BIGSTACK OPPORTUNITIES I INC.

(the "Company")

NOTICE OF MEETING

AND

MANAGEMENT PROXY CIRCULAR

For the Annual General And Special Meeting of Shareholders

To be held on

May 30, 2024, 11:00 am

Located at:

110 Yonge Street, Suite 1601

Toronto, Ontario

BIGSTACK OPPORTUNITIES I INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

Notice is hereby given that an annual general and special meeting (the "**Meeting**) of the shareholders ("**Shareholders**") of Bigstack Opportunities I Inc. (the "**Company**") will be held at the offices of Peterson McVicar LLP located at 110 Yonge Street, Suite 1601, Toronto ON M5C 1T4, on May 30, 2024 at 11:00 a.m. (Toronto time), for the following purposes:

(i) to receive and consider the financial statements of the Company for the years ended December 31, 2023 and December 31, 2022 and the reports of the auditors thereon;

(ii) to re-appoint Clearhouse LLP as the auditors of the Company for the ensuing year and authorize the directors to fix their remuneration;

(iii) to elect the directors of the Company for the ensuing year;

(iv) to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution to approve, for the ensuing year, the Company's incentive stock option plan;

(v) to consider and, if thought appropriate, to pass with or without variation, a special resolution authorizing and approving the change of name of the Company to such other name as may be determined by the board of directors in its sole discretion;

(vi) to consider and, if thought appropriate, to pass with or without variation, a special resolution authorizing and approving the consolidation of the outstanding common shares of the Company on the basis of such consolidation ratio as may be selected by the board of directors in their sole discretion, up to a maximum consolidation ratio of (10) pre-consolidation common shares for every one (1) post-consolidation share; and

(vii) to transact such other business as may properly come before the Meeting or any adjournments or postponements thereof.

An "**ordinary resolution**" is a resolution passed by at least a majority of the votes cast by Shareholders who voted in respect of that resolution at the Meeting, while a "**special resolution**" is a resolution passed by a majority of not less than two-thirds (⅔) of the votes cast by Shareholders who voted in respect of that resolution.

The nature of the business to be transacted at the Meeting is described in further detail in the management information circular of the Company dated April 23, 2024 (the "**Information Circular**") under the section entitled "*PARTICULARS OF MATTERS TO BE ACTED UPON"*.

The record date for the determination of Shareholders entitled to receive notice of, and to vote at, the Meeting or any adjournments or postponements thereof is April 25, 2024 (the "**Record Date**"). Shareholders whose names have been entered in the register of Shareholders at the close of business on the Record Date will be entitled to receive notice of, and to vote, at the Meeting or any adjournments or postponements thereof.

Voting

All Shareholders are invited to attend the Meeting and may attend in person or may be represented by proxy. A "beneficial" or "non-registered" Shareholder will not be recognized directly at the Meeting for the purposes of voting common shares registered in the name of his/her/its broker; however, a beneficial Shareholder may

attend the Meeting as proxyholder for the registered Shareholder and vote the common shares in that capacity. Only Shareholders as of the Record Date are entitled to receive notice of and vote at the Meeting. Shareholders who are unable to attend the Meeting in person, or any adjournments or postponements thereof, are requested to complete, date and sign the enclosed form of proxy (registered holders) or voting instruction form (beneficial holders) and return it in the envelope provided. To be effective, the enclosed form of proxy or voting instruction form must be mailed or faxed so as to reach or be deposited with Marrelli Trust Company Limited ("**MTCL**") (in the case of registered holders) a 82 Richmond Street East, Toronto, ON M5C 1P1, Fax: 416-360-7812, not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto Ontario) prior to the time set for the Meeting or any adjournments or postponements thereof, or be deposited with the Secretary of the Company before the commencement of the Meeting or of any adjournment thereof. Proxies may also be voted online at www.voteproxy.ca. Notwithstanding the foregoing, the Chair of the Meeting has the discretion to accept proxies received after such deadline.

If you are a beneficial or non-registered holder of Common Shares and have received these materials through your broker, custodian, nominee or other intermediary, please complete and return the form of proxy or voting instruction form provided to you by your broker, custodian, nominee or other intermediary in accordance with the instructions provided therein.

SHAREHOLDERS ARE REMINDED TO REVIEW THE INFORMATION CIRCULAR BEFORE VOTING.

DATED this 23rd day of April, 2024.

BY ORDER OF THE BOARD OF DIRECTORS
OF BIGSTACK OPPORTUNITIES I INC.

"Eric Szustak"

Eric Szustak
President and Director

GENERAL INFORMATION RESPECTING THE MEETING

Time, Date and Place

The annual general and special meeting of shareholders (the "**Shareholders**") of common shares (the "**Common Shares**") of Bigstack Opportunities I Inc. (the "**Company**") will be held at 11 a.m. (Toronto time) on May 30, 2024 at the offices of Peterson McVicar LLP, located at 110 Yonge Street, Suite 1601,Toronto ON M5C 1T4, as set forth in the notice of meeting (the "**Notice of Meeting**") accompanying this management proxy circular (the "**Management Proxy Circular**").

Matters to be Considered:

1. to receive and consider the financial statements of the Company for the years ended December 31, 2023 and December 31, 2022 and the reports of the auditors thereon;

2. to re-appoint Clearhouse LLP as auditors of the Company for the ensuing year and authorize the directors to fix their remuneration (the "**Auditors Appointment Resolution**");

3. to elect the directors of the Company for the ensuing year (the "**Election of Directors Resolution**");

4. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution to approve, for the ensuing year, the Company's incentive stock option plan (the "**SOP Resolution**");

5. to consider and, if thought appropriate, to pass with or without variation, a special resolution authorizing and approving the change of name of the Company to such other name as may be determined by the board of directors in its sole discretion (the "**Name Change Resolution**");

6. to consider and, if thought appropriate, to pass with or without variation, a special resolution authorizing and approving the consolidation of the outstanding common shares of the Company on the basis of such consolidation ratio as may be selected by the board of directors in their sole discretion, up to a maximum consolidation ratio of (10) pre-consolidation common shares for every one (1) post-consolidation share (the "**Consolidation Resolution**"); and

7. to transact such further or other business as may properly come before the meeting.

The board of directors (the "**Board**") unanimously recommends that the Shareholders vote **FOR** (a) the Auditors Appointment Resolution, (b) the Election of Directors Resolution, (c) the SOP Resolution, (d) the Name Change Resolution, and (e) the Consolidation Resolution.

Quorum and Votes Required for Certain Matters

A quorum for the Meeting is two persons present, whether present in person or represented by proxy at the Meeting. If the Company has only one shareholder or only one holder of any class or series of shares, the shareholder present in person or by proxy constitutes a meeting.

The Auditors Appointment Resolution, the Election of Directors Resolution and the SOP Resolution require the affirmative vote of not less than a majority of the votes cast by Shareholders who voted in respect thereof, in person or by proxy, at the Meeting. The Name Change Resolution and the Consolidation Resolution require the affirmative vote of not less than two-thirds (⅔) of the votes cast by Shareholders who voted in respect thereof, in person or by proxy, at the Meeting.

GENERAL PROXY INFORMATION – PROXY INSTRUCTIONS

Solicitation of Proxies

This Management Proxy Circular is furnished in connection with the solicitation of proxies by the management and the directors of the Company for use at the Meeting and at all adjournments or postponements thereof for the purposes set forth in the accompanying Notice of Meeting. The solicitation of proxies will be made primarily by mail or email and may be supplemented by telephone or other personal contact by the directors, officers and employees of the Company. Directors, officers and employees of the Company will not receive any extra compensation for such activities. The Company will bear the cost of the solicitation.

No person is authorized to give any information or to make any representation other than those contained in this Management Proxy Circular and, if given or made, such information or representation should not be relied upon as having been authorized by the Company. The delivery of this Management Proxy Circular shall not, under any circumstances, create an implication that there has not been any change in the information set forth herein since the date hereof.

This Management Proxy Circular is being sent to both registered and non-registered owners of the Common Shares. If you are a non-registered owner, and the Company or its agent has sent this Management Proxy Circular directly to you, your name and address and information about your holdings of Common Shares, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

Non-Registered Shareholders

Only registered Shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting. Most Shareholders are "non-registered" or "beneficial" Shareholders ("**Non-Registered Shareholders**") because the Common Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Common Shares. Common Shares beneficially owned by a Non-Registered Shareholder are registered either: (i) in the name of an intermediary ("**Intermediary**") that the Non-Registered Shareholder deals with in respect of the Common Shares; or (ii) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc. ("**CDS**")) of which the Intermediary is a participant. In accordance with applicable securities law requirements, the Company will have distributed copies, via mail or electronically, of the Notice, this Information Circular, the form of proxy and a request card for interim materials (collectively, the **"Meeting Materials"**) to the clearing agencies and Intermediaries for distribution to Non-Registered Shareholders.

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

i. be given a voting instruction form which is not signed by the Intermediary and which, when properly completed and signed by the Non-Registered Shareholder and returned to the Intermediary or its service company, will constitute voting instructions (often called a "**voting instruction form**") which the Intermediary must follow. Typically, the voting instruction form will consist of a one-page pre-printed form. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and the United States. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Non-Registered Shareholders, and asks Non-Registered Shareholders to return the forms to

Broadridge or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of the Common Shares to be represented at the Meeting. Sometimes, instead of the one-page pre-printed form, the voting instruction form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label with a bar-code and other information. In order for the form of proxy to validly constitute a voting instruction form, the Non-Registered Shareholder must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company. **A Non-Registered Shareholder who receives a voting instruction form cannot use that form to vote his or her Common Shares at the Meeting**; or

ii. be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Common Shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed by the Intermediary. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Shareholder when submitting the proxy. In this case, the Non-Registered Shareholder who wishes to submit a proxy should properly complete the form of proxy and deposit it with MTCL (in the case of registered holders) by mail delivery at 82 Richmond Street East, Toronto, ON M5C 1P1, Fax: 416-360-7812, or online at www.voteproxy.ca.

