EAGLE PLAINS RESOURCES LTD.
STOCK OPTION PLAN (the "Plan")
As of November 12, 2026

1. Purpose of the Plan

The purpose of the Plan is to assist Eagle Plains Resources Ltd. (the "**Corporation**") in attracting, retaining and motivating directors, officers, key employees and consultants of the Corporation and of its subsidiaries and to closely align the personal interests of such directors, officers, key employees and consultants with those of the shareholders by providing them with the opportunity, through options, to acquire common shares of the Corporation.

2. Implementation

The grant and exercise of any options under the Plan are subject to compliance with the applicable requirements of each stock exchange on which the shares of the Corporation are or become listed for trading and of any governmental authority or regulatory body to which the Corporation is subject.

3. Administration

The Plan shall be administered by the board of directors of the Corporation which shall, without limitation, have full and final authority in its discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it and to make all other determinations deemed necessary or advisable for the administration of the Plan. The board of directors may delegate any or allof its authority with respect to the administration of the Plan and any or all of the rights, powers and discretions with respect to the Plan granted to it under this Plan to the Corporate Governance and Compensation Committee or such other committee of directors of the Corporation as the board of directors may designate. Upon any such delegation the Corporate Governance and Compensation Committee or other committee of directors, as the case may be, as well as the board of directors, shall be entitled to exercise any or all of such authority, rights, powers and discretions with respect to the Plan. When used in the context of this Plan "board of directors" shall be deemed to include the Corporate Governance and Compensation Committee or other committee of directors acting on behalf of the board of directors.

4. Number of Shares Under Plan

A maximum number of common shares equal to 10% of the issued and outstanding common shares of the Corporation, from time to time, (the "**Optioned Shares**") shall be reserved, set aside and made available for issuance in accordance with the Plan provided that in no event shall options be granted in any 12-month period entitling:

(i) any one individual to purchase in excess of 5%, unless the Corporation has obtained disinterested shareholder approval as set out and described in the TSX Venture Exchange Policy 4.4;

(ii) any one consultant to purchase in excess of 2%; and

(iii) all employees or consultants conducting investor relations activities to purchase in excess of 2%;

of the then outstanding shares in the Corporation. If option rights granted to an individual under the Plan shall expire or terminate for any reason without having been exercised in respect of certain Optioned Shares, such Optioned Shares may be made available for other options to be granted under the Plan.

5. Eligibility

Options may be granted under the Plan to an Eligible Charitable Organization, or to any individual who is a Director, Employee, Consultant or Management Company Employee (as such terms are defined in the TSX Venture Exchange Policy 4.4) of the Corporation or of its subsidiaries, as the board of directors may from time to time designate as a participant under the Plan, or alternatively, except in relation to Consultant Companies (as such term isdefined in the TSX Venture Exchange Policy 4.4), options may be granted to a corporation 100% beneficially owned by any of the above referenced individuals, which control and ownership shall continue for as long as any part of the option granted under the Plan remains unexercised (a "**Participant**"). Subject to the provisions of this Plan, the total number of Optioned Shares to be made available under the Plan and to each Participant, thetime or times and price or prices at which options shall be granted, the time or times at which such options are exercisable, and any conditions or restrictions on the exercise of options, shall be in the full and final discretion of the board of directors. For all options granted under the Plan to Employees, Consultants or Management Company Employees, the Corporation and the respective Participant shall represent that the Participant is either abona fide Employee, Consultant or Management Company Employee, as the case may be.

6. Terms of Security Based Compensation Plan

a) all Security Based Compensation is non-assignable and non-transferable;

b) the maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the Issued Shares of the Issuer at any point in time (unless the Issuer has obtained the requisite disinterested Shareholder approval pursuant to section 5.3);

c) the maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the Issued Shares of the Issuer, calculated as at the date any Security Based Compensation is granted or issued to any Insider (unless the Issuer has obtained the requisite disinterested Shareholder approval pursuant to section 5.3);

d) the maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Person (and where permitted under this Policy, any Companies that are wholly owned by that Person) must not exceed 5% of the Issued Shares of the Issuer, calculated as at the date any Security Based Compensation is granted or issued to the Person (unless the Issuer has obtained the requisite disinterested Shareholder approval pursuant to section 5.3);

e) the maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to any one Consultant must not exceed 2% of the Issued Shares of the Issuer, calculated as at the date any Security Based Compensation is granted or issued to the Consultant;

f) the maximum aggregate number of Listed Shares of the Issuer that are issuable pursuant to all Security Based Compensation granted or issued in any 12-month period to a Charitable Organization must not exceed 1% of the company's issued and outstanding and must expire the earlier of 10 years and 90 days after the charitable organization is no longer an eligible participant.

