to the escrow holder under outstanding convertible securities in both the escrow holder's securities and the total securities outstanding.)

6.6 Release from Escrow of New Securities

(1) The Escrow Agent will send to a Securityholder share certificates or other evidence of the Securityholder's new securities as soon as reasonably practicable after the Escrow Agent receives:

(a) a certificate from the successor issuer signed by a director or officer of the successor issuer authorized to sign

(i) stating that it is a successor issuer to the Issuer as a result of a business combination;

(ii) containing a list of the securityholders whose new securities are subject to escrow under section 6.5;

(iii) containing a list of the securityholders whose new securities are not subject to escrow under section 6.5;

(b) written confirmation from the Exchange that it has accepted the list of Securityholders whose new securities are not subject to escrow under section 6.5.

(2) The escrow securities of the Securityholders, whose securities are not subject to escrow under section 6.5, will be released, and the Escrow Agent will send any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent in accordance with section 2.3.

(3) If your new securities are subject to escrow, unless subsection (4) applies, the Escrow Agent will hold your new securities in escrow on the same terms and conditions, including release dates, as applied to the escrow securities that you exchanged.

(4) If the Issuer is not an NV Issuer and the successor issuer is an NV Issuer, the release provisions in section 3.1(4) relating to graduation will apply.

PART 7 RESIGNATION OF ESCROW AGENT

7.1 Resignation of Escrow Agent

(1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer and the Exchange.

(2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent and the Exchange.

(3) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the Exchange and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.

(4) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the "**resignation or termination date**"), provided that the resignation or termination date will not be less than 10 business days before a release date.

(5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer's expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.

(6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.

(7) If any changes are made to Part 8 of this Agreement as a result of the appointment of the

successor Escrow Agent, those changes must not be inconsistent with the Policy and the terms of this Agreement and the Issuer to this Agreement will file a copy of the new Agreement with the Exchange.

PART 8 OTHER CONTRACTUAL ARRANGEMENTS

[intentionally left blank]

PART 9 INDEMNIFICATION OF THE EXCHANGE

9.1 Indemnification

(1) The Issuer and each Securityholder jointly and severally:

(a) release, indemnify and save harmless the Exchange from all costs (including legal cost, expenses and disbursements), charges, claims, demands, damages, liabilities, losses and expenses incurred by the Exchange;

(b) agree not to make or bring a claim or demand, or commence any action, against the Exchange; and

(c) agree to indemnify and save harmless the Exchange from all costs (including legal costs) and damages that the Exchange incurs or is required by law to pay as a result of any person's claim, demand or action,

arising from any and every act or omission committed or omitted by the Exchange, in connection with this Agreement, even if said act or omission was negligent, or constituted a breach of the terms of this Agreement.

(2) This indemnity survives the release of the escrow securities and the termination of this Agreement.

PART 10 NOTICES

10.1 Notice to Escrow Agent

Documents will be considered to have been delivered to the Escrow Agent on the next business day following the date of transmission, if delivered by fax or email, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

[Name, address, contact person, fax number, email address]

10.2 Notice to Issuer

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax or email, the date of delivery, if delivered

by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Viridian Metals Inc.
Suite 2000- 1111 West Georgia Street
Vancouver, BC, V6E 4G2, Canada

Attention: Sabino Di Paola, CFO
Email: sabino@viridianmetals.com

with a copy (which will not constitute notice) to:

David Smalley Law Corp.
Suite 2000- 1111 West Georgia Street
Vancouver, BC, V6E 4G2, Canada

Attention: David W. Smalley
Email: legal@smalleylawcorp.com

10.3 Deliveries to Securityholders

Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.

Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each Securityholder's address as listed on the Issuer's share register.

10.4 Change of Address

(1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.

(2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.

(3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

10.5 Postal Interruption

A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

10.6 Delisting

Notwithstanding any other provision in this Agreement, if the Issuer ceases to be listed on the Exchange for any reason, the Issuer will no longer be required to obtain any written notice or confirmation from the Exchange as set out in section 2.5(1)(b), section 5.1(1)(b), section 5.2(1)(d), section 5.3(1)(b), section 5.4(1)(b), section 5.5(1)(b), section 6.2(1)(b), section 6.4(1)(b) and section 6.6(1)(b).