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

A Non-Registered Shareholder may revoke a voting instruction form or a waiver of the right to receive Meeting Materials and to vote which has been given to an Intermediary at any time by written notice to the Intermediary provided that an Intermediary is not required to act on a revocation of a voting instruction form or of a waiver of the right to receive Meeting Materials and to vote received by the Intermediary less than (7) days prior to the Meeting.

Non-Registered Shareholders fall into two categories: those who object to their identity being made known to the issuers of securities which they own ("**Objecting Beneficial Owners**" or "**OBOs**") and those who do not object to their identity being made known to the issuers of the securities they own ("**Non-Objecting Beneficial Owners**" or "**NOBOs**"). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from intermediaries. In accordance with NI 54-101, issuers may obtain and use the NOBO list in connection with any matter relating to the affairs of the issuer, including the distribution of proxy-related materials directly to NOBOs. The Company is sending Meeting Materials directly to the NOBOs; however, it does not intend to pay for intermediaries to deliver the Meeting Materials to the OBOs. Therefore, in the case of an OBO, the OBO will not receive the materials unless the OBO's intermediary assumes the cost of delivery.

Electronic copies of the Information Circular, financial statements of the Company for the years ended December 31, 2022 and 2023 ("**Financial Statements**") and management's discussion and analysis of the Company's results of operations and financial condition for 2022 and 2023 ("**MD&A**") may be found on the

Company's SEDAR profile at www.sedar.com. **Shareholders are reminded to review this Information Circular before voting.**

Appointment and Revocation of Proxies

The persons named in the form of proxy accompanying this Management Proxy Circular are directors and/or officers of the Company. A shareholder of the Company has the right to appoint a person (who need not be a shareholder), other than the persons whose names appear in such form of proxy, to attend and act for and on behalf of such shareholder at the Meeting and at any adjournment thereof. Such right may be exercised by either striking out the names of the persons specified in the form of proxy and inserting the name of the person to be appointed in the blank space provided in the form ofproxy, or by completing another proper form of proxy and, in either case, delivering the completed andexecuted proxy to MTCL in time for use at the Meeting in the manner specified in the Notice of Meeting.

A registered shareholder of the Company who has given a proxy may revoke the proxy at any time prior to use by: (a) depositing an instrument in writing, including another completed form of proxy, executed by such registered shareholder or by his or her attorney authorized in writing or by electronic signature or, if the registered shareholder is a corporation, by an officer or attorney thereof properly authorized, either: (i) by email to info@marrellitrust.ca at anytime prior to 11 a.m. (Toronto, Ontario time) two business days preceding the time of the Meeting or any adjournment or postponement thereof; or (ii) with the chairman on the day of the Meeting or any adjournment or postponement thereof; (b) transmitting, by electronic means, a revocation that complies with paragraph (i) or (ii) above and that is signed by electronic signature, provided that the means of electronic signature permits a reliable determination that the document was created or communicated by or on behalf of such shareholder or by or on behalf of his or her attorney, as the case may be; or (c) inany other manner permitted by law including attending the Meeting in person.

A Non-Registered Shareholder who has submitted a proxy may revoke it by contacting the Intermediary through which the Non-Registered Shareholder's Common Shares are held and following the instructionsof the Intermediary respecting the revocation of proxies.

Exercise of Discretion by Proxies

The Common Shares represented by an appropriate form of proxy will be voted on any ballot that may be conducted at the Meeting, or at any adjournment thereof, in accordance with the instructions thereon. **In the absence of instructions, such Common Shares will be voted for each of the matters referred to in the Notice of Meeting.**

The enclosed form of proxy, when properly completed and signed, confers discretionary authority upon the persons named therein to vote on any amendments to or variations of the matters identified in the Notice of Meeting; and on other matters, if any, which may properly be brought before the Meeting or any adjournment thereof. At the date hereof, management of the Company knows of no such amendments or variations or other matters to be brought before the Meeting. However, if any other matters which are not now known to management of the Company should properly be brought before the Meeting, or any adjournment thereof, the Common Shares represented by such proxy will be voted on such matters in accordance with the judgment of the person named as proxy therein.

Signing of Proxy

The form of proxy must be signed by the shareholder of the Company or the duly appointed attorney of the shareholder of the Company authorized in writing or, if the shareholder of the Company is a corporation, by a duly authorized officer of such corporation. A form of proxy signed by the person actingas attorney of the shareholder of the Company, or in some other representative capacity, including an officer of a corporation,

which is a shareholder of the Company, should indicate the capacity in which suchperson is signing and should be accompanied by the appropriate instrument evidencing the qualificationand authority to act of such person, unless such instrument has previously been filed with the Company.

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

Other than as disclosed herein, no director or officer of the Company who has held such position at any time since the incorporation of the Company, proposed nominee for election as a director of the Company, or associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of the securities or otherwise, in any matters to be acted upon at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of Common Shares. As at the close of business on April 25, 2024, there were 9,260,000 Common Shares issued and outstanding.

The Company has prepared a list of all persons who are registered holders of Common Shares on April 25, 2024 (the **"Record Date**") and the number of Common Shares registered to their name on that date. Each Shareholder is entitled to one vote on all matters to be acted upon at the Meeting for each Common Share registered in his name as it appears on the list of registered Shareholders.

Shareholders of record at the close of business on the Record Date are entitled to receive notice of, and to vote at, the Meeting.

To the knowledge of the directors and executive officers of the Company there are no holders of Common Shares carrying more than 10% of the voting rights thereof as at the date of this Circular.

STATEMENT OF EXECUTIVE COMPENSATION

Named Executive Officers

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

i. a chief executive officer ("**CEO**") of the Company;

ii. a chief financial officer ("**CFO**") of the Company;

iii. 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

iv. 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.

Director and NEO Compensation, Excluding Compensation Securities

The following table provides a summary of the compensation earned by the NEOs and directors for services rendered in all capacities during the fiscal years ended December 31, 2022 and 2023.

Table of compensation excluding compensation securities							
Name and Principal Position	**Fiscal period**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**All other compensation ($)**	**Total compensation ($)**
Eric Szustak[(1)] *President and Chief Executive Officer, Corporate Secretary, Chief Financial Officer, Director*	2023	nil	nil	nil	nil	nil	nil
	2022	nil	nil	nil	nil	nil	nil
Dennis H. Peterson[(2)] *Director*	2023	nil	nil	nil	nil	nil	nil
	2022	nil	nil	nil	nil	nil	nil
Magaly Bianchini[(3)] *Director*	2023	nil	nil	nil	nil	nil	nil
	2022	nil	nil	nil	nil	nil	nil
Bryan Knebel[(4)] *Former Chief Financial Officer and Consultant*	2023	nil	nil	nil	nil	nil	nil
	2022	nil	nil	nil	nil	nil	nil

Notes:

(1) Eric Szustak became Director, Corporate Secretary and President and Chief Executive Officer of the Company upon its incorporation on November 25, 2020.

(2) Dennis H. Peterson became a Director of the Company upon its incorporation on November 25, 2020.

(3) Magaly Bianchini became a Director of the Company upon its incorporation on November 25, 2020.

(4) Bryan Knebel became Chief Financial Officer of the Company upon its incorporation on November 25, 2020. He resigned from that position on May 10, 2021, and entered into a consulting agreement with the Company on July 16, 2021.

External Management Companies

Each NEO is an employee of the company. No external management company provides executive management services to the Company.

Outstanding Compensation Securities

The following table discloses the particulars of the option-based awards outstanding to NEOs and directors of the Company as at the date of this Circular, including awards granted before the most recently completed financial year.

Name and Position	**Number of securities underlying unexercised options and percentage of class[(1)]**	**Date of issue or grant**	**Option Exercise Price ($)**	**Closing price of underlying security on date of grant ($)**	**Closing price of underlying security at year end ($)[2]**	**Option Expiration Date**
Eric Szustak *President and Chief Executive Officer, Corporate Secretary, Chief Financial Officer, Director*	135,000	February 22, 2021	$0.05	N/A[1]	$0.05	February 21, 2026
	167,000	July 16, 2021	$0.10	$0.10	$0.05	July 16, 2026

Dennis H. Peterson *Director*	89,000 111,000	February 22, 2021 July 16, 2021	$0.05 $0.10	N/A[1] $0.10	$0.05 $0.05	February 21, 2026 July 16, 2026
Magaly Bianchini *Director*	89,000 111,000	February 22, 2021 July 16, 2021	$0.05 $0.10	N/A[1] $0.10	$0.05 $0.05	February 21, 2026 July 16, 2026
Bryan Knebel *Former Chief Financial Officer and Consultant*	200,000	July 16, 2021	$0.10	$0.10	$0.05	July 16, 2026

Notes:
(1) As at the date of grant, the underlying security was not publicly traded.
(2) Closing price as at December 31, 2023.

Exercise of Stock Options by NEOs and Directors

During the fiscal years ended December 31, 2022 and December 31, 2023, no options were exercised by the NEOs or directors.

Employment, Consulting and Management Agreements

Bryan Knebel

On July 16, 2021, the Company entered into a consulting agreement with Bryan Knebel, pursuant to which Mr. Knebel is retained as a consultant for an initial term of one year. In accordance with its incentive stock option plan, the Company granted 200,000 stock options to Mr. Knebel on July 16, 2021, as consideration for his consulting services. Those options have an exercise price equal to CAD$0.10, vested immediately, and have a term of five years.

Oversight and Description of Director and NEO Compensation

As the Company is currently a Capital Pool Company as defined in the Policies of the TSX Venture Exchange, it does not have a formal or informal compensation program. Except as set out below or otherwise disclosed in this Information Circular, prior to completion of a Qualifying Transaction (as defined in the Policies of the TSX Venture Exchange), no payment of any kind has been made, or will be made, directly or indirectly, by the Company to a non-arm's length party to the Company or a non-arm's length party to the Qualifying Transaction, or to any person engaged in Investor Relations Activities in respect of the securities of the Company or any Resulting Issuer by any means, including:

(a) remuneration, which includes but is not limited to:

i. salaries;

ii. consulting fees;

iii. contract fees or directors' fees;

iv. finder's fees;

v. loans, advances, bonuses; and

(b) deposits and similar payments.