g) Investor Relations Service Providers may not receive any Security Based Compensation other than Stock Options;

h) Stock Options granted to any Investor Relations Service Provider must vest in stages over a period of not less than 12 months such that:
   a. no more than 1/4 of the Stock Options vest no sooner than three months after the Stock Options were granted;
   b. no more than another 1/4 of the Stock Options vest no sooner than six months after the Stock Options were granted;
   c. no more than another 1/4 of the Stock Options vest no sooner than nine months after the Stock Options were granted; and
   d. the remainder of the Stock Options vest no sooner than 12 months after the Stock Options were granted.

i) if a provision is included that the Participant's heirs or administrators are entitled to any portion of the outstanding Security Based Compensation, the period in which they can make such claim must not exceed one year from the Participant's death;

j) for Security Based Compensation granted or issued to Employees, Consultants or Management Company Employees, the Issuer and the Participant are responsible for ensuring and confirming that the Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be; and

k) any Security Based Compensation granted or issued to any Participant who is a Director, Officer, Employee, Consultant or Management Company Employee must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an eligible Participant under the Security Based Compensation Plan.

l) disinterested Shareholder approval will be obtained for any reduction in the exercise price of a Stock Option, or the extension of the term of a Stock Option, if the Participant is an Insider of the Issuer at the time of the proposed amendment.

7. Terms and Conditions

(a) Exercise Price

The exercise price to each Participant for each Optioned Share shall be as determined by the board of directors, but shall in no event be less than the market price of the common shares of the Corporation on the TSX Venture Exchange, or such other exchange on which the common shares are listed at the time of the grant of the option, less the maximum discount permitted under the policies of the TSX Venture Exchange or such other exchange on which the common shares are listed, or such other price as may be agreed to by the Corporation and approved by the TSX Venture Exchange or such other exchange on which the common shares are listed. In the event the Participant is an "Insider" of the Corporation (as such term is defined in the TSX Venture Exchange Policy 1.1), any reduction in the exercise price of any previously Optioned Share shall require disinterest shareholder approval asset out and described in the TSX Venture Exchange Policy 4.4.

(b) Option Agreement

All options shall be granted under the Plan by means of an agreementbetween the Corporation and each Participant (the "**Option Agreement**") in the form as may be approved by the board of directors, such approval to be conclusively evidenced by the execution of the Option Agreement by any one director or officer of the Corporation.

(c) Length of Grant

All options granted under the Plan shall expire not later than the tenth anniversary of the date such Options were granted.

(d) Non-Assignability of Options

Except as otherwise provided below, an option granted under the Plan shall not be transferable or assignable (whether absolutely or by way of mortgage, pledge or other charge) by a Participant, other than by will or other testamentary instrument or the laws of succession, and may be exercisable during the lifetime of the Participant only by the Participant. Subject to the prior approval of the board of directors and each exchange on which the common shares of the Corporation are listed for trading, an Option Agreement may be assigned by the Participant or the Participant's legalpersonal representative to a corporation 100% beneficially owned by the Participant and his spouse or children, which control and ownership shall continue for as long as any part of the option granted under the Plan remains unexercised.

(e) Right to Postpone Exercise

Each Participant, upon becoming entitled to exercise the option in respect of any Optioned Shares in accordance with the Option Agreement, shall be entitled to exercise the option to purchase such Optioned Shares at any time prior to the expiration or other termination of the Option Agreement.

(f) Exercise and Payment

Any option granted under the Plan may be exercised by a Participant or the legal representative of a Participant giving notice to the Corporation specifying the number of shares in respect of which such option is being exercised, accompanied by payment (by cash or certified cheque payable to the Corporation) of the entire exercise price (determined in accordance with the Option Agreement) for the number of shares specified in the notice, or via a Net Exercise of Options as described below.

The Company, in its sole discretion, may accept the Net Exercise of an Option whereby the Option, excluding Options held by any person providing Investor Relations Activities, are exercised without the Optionee making any cash payment so the Company does not receive any cash from the exercise of the subject Option, and instead the Optionee receives only the number of Option Shares that is equal to the quotient obtained by dividing:

A. the product of the number of Options being exercised multiplied by the difference between the VWAP of the underlying Shares and the exercise price of the subject Options; by
B. the VWAP of the underlying Shares.

Upon any such exercise of an option by a Participant the Corporation shall cause the transfer agent and registrar of the common shares of the Corporation to promptly deliver to such Participant or the legal representative of such Participant, as the case may be, a share certificate in the name of such Participant or the legal representative of such Participant, as the case may be, representing the number of shares specified in the notice.

(g) Rights of Participants

The Participants shall have no rights as shareholders in respect of any of the

Optioned Shares (including, without limitation, any right to receive dividends or other distributions, voting rights, warrants or rights under any rights offering) other than Optioned Shares in respect of which Participants have exercised their option to purchase and which have been issued by the Corporation.