PART 11 GENERAL

11.1 Interpretation – "holding securities"

Unless the context otherwise requires, all capitalized terms that are not otherwise defined in this Agreement, shall have the meanings as defined in Policy 1.1 - *Interpretation* or in Policy 5.4 – *Capital Structure, Escrow and Resale Restrictions*.

When this Agreement refers to securities that a Securityholder "holds", it means that the Securityholder has direct or indirect beneficial ownership of or control or direction over the securities.

11.2 Enforcement by Third Parties

The Issuer enters this Agreement both on its own behalf and as trustee for the Exchange and the Securityholders of the Issuer, and this Agreement may be enforced by either the Exchange, or the Securityholders of the Issuer, or both.

11.3 Termination, Amendment, and Waiver of Agreement

(1) Subject to subsection 11.3(3), this Agreement shall only terminate:

(a) with respect to all the Parties:

(i) as specifically provided in this Agreement;

(ii) subject to subsection 11.3(2), upon the agreement of all Parties; or

(iii) when the escrow securities of all Securityholders have been released from escrow pursuant to this Agreement; and

(b) with respect to a Party:

(i) as specifically provided in this Agreement; or

(ii) if the Party is a Securityholder, when all of the Securityholder's escrow securities have been released from escrow pursuant to this Agreement.

(2) An agreement to terminate this Agreement pursuant to section 11.3(1)(a)(ii) shall not be effective unless and until the agreement to terminate

(a) is evidenced by a memorandum in writing signed by all Parties;

(b) if the Issuer is listed on the Exchange, the termination of this Agreement has been consented to in writing by the Exchange; and

(c) has been approved by a majority vote of securityholders of the Issuer excluding in each case, Securityholders.

(3) Notwithstanding any other provision in this Agreement, the obligations set forth in section 9.1 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

(4) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver:

(a) is evidenced by a memorandum in writing signed by all Parties;

(b) if the Issuer is listed on the Exchange, the amendment or waiver of this Agreement has been approved in writing by the Exchange; and

(c) has been approved by a majority vote of securityholders of the Issuer excluding in each case, Securityholders.

(5) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

11.4 Severance of Illegal Provision

Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the parties hereto as though the said illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

11.5 Further Assurances

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement.

11.6 Time

Time is of the essence of this Agreement.

11.7 Consent of Exchange to Amendment

The Exchange must approve any amendment to this Agreement if the Issuer is listed on the Exchange at the time of the proposed amendment.

11.8 Additional Escrow Requirements

A Canadian exchange may impose escrow terms or conditions in addition to those set out in this Agreement.

11.9 Governing Laws

The laws of British Columbia and the applicable laws of Canada will govern this Agreement.

11.10 Counterparts

The Parties may execute this Agreement by fax and in counterparts, each of which will be considered an original and all of which will be one agreement.

11.11 Singular and Plural

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

11.12 Language

This Agreement has been drawn up in the English language at the request of all parties. Cet acte a été rédigé en anglais à la demande de toutes les parties.

11.13 Benefit and Binding Effect

This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

11.14 Entire Agreement

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

11.15 Successor to Escrow Agent

Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized by the Exchange.

[signature page follows]

The Parties have executed and delivered this Agreement as of the date set out above.

ENDEAVOR TRUST COMPANY

_____

Authorized signatory

_____

Authorized signatory

VIRIDIAN METALS INC.

_____

Authorized signatory

_____

Authorized signatory

Signed, sealed and delivered by)
Lee Bowles in the presence of:)
)
_____)
Name)
)
_____) _____
Address) **LEE BOWLES**
)
_____)
)
)
_____)
Occupation)

Signed, sealed and delivered by Sabino Di Paola)
in the presence of:)
)
_____)
Name)
)
_____) _____
Address) **SABINO DI PAOLA**
)
_____)
)
)
_____)
Occupation)

THE LEWIS GRUJIC FAMILY TRUST

per: _____
Alan Grujic, Trustee

SANS PEUR EXPLORATION SERVICES INC.

per: _____
Tyrell Sutherland, Director

Schedule "A" to Escrow Agreement

Securityholder

Name: The Lewis Grujic Family Trust

Signature: _____

Address for Notice:
349 Forbes Ave, San Rafael, CA, USA 94901

Securities:

Class (Surplus Securities)	***Number***	***Certificate(s) (if applicable)***
Common Shares	972,000	N/A
Common Share Purchase Warrants	972,000	N/A

Schedule "A" to Escrow Agreement

Securityholder

Name: Lee Bowles

Signature: _____

Address for Notice:
914 Yonge Street, Toronto, Ontario, Canada M4W 3C8

Securities:

Class (Surplus Securities)	***Number***	***Certificate(s) (if applicable)***
Common Shares	10,163,520	N/A

Schedule "A" to Escrow Agreement

Securityholder

Name: Sabino Di Paola

Signature: _____

Address for Notice:
1635 Toulouse Cr. Orleans, Ontario, Canada K1C 6K5

Securities:

Class (Surplus Securities)	***Number***	***Certificate(s) (if applicable)***
Common Shares	1,150,000	N/A

Schedule "A" to Escrow Agreement

Securityholder

Name: Sans Peur Exploration Services Inc.

Signature: _____

Address for Notice:
3990 Old Almonte Road, Almont, Ontario, Canada K0A 1A0

Securities:

Class (Surplus Securities)	***Number***	***Certificate(s) (if applicable)***
Common Shares	19,670,000	N/A

SCHEDULE B(1)

NV ISSUER - RELEASE OF SECURITIES

"**Bulletin Date**" means the date of the Bulletin confirming its final acceptance of the Transaction.

Timed Release

Release Dates	Percentage of Total Escrow Securities to be Released	Total Number of Escrow Securities to be Released
November 6, 2024	**25%**	**7,988,880 common shares** **243,000 warrants**
May 6, 2025	**25%**	**7,988,880 common shares** **243,000 warrants**
November 6, 2025	**25%**	**7,988,880 common shares** **243,000 warrants**
May 6, 2026	**25%**	**7,988,880 common shares** **243,000 warrants**
TOTAL	**100%**	

*In the simplest case where there are no changes to the escrow securities initially deposited and no additional escrow securities, then the release schedule outlined above results in the escrow securities being released in equal tranches of 25%.

SCHEDULE B(2)

NON NV ISSUER - RELEASE OF SECURITIES

"**Bulletin Date**" means the date of the Bulletin confirming its final acceptance of the Transaction.

Timed Release

Release Dates	Percentage of Total Escrow Securities to be Released	Total Number of Escrow Securities to be Released
November 6, 2024 (Released)	**10%**	3,195,552 common shares 97,200 warrants
May 6, 2025 (Released)	**15%**	4,793,328 common shares 145,800 warrants
November 6, 2025	**15%**	4,793,328 common shares 145,800 warrants
May 6, 2026	**15%**	4,793,328 common shares 145,800 warrants
November 6, 2026	**15%**	4,793,328 common shares 145,800 warrants
May 6, 2027	**15%**	4,793,328 common shares 145,800 warrants
November 6, 2027	**15%**	4,793,328 common shares 145,800 warrants
TOTAL	**100%**	

NOTE:

As of the date of this Agreement a cumulative total of 3,195,552 common shares and 97,200 common share purchase warrants were previously released from the Prior Agreement on November 6, 2024 and May 6, 2025.

On the date this Agreement is made a further 4,793,328 common shares and 145,800 common share purchase warrants will be released being the balance to be released as of May 6, 2025.

The remainder of the common shares and common share purchase warrants will be released in accordance with the above release schedule.

SCHEDULE B – AUDIT COMMITTEE CHARTER

[SEE ATTACHED]

VIRIDIAN METALS INC.

AUDIT COMMITTEE CHARTER

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

Section 1 PURPOSE

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

- financial reporting and related financial disclosure;
- ensuring that an effective risk management and financial control framework has been implemented and tested by management of Viridian; and
- external and internal audit processes.

Section 2 COMPOSITION AND MEMBERSHIP

(a) The Board will appoint the members ("**Members**") of the Committee. The Members will be appointed to hold office until the next annual general meeting of shareholders of Viridian or until their successors are appointed. Any Member may be removed and replaced at any time by the Board and will automatically cease to be a Member if he or she ceases to meet the qualifications required of Members. The Board will fill vacancies on the Committee by appointment from among qualified directors of the Board. If a vacancy exists on the Committee, the remaining Members may exercise all of its powers so long as there is a quorum.