The Company may, however, reimburse non-arm's length parties for the Company's reasonable allocation of

rent, secretarial services and other general administrative expenses, at fair market value ("**Permitted Reimbursement**"). Accordingly, the Company since its inception has paid $1,000 per month in rent to Peterson McVicar LLP, a law firm in which Dennis Peterson is a Partner. There have been no other such Permitted Reimbursements since incorporation. No Permitted Reimbursement may be made for any payment made to lease or buy a vehicle. In addition, the directors and senior officers of the Company have received, and may in the future receive, stock options.

Following completion of the Qualifying Transaction, it is anticipated that the Company shall pay compensation to its officers. However, no payment other than the Permitted Reimbursements will be made by the Company or by any party on behalf of the Company, after completion of the Qualifying Transaction, if the payment relates to services rendered or obligations incurred or in connection with the Qualifying Transaction.

Pension Plan Benefits

The Company does not provide a pension to any Directory or NEO of the Company.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the current or proposed directors or officers of the Company, nor any affiliate or associate of the current or proposed directors or officers of the Company, is or was indebted to the Company (or to another entity which is the subject of a guarantee support agreement, letter of credit, or other similar arrangement or undertaking provided by the Company) entered into in connection with a purchase of securities or otherwise per item 10.1 of National Instrument 51-102F5 – *Information Circular*, at any time since its incorporation.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides details of the equity securities of the Company authorized for issuance as of the financial period ended December 31, 2023, pursuant to the Company's incentive stock option plan:

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 plans (excluding securities reflected in column A) [(1)]
Equity compensation plans approved by securityholders	Nil	Nil	Nil
Equity compensation plans not approved by securityholders	1,402,000[(2)]	$0.089	24,000
Total	1,402,000	$0.089	24,000

Notes:
(1) Based on a total of 926,000 stock options issuable pursuant to the Company's incentive stock option plan as at December 31, 2023.
(2) Representing approximately 15.1% of the issued and outstanding Common Shares as at December 31, 2023.

AUDIT COMMITTEE

The Audit Committee is responsible for monitoring the Company's accounting and financial reporting practices and procedures, the adequacy of internal accounting controls and procedures, the quality and integrity of financial statements and for directing the auditors' examination of specific areas.

The current members of the Audit Committee are Eric Szustak, Magaly Bianchini, and Dennis Peterson. Eric Szustak is an executive officer of the Company and does not qualify as an "independent" director as defined in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"). Magaly Bianchini and Dennis Peterson are considered independent directors under NI 52-110. Each member of the Audit Committee is considered to be "financially literate" within the meaning of NI 52-110, which includes the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the Company's financial statements. The full text of the charter of the Audit Committee (the "**Audit Committee Charter**") is attached as Appendix "A".

Relevant Education and Experience

The relevant education and experience of each of the members of the Audit Committee is as follows:

Name of Member	Education	Experience
Eric Szustak	B.A. Hons Chartered Accountant Studies from the University of Waterloo CPA, CA	Mr. Szustak has 35 years of financial service, business development, marketing, accounting, and Chief Financial Officer experience. Mr. Szustak has worked at both small and large national accounting firms advising small and mid-sized businesses. His background includes 14 years with three national brokerage firms Midland Walwyn, Merrill Lynch and BMO Nesbitt Burns in various positions, including private client wealth group, management and securities compliance. Mr. Szustak serves and has served as the Chief Financial Officer with a number of companies in the resource sector listed on the TSX Venture Exchange and the Canadian Securities Exchange.
Dennis Peterson(1)	B. Comm. (Hons.) from Queen's University LL.B. from the University of Toronto Faculty of Law	Mr. Peterson has over 30 years' experience as a corporate securities lawyer specializing in corporate finance matters for small cap companies. Mr. Peterson serves as a director of a number of companies listed on the TSX Venture Exchange, including Probe Metals Inc., Canstar Resources Inc. and Angus Gold Inc. Mr. Peterson's practice focuses on junior natural resource companies, and he has extensive experience with all aspects of prospectus financings, private placements, mergers and acquisitions in the junior public markets. Companies he has worked with are listed on the Toronto Stock Exchange and the TSX Venture Exchange.
Magaly Bianchini	B.A. from the University of Toronto	Ms. Bianchini is an independent businesswoman involved in various land and renewable energy development projects. From July 1989 to March 2009 she was an officer and director of Leader Capital Corp. a company engaged in the acquisition of land for the purpose of development and sale. Leader Capital Corp. was publicly traded on the TSX Venture Exchange. Ms. Bianchini has also served as director of Valucap Investments Inc.

Notes:
(1) Chair of the Audit Committee.

Audit Committee Oversight

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

Pre-Approval Policies and Procedures

The Audit Committee is required to pre-approve all audit and non-audit services not prohibited by law to be provided by the independent auditors of the Company.

External Auditor Service Fees

The following table provides details in respect of audit, audit related, tax and other fees billed by the

Company's external auditor during the fiscal years ended December 31, 2023 and December 31, 2022.

	Year Ended December 31, 2023	Year Ended December 31, 2022
Audit Fees[(1)]	$11,888	$10,923
Audit Related Fees[(2)]	$0	$0
Tax Fees[(3)]	$825	$931
All Other Fees	$0	$0
Total	$12,713	$11,854

Notes:

(1) Aggregate fees billed for professional services rendered by the auditor for the audit of the Company's annual financial statements.

(2) Aggregate fees billed for professional services rendered by the auditor and consisted primarily of file quality review fees and fees for the review of quarterly financial statements and related documents.

(3) Aggregate fees billed for tax compliance, tax advice and tax planning professional services. These services included reviewing tax returns and assisting in responses to government tax authorities.

Exemption

Since the Company is a "venture issuer" pursuant to NI 52-110 (its securities are not listed or quoted on any of the Toronto Stock Exchange, a market in the U.S., or a market outside of Canada and the U.S.), it is relying on the exemption in section 6.1 of NI 52-110, exempting the Company from the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

CORPORATE GOVERNANCE

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**") requires the disclosure by each listed corporation of its approach to corporate governance.

Set out below is a description of the Company's approach to corporate governance in accordance with NI 58-101.

Board of 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 in turn defined as a relationship which could, in the view of the Board, be reasonably expected to interfere with such member's independent judgment.

The Board is currently comprised of three (3) members, two (2) of whom the Board has determined to be "independent directors" within the meaning of NI 58-101. Dennis Peterson and Magaly Bianchini are considered independent directors within the meaning of NI 58-101 since they are each independent of management and free from any material relationship with the Company. The basis for this determination is that, since the date of incorporation of the Company, neither of the independent directors have worked for the Company, received remuneration from the Company or had material contracts with or material interests in the Company which could interfere with their ability to act with a view to the best interests of the Company. Eric Szustak is not considered an independent director because he is also an officer of the Company.

The Board functions independently of management. To enhance its ability to act independent of management, the Board may in the future meet in the absence of members of management or may excuse such persons from all or a portion of any meeting where an actual or potential conflict of interest arises or where the Board otherwise determines is appropriate.

Directorships

Certain of the directors and proposed directors of the Company are also current directors of other reporting issuers (or equivalent) in a jurisdiction or a foreign jurisdiction as follows:

Name of Director	Other Reporting Issuer (or equivalent in a foreign jurisdiction)	Trading Market
Eric Szustak	Quinsam Capital Corp.	CSE
	Copper Road Resources Inc.	TSXV
	Nevada Organic Phosphate Inc.	CSE
Dennis Peterson	Angus Gold Inc.	TSXV
	Probe Gold Inc.	TSXV
Magaly Bianchini	Goodbridge Capital Corp.	TSXV
	Urban Infrastructure Group Inc.	TSXV

Orientation and Continuing Education

While the Company currently has no formal orientation and education program for new Board members, it is expected that sufficient information (such as recent financial statements, technical reports and various other operating, property and budget reports) will be provided to all new Board members to ensure that new directors are familiarized with the Company's business and the procedures of the Board. In addition, new directors will be encouraged to visit and meet with management on a regular basis. The Company will also encourage continuing education of its directors and officers where appropriate in order to ensure that they have the necessary skills and knowledge to meet their respective obligations to the Company. The Board's continuing education will also consist of correspondence with the Company's legal counsel to remain up to date with developments in relevant corporate and securities law matters.

Ethical Business Conduct

The fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest will ensure that the Board operates independently of management and in the best interests of the Company.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and to exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, as some of the directors and proposed directors of the Company also serve as directors and officers of other companies engaged in similar business activities, directors must comply with the conflict of interest provisions of the CBCA, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest.

Any interested director will be required to declare the nature and extent of his or her interest and will not be entitled to vote at meetings of directors at which matters that give rise to such a conflict of interest are considered.

Nomination of Directors

The Company does not have a formal process or committee for proposing new nominees for election to the

Board. The nominees proposed are generally the result of recruitment efforts by the members of the Board, including both formal and informal discussions among the members of the Board.

Compensation

The Company has not created or appointed a compensation committee given the Company's current size and stage of development. All tasks related to developing and monitoring the Company's approach to the compensation of the Company's NEOs and directors are performed by the members of the Board. See the *STATEMENT OF EXECUTIVE COMPENSATION* section above for more detail.

Other Board Committees

The Board has no committees other than the Audit Committee. The Audit Committee Charter is attached as Appendix "A" below. See also the *AUDIT COMMITTEE* section above.

Assessments

The Board will consider the Board and committee performance from time to time, as required.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Presentation of Financial Statements

At the Meeting, the Chairman of the Meeting will present to Shareholders the audited financial statements of the Company for the fiscal years ended December 31, 2022 and December 31, 2023.