(h) Third Party Offer

If, at any time when an option granted under the Plan remains unexercised with respect to any Optioned Shares, an offer to purchase all of the common shares of the Corporation is made by a third party, the Corporation shall use its best efforts to bring such offer to the attention of the Participants as soon as practicable and the Corporation may, at its option and in the case of options granted to a person working as investor relations be subject to prior Exchange approval, require the acceleration of the time for the exercise of the option rights granted under the Plan and of the time for the fulfilment of any conditions or restrictions on such exercise.

(i) Alterations in Shares

Any adjustment, other than in connection with a security consolidation or security split, to Security Based Compensation granted or issued under a Security Based Compensation Plan must be subject to the prior acceptance of the Exchange, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

(j) Termination

Subject to paragraph 6(k), if a Participant is dismissed as an officer or key employee by the Corporation or by one of its subsidiaries for cause, or if the Corporation or one of its subsidiaries cancels or rescinds for breach of contract the agreement pursuant to which the Participant was to provide consulting or related services, all unexercised option rights of that Participant under the Plan shall immediately terminate, notwithstanding the original termof the option granted to such Participant under the Plan.

(k) Disability or Retirement

Notwithstanding paragraph 6(j), if a Participant ceases to be a director,officer, key employee or consultant of the Corporation or of one of itssubsidiaries as a result of:

(i) disability or illness preventing the Participant from performing the duties routinely performed by such Participant;

(ii) retirement at the normal retirement age prescribed by the Corporation pension plan or otherwise;

(iii) resignation; or

(iv) such other circumstances as may be approved by the board of directors;

such Participant shall have the right for a reasonable period following the date of ceasing to be adirector, officer, key employee or consultant (or, if earlier, until the expiry date of the option rights of the Participant pursuant to the terms of the Option Agreement) to exercise the option under the Plan with respect to all Optioned Shares of such Participant to the extent they were exercisable on

the date of ceasing to be a director, officer, key employee or consultant. Stok options must expire within a reasonable period following a participant ceasing to be an eligible participant (maximum 12 months). Upon the expiration of such Expiry Period, unless already expired pursuant to the termsof the Option Agreement, all unexercised option rights of that Participant shallimmediately terminate and shall lapse notwithstanding the original term of the option granted to such Participant under the Plan.

(l) Deceased Participant

In the event of the death of any Participant, the legal representatives of the deceased Participant shall have the right for a period as set out in the Option Agreement and not exceeding one year from the date of death of the deceased Participant (or, if earlier, until the expiry date of the option rights ofthe Participant pursuant to the terms of the Option Agreement) to exercisethe deceased Participant's option with respect to all of the Optioned Shares ofthe

deceased Participant to the extent they were exercisable on the date of death. Upon the expiration of such period as provided for in the Option Agreement all unexercised option rights of the deceased Participant shall immediately terminate, notwithstanding the original term of the option granted to the deceased Participant under the Plan.

(m) Blackout Period

Should the expiration of the term of an option fall within a period during which a policy of the Corporation respecting restrictions on employee or insider trading is in effect prohibiting the Participant from exercising the option and trading the Optioned Shares (which, for greater certainty, does notinclude the period during which a cease trade order is in effect to which the Corporation, or in respect of an insider, that insider, is subject) (a "**Blackout Period**") or within 9 business days following the expiration of a Blackout Period, such option expiration date shall be automatically extended without any further act or formality to the date which is the 10th business day after the end of the Blackout Period, such 10th business day to be considered the expiration of the term of such option for all purposes under the Plan. The 10-business day period referred to in this section may not be extended by the board of directors.

8. Amendment and Discontinuance of Plan

The board of directors may from time to time, with Exchange and shareholder approval where required under Exchange Policy, amend or revise the terms of the Plan or may discontinue the Plan at any time, provided that no such action may in any manner adversely affect the rights under any options granted earlier to a Participant under the Plan without the consent of that Participant.

9. No Further Rights

Nothing contained in the Plan nor in any option granted under this Plan shall give any participant or any other person, any interest or title in or to any common shares of the Corporation or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation other than as set out in the Plan and pursuant to the exercise of any option, nor shall it confer upon the Participants any right to continue as an employee, officer, consultant or director of the Corporation or of its subsidiaries.

10. Compliance with Laws

The obligations of the Corporation to sell common shares and deliver share certificates under the Plan are subject to such compliance by the Corporation and the Participants as the Corporation deems necessary or advisable with all applicable corporate and securities laws, rules and regulations.

11. Gender

The use of the masculine gender in this Plan shall be deemed to include or be replaced by the feminine gender where appropriate to the particular Participant.