(b) The Committee will consist of at least three (3) directors. Each Member will meet the criteria for financial literacy established by applicable laws and the rules of any stock exchanges upon which Viridian's securities are listed, including National Instrument 52-110 — Audit Committees.

(c) The composition of the Committee will at all times meet with the requirements of applicable laws and the rules of any stock exchanges upon which Viridian's securities are listed, including National Instrument 52-110 — Audit Committees.

(d) The Board will appoint one of the independent directors of the Board to act as the chair of the Committee (the "**Chair**"). The corporate secretary of Viridian (the "**Secretary**") will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. If the Secretary is not in attendance at any meeting, the Committee will appoint another person who may, but need not, be a Member to act as the secretary of that meeting.

(e) Subject to applicable law, the Committee may delegate any or all of its functions to any of its Members or any sub-set thereof, or other persons, from time to time as it sees fit.

Section 3 MEETINGS

(a) The Chair, in consultation with the other Members, shall determine the schedule and frequency of meetings of the Committee. Meetings of the Committee will be held at such times and places as the Chair may determine, but in any event not less than four (4) times per year to review and approve relevant financial statements. To the extent possible, advance notice of each meeting will be given to each Member unless all members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by telephone.

(b) At the request of the external auditors of Viridian, the Chief Executive Officer or the Chief Financial Officer of Viridian or any Member, the Chair will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.

(c) The Chair, if present, will act as the chair of meetings of the Committee. If the Chair is not present at a meeting of the Committee the Members in attendance may select one of their number to act as chair of the meeting.

(d) A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chair will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolutions signed by all Members.

(e) The Committee may invite from time to time such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee will meet in camera without members of management in attendance for a portion of each meeting of the Committee.

(f) To the extent possible, in advance of every regular meeting of the Committee, the Chair will prepare and distribute, or cause to be prepared and distributed, to the Members and others as deemed appropriate by the Chair, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of Viridian to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

Section 4 DUTIES AND RESPONSIBILITIES

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

(1) Financial Reporting and Disclosure

(a) review and recommend to the Board for approval, the audited annual financial statements, including the auditors' report thereon, the quarterly financial statements, management discussion and analysis, financial reports, and any guidance with respect to earnings per share to be given, prior to the public disclosure of such information, with such documents to indicate whether such information has been reviewed by the Board or the Committee;

(b) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual report to shareholders, management proxy circular, material change disclosures of a financial

nature and similar disclosure documents prior to the public disclosure of such information;

(c) review with management of Viridian, and with external auditors, significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("**IFRS**"), with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly Viridian's financial position and the results of its operations in accordance with IFRS, as applicable;

(d) seek to ensure that adequate procedures are in place for the review of Viridian's public disclosure of financial information extracted or derived from Viridian's financial statements, periodically assess the adequacy of those procedures and recommend any proposed changes to the Board for consideration;

(e) if applicable, review the minutes from each meeting of the disclosure committee established pursuant to Viridian's corporate disclosure policy, since the last meeting of the Committee;

(2) Internal Controls and Audit

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

(b) satisfy itself that management has established adequate procedures for the review of Viridian's disclosure of financial information extracted or derived directly from Viridian's financial statements;

(c) satisfy itself, through discussions with management, that the adequacy of internal controls, systems and procedures has been periodically assessed in order to ensure compliance with regulatory requirements and recommendations;

(d) review and discuss Viridian's major financial risk exposures and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities;

(e) review, and in the Committee's discretion make recommendations to the Board regarding, the adequacy of Viridian's risk management policies and procedures with regard to identification of Viridian's principal risks and implementation of appropriate systems to manage such risks including an assessment of the adequacy of insurance coverage maintained by Viridian;

(f) recommend the appointment, or if necessary, the dismissal of the head of Viridian's internal audit process;

(g) periodically review Viridian's policies and procedures for reviewing and approving or ratifying related-party transactions;

(3) External Audit

(a) recommend to the Board a firm of external auditors to be nominated for appointment as the external auditor of Viridian;

(b) ensure the external auditors report directly to the Committee on a regular basis;

(c) review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards;