2. Election of Directors

The articles of the Company provide that the Board of Company consists of a minimum of one (1) and maximum of nine (9) directors. At the Meeting, the three (3) persons named hereunder will be proposed for election as directors of the Company. Management does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the person named in the accompanying proxy to vote the proxy for the election of any other person or persons in place of any nominee or nominees unable to serve.

The Board unanimously recommends that Shareholders vote **FOR** the Election of Directors Resolution.

Unless the Shareholder has specifically instructed in the accompanying form of proxy that the Common Shares represented by such proxy are to be withheld from voting, the persons named in the accompanying proxy will vote FOR the election of the below named proposed directors.

The following table and the notes thereto state the names of all persons nominated by management for election as directors, all other positions and offices with the Company now held by them, their principal occupations or employment and abbreviated biographies, their period or periods of service as directors of the Company and the approximate number of voting securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised by each of them as of the date hereof. If elected, each director will hold office until the next annual meeting of Shareholders or until his successoris duly elected, unless prior thereto the director resigns or the director's office becomes vacant by reason of death or other cause.

Name and Residence (Province or State, and Country) of Each Director and Proposed Director	Principal Occupation, Business or Employment for the Last Five Years	Director Since	Shares Beneficially Owned, or Over Which Control or Direction is Exercised, Directly or Indirectly
Eric Szustak *Ontario, Canada*	Director, Nevada Organic Phosphate Inc. (CSE: NOP), (2023 – Present); President, Chief Executive Officer, Corporate Secretary and Director, Bigstack Opportunities I Inc. (2020 – Present); Chief Financial Officer of James Bay Resources Limited (CSE: JBR); Former President and current Chairman and Director of Quinsam Capital Corp. (CSE: QCA); Former President and former Director of Quinsam Opportunities I Inc. (TSXV: QOP.P); Director of Copper Road Resources Inc. (TSXV: CRD); Former Chief Financial Officer of Ascendant Resources Inc. (TSXV: ASND).	November 25, 2020	500,000
Magaly Bianchini *Ontario, Canada*	Director, Urban Infrastructure Group Inc. (2024 – Present); Director, Goodbridge Capital Corp. (2022 – Present); Bigstack Opportunities I Inc. (2020 – Present); Self-Employed, Independent Real Estate Developer (2010 – Present).	November 25, 2020	660,000
Dennis Peterson(1) *Ontario, Canada*	Director, Bigstack Opportunities I Inc. (2020 – Present); Solicitor, Peterson McVicar LLP (1995 – Present).	November 25, 2020	840,000

Note:
(1) Chairman of the Audit Committee.

No director, together with their affiliates, controls 10% or more of the voting rights attached to the Common Shares of the Company.

As a group, the proposed directors beneficially own, control, or direct, directly or indirectly, 2,000,000 Common Shares, representing approximately 21.6% of the issued and outstanding Common Shares, as at the date hereof. If all the Options are exercised, 3,702,000 Common Shares, representing approximately 33.7% of the issued and outstanding Common Shares, would be beneficially owned, controlled, or directed by the proposed directors.

Biographies

The following is a brief description of the proposed directors of the Company.

Eric Szustak, Chief Executive Officer, Corporate Secretary and Director

Mr. Szustak is a Chartered Public Accountant, CA with over 35 years of financial service, business development, marketing, accounting, and Chief Financial Officer experience. Mr. Szustak has worked at both small and large national accounting firms advising small and mid-sized businesses. His background includes 14 years with three national brokerage firms Midland Walwyn, Merrill Lynch and BMO Nesbitt Burns in various positions, including private client wealth group, management and securities compliance. Mr. Szustak holds a B.A. Honors Chartered Accountant Studies and Economics from the University of Waterloo and received his Chartered Accountant designation in 1985. Mr. Szustak is the president of Deca Global Advisors Inc. providing advisory services to public companies in Canada. Mr. Szustak is Chairman of Quinsam Capital Company, (CSE:QCA), a merchant bank focused on the Cannabis sector, and offering a wide range of activities including acquisitions, advisory services, lending activities and portfolio Mr. Szustak serves and has served as the Chief Financial Officer with a number of companies in the resource sector listed on the TSXV and the Canadian Securities Exchange (the "**CSE**").

Magaly Bianchini, Director

Ms. Bianchini is an independent businesswoman involved in various land and renewable energy development projects. Since July 1989 to March 2009 she was an officer and director of Leader Capital Corp. a company engaged in the acquisition of land for the purpose of development and sale and, through its subsidiaries. Leader Capital Corp. was publicly traded on the TSXV. Ms. Bianchini has also served as director of Valucap Investments Inc. (TSXV NEX) from March 2001 to January 2021.

Dennis H. Peterson, Director

Dennis H. Peterson is a partner of Peterson McVicar LLP. Mr. Peterson has over 30 years' experience as a corporate securities lawyer specializing in corporate finance matters for small cap companies. Mr. Peterson serves as a director of a number of companies listed on the TSX Venture Exchange, including Probe Metals Inc., Canstar Resources Inc. and Angus Gold Inc. Mr. Peterson's practice focuses on junior natural resource companies, and he has extensive experience with all aspects of prospectus financings, private placements, mergers and acquisitions in the junior public markets. Companies he has worked with are listed on the Toronto Stock Exchange and the TSX Venture Exchange. Mr. Peterson holds a B. Comm. (Hons.) degree from Queen's University and an LL.B. degree from the University of Toronto Faculty of Law.

Cease Trade Orders or Bankruptcies

No proposed director of the Company:

1. is, as of the date hereof, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company that:

    a. was subject to (i) a cease trade order; (ii) an order similar to a cease trade order or (iii) anorder that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**") that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

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

2. is, as of the date hereof, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

3. has, within the 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangements or compromise with creditors, or had a receiver, receiver manager ortrustee appointed to hold the assets of the proposed director.

3. Appointment of Auditor

Shareholders will be asked to consider and, if thought advisable, to pass an ordinary resolution to appoint the firm of Clearhouse LLP to serve as the auditor of the Company until the next annual meeting of Shareholders and to authorize the directors of the Company to fix the auditor's remuneration as such. Clearhouse LLP was appointed as auditor of the Company on November 25, 2020.

The Board recommends that Shareholders vote FOR the Auditors Appointment Resolution. Unless the Shareholder has specifically instructed in the form of proxy or voting instruction form that the Common Shares represented by such proxy or voting instruction form are to be voted against the Auditors Appointment Resolution, the persons named in the proxy or voting instruction form will vote FOR the Auditors Appointment Resolution.

4. Incentive Stock Option Plan Approval

The TSX Venture Exchange ("**TSX-V**") requires all listed companies with a 10% rolling stock option plan to obtain annual shareholder approval of such a plan. Shareholders will be asked at the Meeting to vote on a resolution to approve, for the ensuing year, the Company's incentive stock option plan, which was adopted by the Directors on February 23, 2021 (the "**SOP**").

The SOP provides that the Compensation Committee (or the Board if no Committee has been appointed) of the Company may from time to time, in its discretion, grant stock options to directors, officers, employees and consultants of the Company or of any subsidiary in accordance with the terms of the SOP. The SOP provides for a floating maximum limit of 10% of the outstanding Common Shares as permitted by the policies of the TSX-V. As at the date hereof, this represents 926,000 Common Shares available under the SOP.

Some of the key provisions of the SOP are as follows:

i. The aggregate maximum number of Common Shares available for issuance from treasury under the SOP at any given time shall not exceed 10% of the outstanding Common Shares as at the date of a grant of options under the SOP, subject to adjustment or increase of such number pursuant to the terms of the SOP. Any Common Shares subject to an Option which has been granted under the SOP and which has been cancelled, repurchased, expired or terminated in accordance with the terms of the SOP without having been exercised will again for available under the SOP**.**

ii. The exercise price of Options, if applicable, shall be determined by the Compensation Committee at the time each Option is granted, provided that such price shall not be less than (a) if the Common Shares are listed on the TSX-V, the last closing price of the Common Shares on the TSX-V; or (b) if the Common Shares are listed on the Toronto Stock Exchange (the "**TSX**"), the volume weighted average trading price (calculated in accordance with the rules and policies of the TSX) of the Common Shares, or another stock exchange where the majority of the trading volume and value of the Common Shares occurs, for the five trading days immediately preceding the day the Option is granted; or (c) if the Common Shares are not listed on the TSX-V or the TSX, the applicable minimum price in accordance with the rules of the stock exchange of which the Common Shares are listed at the time of the grant; or (d) if the Common Shares are not listed on any stock exchange, the minimum exercise price as determined by the Compensation Committee.

iii. The aggregate number of Common Shares reserved for issuance pursuant to Options granted to insiders of the Company at any given time, or within a 12-month period, shall not exceed 10% of the total number of Common Shares then outstanding, unless disinterested shareholder approval is obtained. The aggregate number of Common Shares reserved for issuance pursuant to Options granted to any one person or entity within any 12-month period shall not exceed 5% of the total

number of Common Shares then outstanding unless disinterested shareholder approval is obtained. The aggregate number of Options granted to all Consultants in any twelve-month period must not exceed 2% of the issued and outstanding shares, calculated at the date the Option was granted. The aggregate number of Options granted to persons who are employed in Investor Relations Activities (as that term is defined in Policy 1.1 – *Interpretation* of the TSX-V) during any 12-month period shall not exceed 2% of the issued and outstanding shares, calculated at the date the Option was granted, provided that no Options shall be granted to persons who are employed in Investor Relations Activities while the Company remains a Capital Pool Company (as that term is defined by the policies of the TSX-V).

iv. The Board may determine when any Option will become exercisable and may determine that the Option will be exercisable immediately upon the date of grant, or in installments or pursuant to a vesting schedule; however, unless the Board determines otherwise, applicable Options issued pursuant to the SOP are generally subject to a vesting schedule as follows: (a) 1/3 upon the first anniversary of the date of grant; (b) 1/3 upon the second anniversary of the date of grant; and (c) 1/3 upon the third anniversary of the date of grant. Not withstanding the foregoing, any Options granted to persons who are employed in Investor Relations Activities (as that term is defined in Policy 1.1 – *Interpretation* of the TSX-V) shall vest in stages over a period of not less than twelve months, such that no more than ¼ of the Options vest no sooner than three months after the Options were granted, no more than ¼ of the Options vest no sooner than six months after the Options were granted, no more than ¼ of the Options vest no sooner than nine months after the Options were granted, and the remainder of the Options vest no sooner than 12 months after the Options were granted.

v. In the event of a change of control (as defined in the SOP), all Options outstanding shall be immediately exercisable, provided that in no case may the vesting of any Option held by a Participant engaged in Investor Relations Activities (as that term is defined in Policy 1.1 – *Interpretation* of the TSX-V) be accelerated without the prior approval of the TSX-V.

vi. So long as the Company is considered a Capital Pool Company (as that term is defined in Policy 2.4 *Capital Pool Companies* of the TSX-V), several additional restrictive provisions of the SOP will apply, including:

a. Options may only be granted: (i) to a director or senior officer of the Company or to a corporation wholly-owned by a director or senior officer of the Company; (ii) where permitted by securities laws, to a technical consultant whose particular industry experience is required to evaluate a proposed Qualifying Transaction; or (iii) to an Eligible Charitable Organization (as that term is defined in Policy 4.4 *Security Based Compensation* of the TSX-V.

b. The exercise price per Common Share of any CPC Stock Option granted by the Company prior to the closing of an initial public offering of the Company cannot be less than the lowest price at which Seed Shares (as that term is defined in Policy 1.1 Interpretation of the Exchange) were issued by the CPC.

c. No CPC Stock Option may be granted by the Company unless the optionee first enters into an escrow agreement under which the optionee agrees to deposit the CPC Stock Option, and the Common Shares acquired pursuant to the exercise of such CPC Stock Option, into escrow as described in Part 11 of Policy 2.4 *Capital Pool Companies*.

d. The term of a CPC Stock Option must expire not later than 12 months after the optionee ceases to be a director, senior officer or technical consultant of the Company or of the Resulting Issuer (as that term is defined in Policy 2.4 *Capital Pool Companies*), as the case may be, subject to any earlier expiry date of such CPC Stock Option.

As of the date of this Circular, outstanding options to purchase a total of 902,000 Common Shares have been issued to directors, officers, employees and consultants of the Company and remain outstanding. As at the date hereof, the number of Common Shares remaining available for issuance under the SOP is 24,000.

See "*SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS*" as well as a full copy of the SOP attached hereto as Schedule "B", which qualifies the foregoing summary in its entirety.

Shareholder Approval for the SOP

Shareholders will be asked to consider and, if deemed advisable, to pass an ordinary resolution approving the SOP, which, to be effective, must be passed by not less than a majority of the votes cast by the holders of Common Shares present in person, or represented by proxy, at the Meeting.

The Board recommends that Shareholders vote FOR the SOP Resolution. Unless the Shareholder has specifically instructed in the form of proxy or voting instruction form that the Common Shares represented by such proxy or voting instruction form are to be voted against the SOP Resolution, the persons named in the proxy or voting instruction form will vote FOR the SOP Resolution.

5. Name Change

In anticipation of the completion of a Qualifying Transaction, which Qualifying Transaction will be announced when the Company enters into an agreement in principle, the Company intends to change its name to such other name as the Board, in its sole discretion, deems appropriate (the "**Name Change**"). Although the Company has not yet entered into an agreement in principle, management believes that the Name Change is in the best interests of the Company in order for the Company to act quickly to complete a Qualifying Transaction, if and when an agreement in principle is entered into. The Board will only take the steps necessary to change the Company's name if a Qualifying Transaction is successfully completed.

The Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, a special resolution authorizing the amendment of the articles of the Company to effect the Name Change. To pass, the special resolution requires the affirmative vote of not less than two-thirds (2/3) of the votes cast by the holders of Common Shares present at the Meeting in person or by proxy.

The complete text of the Name Change Resolution to be placed before the Meeting authorizing the change of the name of the Company is as follows:

"**BE IT HEREBY RESOLVED** as a special resolution of the Company that:

(a) the articles of the Company are amended to change the name of the Company to such other name as the board of directors, in its sole discretion, deems appropriate and the Director appointed under the *Business Corporations Act* (Ontario) may permit;

(b) any one director or officer be and is hereby authorized to send to the Director appointed under the *Business Corporations Act* (Ontario) articles of amendment of the Company in the prescribed form, and any one or more directors are hereby authorized to prepare, execute and file articles of amendment in the prescribed form in order to give effect to this special resolution and the Name Change, and to execute and deliver all such other deeds, documents and other writings and perform such other acts as may be necessary or desirable to give effect to this special resolution; and

(c) notwithstanding approval of the shareholders of the Company as herein provided, the board of directors may, in its sole discretion, revoke the special resolution before it is acted upon without further approval of the shareholders of the Company."

THE NAME CHANGE RESOLUTION WILL ONLY BECOME EFFECTIVE IN THE EVENT THAT A QUALIFYING TRANSACTION IS SUCCESSFULLY COMPLETED.

The Board recommends that Shareholders vote FOR the Name Change Resolution. Unless the Shareholder has specifically instructed in the form of proxy or voting instruction form that the Common Shares represented by such proxy or voting instruction form are to be voted against the Name Change Resolution, the persons named in the proxy or voting instruction form will vote FOR the Name Change Resolution.

6. Consolidation of the Common Shares

At the Meeting, the Shareholders will be asked to consider and, if thought appropriate, pass, with or without variation, a special resolution authorizing the directors of the Company to consolidate (the "**Consolidation**") the issued and outstanding Common Shares of the Company on the basis of such consolidation ratio as may be selected by the board of directors, provided that any ratio so selected may require no more than ten (10) pre-consolidation common shares for every one (1) post-consolidation share (the "**Consolidation Resolution**").

The Consolidation is proposed to be completed in connection with, and conditional upon, the completion of the Company's Qualifying Transaction. Although the Company has not yet entered into an agreement in principle, management believes that the Consolidation is in the best interests of the Company in order to act quickly to complete a Qualifying Transaction, if and when an agreement in principle is entered into. The Board will only take the steps necessary for completion of the Consolidation if a Qualifying Transaction is successfully completed.

If the Consolidation would otherwise result in a Shareholder holding a fraction of a Common Share, no fraction or fractional certificate will be issued, and a Shareholder will not receive a whole Common Share for each such fraction held. In all other respects, the post-consolidated Common Shares will have the same attributes as the existing Common Shares. If the Consolidation is effected, the exercise or conversion price and the number of Common Shares issuable under outstanding incentive stock options will also be proportionately adjusted.

Principal Effects of the Share Consolidation

The Consolidation will affect all Shareholders uniformly. Except for any variances attributable to fractional shares, the change in the number of issued and outstanding Common Shares that will result from the Consolidation will cause no change in the capital attributable to the Common Shares and will not materially affect any Shareholder's percentage ownership in the Company, even though such ownership will be represented by a smaller number of Common Shares.

In addition, the Consolidation will not affect any Shareholder's proportionate voting rights. Each Common Share outstanding after the Consolidation will be entitled to one vote. Assuming a consolidation ratio of one (1) post-consolidation Common Share for each two (2) pre-consolidation Common Shares, the number of issued and outstanding will be reduced from 9,260,000 Common Shares to approximately 4,630,000 post-Consolidation Common Shares (subject to adjustment for fractional shares) as a result of the Consolidation.

In general, the Consolidation will not be considered to result in a disposition of Common Shares by Shareholders for Canadian federal income tax purposes. The aggregate adjusted cost base to a Shareholder for such purposes of all Common Shares held by the Shareholder will not change as a result of the Consolidation; however, the Shareholders' adjusted cost base per Common Share will increase proportionately. This summary is of a general nature only and is not, and is not intended to be, legal or tax advice to any Shareholder.

It is not exhaustive of all federal income tax considerations. Accordingly, Shareholders should consult their own tax advisors having regard to their own particular circumstances.

Effect on Non-Registered Shareholders

Beneficial Shareholders holding their Common Shares through a bank, broker or other nominee should note that such banks, brokers or other nominees may have different procedures for processing the Consolidation than those that will be put in place by the Company for registered common shareholders. If you hold your Common Shares with such a bank, broker or other nominee and if you have questions in this regard, you are encouraged to contact your nominee.

Certain Risks associated with the Consolidation

The effect of the Consolidation upon the market price of the Common Shares cannot be predicted with any certainty, and the history of similar share consolidations for corporations similar to the Company is varied. There can be no assurance that the total market capitalization of the Common Shares immediately following the Consolidation will be equal to or greater than the total market capitalization immediately before the Consolidation. In addition, there can be no assurance that the per-share market price of the Common Shares following the Consolidation will remain higher than the per-share market price immediately before the Consolidation or equal or exceed the direct arithmetical result of the Consolidation. In addition, a decline in the market price of the Common Shares after the Consolidation may result in a greater percentage decline than would occur in the absence of the Consolidation. Furthermore, the Consolidation may lead to an increase in the number of Shareholders who will hold "odd lots"; that is, a number of shares not evenly divisible into board lots (a board lot is either 100, 500 or 1,000 shares, depending on the price of the shares). As a general rule, the cost to Shareholders transferring an odd lot of Common Shares is somewhat higher than the cost of transferring a "board lot". Nonetheless, despite the risks and the potential increased cost to Shareholders in transferring odd lots of post-Consolidation Common Shares, the Board believes the Consolidation is in the best interests of all Shareholders.