(d) review and recommend to the Board the fee, scope and timing of the audit and other related services rendered by the external auditors;

(e) review the audit plan of the external auditors prior to the commencement of the audit;

(f) establish and maintain a direct line of communication with Viridian's external and internal auditors;

(g) meet in camera with only the auditors, with only management, and with only the members of the Committee at every Committee meeting where, and to the extent that, such parties are present;

(h) oversee the performance of the external auditors who are accountable to the Committee and the Board as representatives of the shareholders, including the lead partner of the independent auditors team;

(i) oversee the work of the external auditors appointed by the shareholders of Viridian with respect to preparing and issuing an audit report or performing other audit, review or attest services for Viridian, including the resolution of issues between management of Viridian and the external auditors regarding financial disclosure;

(j) review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used, any alternative treatments of financial information that have been discussed with management of Viridian, the ramifications of their use as well as any other material changes;

(k) review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;

(l) review any material written communications between senior executives of Viridian and the external auditors and any significant disagreements between the senior executives and the external auditors;

(m) discuss with the external auditors their perception of Viridian's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review and availability of records, data and other requested information and any recommendations with respect thereto;

(n) discuss with the external auditors their perception of Viridian's identification and management of risks, including the adequacy or effectiveness of policies and procedures implemented to mitigate such risks;

(o) review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board;

(p) review annually a report from the external auditors in respect of their internal quality-control procedures, any material issues raised by the most recent internal quality-control review, or peer review of the external auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues;

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

(4) Associated Responsibilities

(a) monitor and periodically review the Whistleblower Policy and associated procedures for:

(i) the receipt, retention and treatment of complaints received by Viridian regarding accounting, internal accounting controls or auditing matters;

(ii) the confidential, anonymous submission by directors, officers and employees of Viridian of concerns regarding questionable accounting or auditing matters;

(iii) any violations of any applicable law, rule or regulation that relates to corporate reporting and disclosure, or violations of Viridian's Code of Business Conduct & Ethics;

(b) monitor the banking activities and related arrangements and relationships of Viridian to identify and resolve potential conflicts of interest, if any; and

(c) review and approve Viridian's hiring policies regarding employees and partners, and former employees and partners, of the present and former external auditors of Viridian;

(5) Non-Audit Services

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

(6) Other Duties

Direct and supervise the investigation into any matter brought to its attention within the scope of the Committee's duties. Perform such other duties as may be assigned to it by the Board from time to time or as may be required by applicable law.

Section 5 OVERSIGHT FUNCTION

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

Section 6 REPORTING

The Chair will report to the Board at each Board meeting on the Committee's activities since the last Board meeting, however, the Chair may report orally to the Board on any matter in his or her view requiring the immediate attention of the Board. The Committee will oversee the preparation of, review and approve the applicable disclosure for inclusion in Viridian's annual information form. Minutes of each meeting of the Committee shall be circulated to the directors following approval of the minutes by the Members.

Section 7 COMMITTEE EVALUATION

The performance of the Committee shall be evaluated by the Board as part of its regular evaluation of the Board committees.

Section 8 ACCESS TO INFORMATION AND AUTHORITY AND AUTHORITY TO RETAIN INDEPENDENT ADVISORS

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

The Committee shall discharge its responsibilities and shall assess the information provided by Viridian's management and the external advisers, in accordance with its business judgment. Members are entitled to rely, absent knowledge to the contrary, on the integrity of the persons and organizations from whom they receive information, and on the accuracy and completeness of the information

provided. Nothing in this Charter is intended or may be construed as imposing on any member of the Committee or the Board a standard of care or diligence that is in any way more onerous or extensive than the standard to which the directors are subject under applicable law.

This Charter is not intended to change or interpret the constating documents of Viridian or applicable law or stock exchange rule to which Viridian is subject, and this Charter should be interpreted in a manner consistent with all such applicable laws and rules.

Section 9 REVIEW OF CHARTER

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

The Board may, from time to time, permit departures from the terms of this Charter, either prospectively or retrospectively. This Charter is not intended to give rise to civil liability on the part of Viridian or its directors or officers to shareholders, security holders, customers, suppliers, partners, competitors, employees or other persons, or to any other liability whatsoever on their part.

Dated: [XX]

Approved by: Audit Committee
Board of Directors