In order to pass the Consolidation Resolution, at least two-thirds of the votes cast by the holders of Common Shares present at the Meeting in person or by proxy must be voted in favour of the Consolidation Resolution. If the Consolidation Resolution does not receive the requisite shareholder approval, the Company will continue with its present share capital. The Company requests Shareholders to consider and, if thought advisable, to approve an ordinary resolution substantially in the form set out below:

"**BE IT HEREBY RESOLVED** as a special resolution of the Company that:

(a) the Company is authorized to amend its articles of incorporation to consolidate all of the issued and outstanding Common Shares, on the basis of such consolidation ratio as may be selected by the board of directors, provided that any ratio so selected may require no more than ten (10) pre-consolidation common shares for every one (1) post-consolidation share (the "**Consolidation**");

(b) the date of completion of the Consolidation shall be determined at the discretion of the board of directors;

(c) in the event that the Consolidation would otherwise result in the issuance of a fractional Common Share, no fractional common share shall be issued and such fraction would be rounded down to the nearest whole number;

(d) any officer or director of the Company is hereby authorized to sign, for and on behalf of the Company, and file the articles of amendment and deliver any document and to do all things and to sign any other

document which he, in his sole discretion, may deem necessary or useful in order to give effect to this special resolution, including the determination of the effective date of the Consolidation and the filing of all appropriate documents with the TSX Venture Exchange so as to obtain its approval for the Consolidation; and

(e) notwithstanding the foregoing, the directors of the Company are hereby authorized, without further approval of or notice to the Shareholders of the Company, to revoke this special resolution."

THE CONSOLIDATION RESOLUTION WILL ONLY BE EFFECTIVE IN THE EVENT THAT A QUALIFYING TRANSACTION IS SUCCESSFULLY COMPLETED.

The Board recommends that Shareholders vote FOR the Consolidation Resolution. Unless the Shareholder has specifically instructed in the form of proxy or voting instruction form that the Common Shares represented by such proxy or voting instruction form are to be voted against the Consolidation Resolution, the persons named in the proxy or voting instruction form will vote FOR the Consolidation Resolution.

Other Matters

Management of the Company knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the notice of meeting accompanying this Circular. However, if any other matter properly comes before the Meeting, valid forms of proxy will be voted on such matter in accordance with the best judgment of the persons voting the proxy.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

To the knowledge of the directors and officers of the Company, no informed person of the Company, proposed management nominee for director of the Company, or any associate or affiliate of the foregoing has or had any material interest, direct or indirect, in any transaction since the commencement of the Company's last financial year, or in any proposed transaction, which, in either case,has materially affected or will materially affect the Company.

ADDITIONAL INFORMATION

Additional information relating to the Company may be found under the Company's profile on SEDAR at www.sedar.com. Inquiries including requests for copies of this Information Circular, the Financial Statements and MD&A for the years ended December 31, 2022 and 2023 may be directed to the Company's transfer agent toll-free by telephone at 1-844-682-5888 or by email to info@marrellitrust.ca. Additional financial information is provided in the Financial Statements and MD&A for the years ended December 31, 2022 and 2023 which is also available on SEDAR.

* * * * *

APPROVAL

The contents and sending of this Management Proxy Circular have been approved by the Board of the Company.

DATED this 23rd day of April, 2024.

BY ORDER OF THE BOARD OF DIRECTORS
OF BIGSTACK OPPORTUNITIES I INC.

(signed) "Eric Szustak"

Eric Szustak (President and Director)

APPENDIX “A”

AUDIT COMMITTEE CHARTER

[*Begins on next page*]

BIGSTACK OPPORTUNITIES I 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 Bigstack Opportunities I Inc. ("**Bigstack**" or the "**Corporation**").

1. Mandate

1.1. The Committee shall:

(a) assist the Board in its oversight role with respect to the quality and integrity of the financial information;

(b) assess the effectiveness of the Corporation's risk management and compliance practices;

(c) assess the independent auditor's performance, qualifications and independence;

(d) assess the performance of the Corporation's internal audit function;

(e) ensure the Corporation's compliance with legal and regulatory requirements; and

(f) prepare such reports of the Committee required to be included in any Management Information Circular in accordance with applicable laws or the rules of applicable securities regulatory authorities.

2. Composition and Membership

2.1. The Committee shall be composed of not less than three members, each of whom shall be a director of the Corporation. If there are more than three directors of the Corporation, a majority of the members of the Committee shall not be an officer or employee of the Corporation. A majority of the members shall satisfy the applicable independence requirements, and all members shall satisfy the experience requirements, of the laws governing the Corporation, the applicable stock exchanges on which the Corporation's securities are listed and applicable securities regulatory authorities.

2.2. Each member of the Committee shall be financially literate as such qualification is interpreted by the Board of Directors in its business judgment.

2.3. Members of the Committee shall be appointed or reappointed at the annual meeting of the Corporation and in the normal course of business will serve a minimum of three years. Each member shall continue to be a member of the Committee until a successor is appointed, unless the member resigns, is removed or ceases to be a Director. The Board of Directors may fill a vacancy that occurs in the Committee at any time.

2.4. The Board of Directors or, in the event of its failure to do so, the members of the Committee, shall appoint or reappoint, at the annual meeting of the Corporation a Chairman among their number. The Chairman shall not be a former executive Officer of the Corporation. Such Chairman shall serve as a liaison between members and senior management ("**Management**").

2.5. The time and place of meetings of the Committee and the procedure at such meetings shall be determined from time to time by the members therefore provided that:

(a) a quorum for meetings shall be at least three members;

(b) the Committee shall meet at least quarterly;

(c) notice of the time and place of every meeting shall be given in writing or by telephone, facsimile, email or other electronic communication to each member of the Committee at least twenty-four (24) hours in advance of such meeting;

(d) a resolution in writing signed by all directors entitled to vote on that resolution at a meeting of the Committee is as valid as if it had been passed at a meeting of the Committee.

The Committee shall report to the Board of Directors on its activities after each of its meetings. The Committee shall review and assess the adequacy of this charter annually and, where necessary, will recommend changes to the Board of Directors for its approval. The Committee shall undertake and review with the Board of Directors an annual performance evaluation of the Committee, which shall compare the performance of the Committee with the requirements of this charter and set forth the goals and objectives of the Committee for the upcoming year. The performance evaluation by the Committee shall be conducted in such manner as the Committee deems appropriate. The report to the Board of Directors may take the form of an oral report by the chairperson of the Committee or any other designated member of the Committee.

3. Duties and Responsibilities

3.1. Oversight of the Independent Auditor

(a) Sole authority to appoint or replace the independent auditor (subject to shareholder ratification) and responsibility for the compensation and oversight of the work of the independent auditor (including resolution of disagreements between Management and the independent auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or related work. The independent auditor shall report directly to the Committee.

(b) Sole authority to pre-approve all audit services as well as non-audit services (including the fees, terms and conditions for the performance of such services) to be performed by the independent auditor.

(c) Evaluate the qualifications, performance and independence of the independent auditor, including: (i) reviewing and evaluating the lead partner on the independent auditor's engagement with the Corporation; and (ii) considering whether the auditor's quality controls are adequate and the provision of permitted non-audit services is compatible with maintaining the auditor's independence.

(d) Obtain and review a report from the independent auditor at least annually regarding: the independent auditor's internal quality-control procedures; any material issues raised by the most recent internal quality-control review, or peer review, of the firm, 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 firm; any steps taken to deal with any such issues; and all relationships between the independent auditor and the Corporation.

(e) Review and discuss with Management and the independent auditor prior to the annual audit the scope, planning and staffing of the annual audit.

(f) Ensure the rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit as required by law.

(g) Review, as necessary, policies for the Corporation's hiring of partners, employees or former partners and employees of the independent auditor.

3.2. Financial Reporting

(a) Review and discuss with Management and the independent auditor the annual audited financial statements prior to the publication of earnings.

(b) Review and discuss with Management the Corporation's annual and quarterly disclosures made in Management's Discussion and Analysis. The Committee shall approve any reports for inclusion in the Corporation's Annual Report, as required by applicable legislation.

(c) Review and discuss, with Management and the independent auditor, Management's report on its assessment of internal controls over financial reporting and the independent auditor's attestation report on Management's assessment.

(d) Review and discuss with Management the Corporation's quarterly financial statements prior to the publication of earnings.

(e) Review and discuss with Management and the independent auditor at least annually significant financial reporting issues and judgments made in connection with the preparation of the Corporation's financial statements, including any significant changes in the Corporation's selection or application of accounting principles, any major issues as to the adequacy of the Corporation's internal controls and any special steps adopted in light of material control deficiencies.

(f) Review and discuss with Management and the independent auditor at least annually reports from the independent auditors on: critical accounting policies and practices to be used; significant financial reporting issues, estimates and judgments made in connection with the preparation of the financial statements; alternative treatments of financial information within generally accepted accounting principles that have been discussed with Management, ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the independent auditor; and other material written communications between the independent auditor and Management, such as any management letter or schedule of unadjusted differences.

(g) Discuss with the independent auditor at least annually any "Management" or "internal control" letters issued or proposed to be issued by the independent auditor to the Corporation.

(h) Review and discuss with Management and the independent auditor at least annually any significant changes to the Corporation's accounting principles and practices suggested by the independent auditor, internal audit personnel or Management.

(i) Discuss with Management the Corporation's earnings press releases, including the use of "pro forma" or "adjusted" non-GAAP information, as well as financial information and earnings guidance (if any) provided to analysts and rating agencies.

(j) Review and discuss with Management and the independent auditor at least annually the effect of regulatory and accounting initiatives as well as off-balance sheet structures on the Corporation's financial statements.

(k) Review and discuss with the Chief Executive Officer and the Chief Financial Officer the procedures undertaken in connection with the Chief Executive Officer and Chief Financial Officer certifications for the annual filings with applicable securities regulatory authorities.

(l) Review disclosures made by the Corporation's Chief Executive Officer and Chief Financial Officer during their certification process for the annual filing with applicable securities regulatory authorities about any significant deficiencies in the design or operation of internal controls which could adversely affect the Corporation's ability to record, process, summarize and report financial data or any material weaknesses in the internal controls, and any fraud involving Management or other employees who have a significant role in the Corporation's internal controls.

(m) Discuss with the Corporation's General Counsel at least annually any legal matters that may have a material impact on the financial statements, operations, assets or compliance policies and any material reports or inquiries received by the Corporation or any of its subsidiaries from regulators or governmental agencies.

3.3. Oversight of Risk Management

(a) Review and approve periodically Management's risk philosophy and risk management policies.

(b) Review with Management at least annually reports demonstrating compliance with risk management policies.

(c) Review with Management the quality and competence of Management appointed to administer risk management policies.

(d) Review reports from the independent auditor at least annually relating to the adequacy of the Corporation's risk management practices together with Management's responses.

(e) Discuss with Management at least annually the Corporation's major financial risk exposures and the steps Management has taken to monitor and control such exposures, including the Corporation's risk assessment and risk management policies.

3.4. Oversight of Regulatory Compliance

(a) Establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters, and the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters.

(b) Discuss with Management and the independent auditor at least annually any correspondence with regulators or governmental agencies and any published reports which raise material issues regarding the Corporation's financial statements or accounting.

(c) Meet with the Corporation's regulators, according to applicable law.

(d) Exercise such other powers and perform such other duties and responsibilities as are incidental to the purposes, duties and responsibilities specified herein and as may from time to time be delegated to the Committee by the Board of Directors.

4. Funding for the Independent Auditor and Retention of Other Independent Advisors

The Corporation shall provide for appropriate funding, as determined by the Committee, for payment of compensation to the independent auditor for the purpose of issuing an audit report and to any advisors retained by the Committee. The Committee shall also have the authority to retain and, at Big stack's expense, to set and pay the compensation for such other independent counsel and other advisors as it may from time to time deem necessary or advisable for its purposes. The Committee also has the authority to communicate directly with internal and external auditors.

5. Procedures for Receipt of Complaints and Submissions Relating to Accounting Matters

5.1. The Corporation shall inform employees on the Corporation's intranet, if there is one, or via a newsletter or e-mail that is disseminated to all employees at least annually, of the officer (the "**Complaints Officer**") designated from time to time by the Committee to whom complaints and submissions can be made regarding accounting, internal accounting controls or auditing matters or issues of concern regarding questionable accounting or auditing matters.

5.2. The Complaints Officer shall be informed that any complaints or submissions so received must be kept confidential and that the identity of employees making complaints or submissions shall be kept confidential and shall only be communicated to the Committee or the Chair of the Committee.

5.3. The Complaints Officer shall be informed that he or she must report to the Committee as frequently as such Complaints Officer deems appropriate, but in any event no less frequently than on a quarterly basis prior to the quarterly meeting of the Committee called to approve interim and annual financial statements of the Corporation.

5.4. Upon receipt of a report from the Complaints Officer, the Committee shall discuss the report and take such steps as the Committee may deem appropriate.

5.5. The Complaints Officer shall retain a record of a complaint or submission received for a period of six years following resolution of the complaint or submission.

6. Procedures for Approval of Non-Audit Services

6.1. The Corporation's external auditors shall be prohibited from performing for the Corporation the following categories of non-audit services:

(a) bookkeeping or other services related to the Corporation's accounting records or financial statements;

(b) financial information systems design and implementation;

(c) appraisal or valuation services, fairness opinion or contributions-in-kind reports;

(d) actuarial services;

(e) internal audit outsourcing services;

(f) management functions;

(g) human resources;

(h) broker or dealer, investment adviser or investment banking services;

(i) legal services;

(j) expert services unrelated to the audit; and

(k) any other service that the Canadian Public Accountability Board determines is impermissible.

6.2. In the event that the Corporation wishes to retain the services of the Corporation's external auditors for tax compliance, tax advice or tax planning, the Chief Financial Officer of the Corporation shall consult with the Chair of the Committee, who shall have the authority to approve or disapprove on behalf of the Committee, such non-audit services. All other non-audit services shall be approved or disapproved by the Committee as a whole.

6.3. The Chief Financial Officer of the Corporation shall maintain a record of non-audit services approved by the Chair of the Committee or the Committee for each fiscal year and provide a report to the Committee no less frequently than on a quarterly basis.

7. Reporting

The Chairman will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Committee will annually review and approve the Committee's report for inclusion in the Annual Information Form. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

8. Access to Information and Authority

The Committee will be granted unrestricted access to all information regarding Bigstack that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by members of the Committee.

9. Review of Charter

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

Dated: April 9, 2021

Approved by: Audit Committee

Board of Directors

APPENDIX “B”

STOCK OPTION PLAN, 2022

[*Begins on next page*]

BIGSTACK OPPORTUNITIES I INC.

2022 INCENTIVE STOCK OPTION PLAN

ARTICLE 1
GENERAL

1.1 Purpose

The purpose of this Plan is to advance the interests of Bigstack Opportunities I Inc. (the "**Company**") by (i) providing Eligible Persons with additional performance incentive; (ii) encouraging stock ownership by Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the success of the Company; (iv) encouraging Eligible Persons to remain with the Company or its Affiliates; and (v) attracting new employees, officers, directors and Consultants to the Company or its Affiliates.

1.2 Administration

(a) The Committee will administer this Plan. All references hereinafter to the term "**Board**" will be deemed to be references to the Committee. Notwithstanding the foregoing, if at any time the Committee has not been appointed by the Board, this Plan will be administered by the Board and in such event references herein to the Committee shall be construed to be a reference to the Board.

(b) Subject to the limitations of this Plan, the Board has the authority: (i) to grant Options to purchase Shares to Eligible Persons; (ii) to determine the terms, including the limitations, restrictions and conditions, if any, upon such grants; (iii) to interpret this Plan and to adopt, amend and rescind such administrative guidelines and other rules and Regulations relating to this Plan as it may from time to time deem advisable, subject to required prior approval by any applicable regulatory authority and/or stock exchange; and (iv) to make all other determinations and to take all other actions in connection with the implementation and administration of this Plan as it may deem necessary or advisable. The Board's guidelines, rules, Regulations, interpretations and determinations will be conclusive and binding upon all parties.

1.3 Interpretation

For the purposes of this Plan, the following terms will have the following meanings unless otherwise defined elsewhere in this Plan:

"Act" means the *Securities Act* (Ontario):

"Affiliate" means any corporation that is an affiliate of the Company as defined in the Act;

"Associate", where used to indicate a relationship with any person or company, means: (i) any company of which such person or company beneficially owns, directly or indirectly, voting securities carrying more than 10 per cent of the voting rights attached to all voting securities of the company for the time being outstanding; (ii) any partner of that person or company; (iii) any trust or estate in which such person or company has a substantial beneficial interest or as to which such person or company serves as trustee or in a similar capacity; (iv) any relative of that person who resides in the same home as that person; (v) any person who resides in the same home as that person and to whom that person is married, or any person of the opposite sex or the same sex who resides in the same home as that person and with whom that person

is living in a conjugal relationship outside marriage; or (vi) any relative of a person mentioned in clause (v) who has the same home as that person;

"Blackout Period" means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of confidential information pertaining to the Company;

"Board" means the Board of Directors of the Company;

"Change of Control" means the occurrence of any one or more of the following events:

(i) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Company or any of its Affiliates and another corporation or other entity, as a result of which the holders of Shares immediately prior to the completion of the transaction hold less than 50% of the outstanding shares of the successor corporation after completion of the transaction;

(ii) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Company and/or any of its Subsidiaries which have an aggregate book value greater than 30% of the book value of the assets, rights and properties of the Company and its Subsidiaries on a consolidated basis to any other person or entity, other than a disposition to a wholly-owned subsidiary of the Company in the course of a reorganization of the assets of the Company and its subsidiaries;

(iii) a resolution is adopted to wind-up, dissolve or liquidate the Company;

(iv) any person, entity or group of persons or entities acting jointly or in concert (an **"Acquiror"**) acquires or acquires control (including, without limitation, the right to vote or direct the voting) of Voting Securities of the Company which, when added to the Voting Securities owned of record or beneficially by the Acquiror or which the Acquiror has the right to vote or in respect of which the Acquiror has the right to direct the voting, would entitle the Acquiror and/or associates and/or affiliates of the Acquiror (as such terms are defined in the Act) to cast or to direct the casting of 20% or more of the votes attached to all of the Company's outstanding Voting Securities which may be cast to elect directors of the Company or the successor corporation (regardless of whether a meeting has been called to elect directors);

(v) as a result of or in connection with: (A) a contested election of directors, or; (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Company or any of its affiliates and another corporation or other entity, the nominees named in the most recent management information circular of the Company for election to the Board shall not constitute a majority of the Board; or

(vi) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent.

"Committee" means the Company's Compensation Committee, duly appointed by the Board from time to time;

"Company" means Bigstack Opportunities I Inc.;

"Consultants" means individuals, including advisors, other than employees and officers and directors of the Company or of any Subsidiary, that are engaged to provide consulting, technical, management or other services to the Company or to any Subsidiary for an initial, renewable or extended period of twelve months or more under a written contract between the Company or any Subsidiary and the individual or a company of which the individual consultant is an employee or shareholder or a partnership of which the individual consultant is an employee or partner;

"**CPC**" means Capital Pool Company, as that term is defined in Policy 2.4 *Capital Pool Companies* of the Exchange;

"Eligible Charitable Organizations" means: (a) any Charitable Organization or Public Foundation which is a Registered Charity, but is not a Private Foundation, or (b) a Registered National Arts Service Organization, as such terms are defined in the *Income Tax Act* (Canada), as amended from time to time.

"Eligible Person" means a Director, Officer, Employee, Management Company Employee, Consultant or Eligible Charitable Organization as those terms are defined in Policy 4.4 – *Security Based Compensation* of the TSX Venture Exchange;

"Exchange" means the stock exchange on which the Shares are listed, if any, including either the TSX Venture Exchange or the Toronto Stock Exchange, as applicable;

"Holding Company" means a holding company wholly-owned and controlled by a an Eligible Person;

"Insider" means an insider as defined in the Act;

"**Investor Relations Activities**" has the meaning ascribed thereto in Policy 1.1 – *Interpretation* of the Exchange;

"Merger and Acquisition Transaction" means:

(i) any merger,

(ii) any acquisition,

(iii) any amalgamation,

(iv) any offer for Shares of the Company which if successful would entitle the offeror to acquire more than 50% of the voting securities of the Company,

(v) any arrangement or other scheme of reorganization, or

(vi) any consolidation, that results in a Change of Control;

"Option" means a right granted to a Participant to purchase Shares pursuant to the terms of this Plan;

"Participant" means an Eligible Person to whom or to whose RRSP or to whose Holding Company an Option has been granted;

"Plan" means the Company's 2022 Incentive Stock Option Plan, as same may be amended from time to time;

"Regulations" means the regulations made pursuant to this Plan, as same may be amended from time to time;

"Retirement" in respect of a Participant means the Participant ceasing to be an employee, officer, director or Consultant of the Company or any Subsidiary after attaining a stipulated age in accordance with the Company's normal retirement policy or earlier with the Company's consent;

"Retirement Date" means the date that a Participant ceases to be an employee, officer, director or Consultant of the Company or any Subsidiary due to the Retirement of the Participant;

"RRSP" means a registered retirement savings plan;

"Shares" means the common shares in the capital of the Company;

"Subsidiary" means a corporation which is a subsidiary of the Company as defined under the *Securities Act* (Ontario);

"Termination" means: (i) in the case of an employee, the termination of the employment of the employee with or without cause by the Company or any Subsidiary or cessation of employment of the employee with the Company or any Subsidiary as a result of resignation or otherwise other than the Retirement of the employee; (ii) in the case of an officer or director, the removal of or failure to re-elect or re-appoint the individual as an officer or director of the Company or any Subsidiary (other than through the Retirement of an officer); and (iii) in the case of a Consultant, the termination of the services of a Consultant by the Company or any Subsidiary (other than through the Retirement of a Consultant);

"Termination Date" means the date on which a Participant ceases to be an Eligible Person due to the Termination of the Participant;

"Transfer" includes any sale, exchange, assignment, gift, bequest, disposition, mortgage, charge, pledge, encumbrance, grant of security interest or other arrangement by which possession, legal title or beneficial ownership passes from one person to another, or to the same person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing; and

"Voting Securities" means Shares and/or any other securities (other than debt securities) that carry a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine.

This Plan is to be governed by and interpreted in accordance with the laws of the Province of Ontario.

1.4 Shares Reserved under the Share Option Plan

(a) The aggregate maximum number of Shares available for issuance from treasury under this Plan and all of the Company's other security based compensation arrangements at any given time is 10% of the Company's issued and outstanding Shares as at the date of grant of an Option under the Plan, subject to Section 1.4(e) to adjustment or increase of such number pursuant to Section 3.2. Any Shares subject to an Option which has been granted under the Plan and which have been cancelled, repurchased, expired or terminated in accordance with the terms of the Plan without having been exercised will again be available under the Plan.

(b) The aggregate number of Shares reserved for issuance pursuant to Options granted to Insiders at any given time, or within a twelve-month period, shall not exceed 10% of the total number of Shares then outstanding, unless disinterested shareholder approval is obtained. The aggregate number of Shares reserved for issuance pursuant to Options granted to any one person or entity within any twelve-month period shall not exceed 5% of the total number of Shares then outstanding unless disinterested shareholder approval is obtained.

(c) The aggregate number of Options granted to any one Consultant in any twelve-month period must not exceed 2% of the issued and outstanding Shares, calculated at the date the Option was granted.

(d) The aggregate number of Shares reserved for issuance pursuant to Options granted to persons who are employed in Investor Relations Activities (as that term is defined in Policy 1.1 – *Interpretation* of the TSX Venture Exchange) during any twelve-month period shall not exceed 2% of the total number of shares then outstanding, provided that no Options shall be granted to persons who are employed in Investor Relations Activities while the Company remains a Capital Pool Company (as that term is defined by the policies of the TSX Venture Exchange).

(e) The aggregate number of Options granted to Eligible Charitable Organizations must not exceed 1% of the issued and outstanding Shares, calculated at the date the Option was granted. As per s 4.5(c) of Policy 4.4 – *Security Based Compensation* of the TSX Venture Exchange, Options granted to Eligible Charitable Organizations will not be included within the limits prescribed by Section 1.4(a).

(f) For purposes of this Section 1.4, the number of Shares then outstanding shall mean the number of Shares outstanding on a non-diluted basis immediately prior to the proposed grant of the applicable Option.

ARTICLE 2
OPTION GRANTS AND TERMS OF OPTIONS

2.1 Grants

Subject to this Plan, the Board will have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set out in this Plan, applicable to the exercise of an Option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Shares acquired upon exercise of an Option may be forfeited. An Eligible Person, an Eligible Person's RRSP and an Eligible Person's Holding Company may receive Options on more than one occasion under this Plan and may receive separate Options on any one occasion.

2.2 Exercise of Options

(a) Options granted can be exercisable for a maximum of 10 years from the date of grant or such lesser period as determined by the Board at the time of such grant, subject to Section 2.2(b).

(b) Where the expiry date for an Option occurs during a Blackout Period, the expiry date for such Option shall be extended to the date that is 10 business days following the end of such Blackout Period.

(c) The Board may determine when any Option will become exercisable and may determine that the Option will be exercisable immediately upon the date of grant, or in instalments or pursuant to a vesting schedule, in accordance with the rules of the Exchange. Notwithstanding the foregoing, unless the Board determines otherwise, and subject to the other provisions of this Plan, Options issued pursuant to this Plan are subject to a vesting schedule as follows:

(i) $^1/_3$ upon the first anniversary of grant;

(ii) $^1/_3$ upon the second anniversary of grant; and

(iii) $^1/_3$ upon the third anniversary of grant.

(d) Notwithstanding s 2.2(c), any Options granted to persons who are employed in Investor Relations Activities (as that term is defined in Policy 1.1 – *Interpretation* of the TSX Venture Exchange) shall vest in stages over a period of not less than twelve months, such that:

(i) no more than ¼ of the Options vest no sooner than three months after the Options were granted;

(ii) no more than ¼ of the Options vest no sooner than six months after the Options were granted;

(iii) no more than ¼ of the Options vest no sooner than nine months after the Options were granted;

(iv) the remainder of the Options vest no sooner than 12 months after the Options were granted.

(e) Disinterested shareholder approval must be obtained for any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Option holder is an Insider (as such term is defined by the Exchange) of the Company.

(f) No fractional Shares may be issued and the Board may determine the manner in which fractional Share value will be treated.

(g) A minimum of 100 Shares must be purchased by a Participant upon exercise of Options at any one time, except where the remainder of Shares available for purchase pursuant to Options granted to such Participant totals less than 100.

(h) The date on which an Option will be deemed to have been granted under this Plan will be the date on which the Committee authorizes the grant of such Option or such other future date as may be specified by the Committee at the time of such authorization.

(i) Options granted to Eligible Charitable Organizations can be exercisable until the date that is the earlier of: (i) a maximum of 10 years from the date of grant or such lesser period as

determined by the Board at the time of such grant; and (ii) the 90th day following the date that the holder ceases to be an Eligible Charitable Organization.

(j) In addition to any resale restriction under securities laws, an Option may be subject to a four-month Exchange Hold Period (as that term is defined in Policy 1.1 – *Interpretation* of the TSX Venture Exchange), commencing on the date the Option is granted.

2.3 Option Price and Date

The Board will establish the exercise price of an Option at the time each Option is granted provided that such price shall not be less than:

(a) If the Shares are listed on the TSX Venture Exchange, the Market Price (as such term is defined in TSX Venture Exchange Policy 1.1) of the Shares; or

(b) If the Shares are listed on the Toronto Stock Exchange, the volume weighted average trading price (calculated in accordance with the rules and policies of the Toronto Stock Exchange) of the Shares, or another stock exchange where the majority of the trading volume and value of the Shares occurs, for the five trading days immediately preceding the day the option is granted; or

(c) If the Shares are not listed on either the TSX Venture Exchange or the Toronto Stock Exchange, the applicable minimum price in accordance with the rules of the stock exchange on which the Shares are listed at the time of the grant; or

(d) If the Shares are not listed on any stock exchange, the minimum exercise price as determined by the Board.

2.4 Grant to Participant's RRSP or Holding Company

Upon written notice from an Eligible Person, any Option that might otherwise be granted to that Eligible Person, will be granted, in whole or in part, to an RRSP or a Holding Company established by and for the sole benefit of the Eligible Person.

2.5 Termination, Retirement or Death

(a) In the event of the Termination with cause of a Participant, each Option held by the Participant, the Participant's RRSP or the Participant's Holding Company will cease to be exercisable on the earlier of the expiry of its term and the Termination Date, or such longer or shorter period as determined by the Board. In the event of the Termination or Retirement of a Participant, each Option held by the Participant, the Participant's RRSP or the Participant's Holding Company will cease to be exercisable within a period of 90 days after the Termination Date or Retirement Date, as the case may be, or such longer or shorter period as determined by the Board. For greater certainty, such determination of a longer or shorter period may be made at any time subsequent to the date of grant of the Options, provided that no Option shall remain outstanding for any period which exceeds the earlier of: (i) the expiry date of such Option; and (ii) 12 months following the Termination Date or Retirement Date, as the case may be, of the Participants. The Board may delegate authority to the Chief Executive Officer of the Company to make any determination with respect to the expiry or termination date of Options held by any departing Participant, other than a departing non-management director or the Chief Executive Officer. If any portion

of an Option has not vested on the Termination Date or Retirement Date, as the case may be, the Participant, the Participant's RRSP or the Participant's Holding Company may not, after the Termination Date or Retirement Date, as the case may be, exercise such portion of the Option which has not vested, provided that the Board may determine at any time, including for greater certainty at any time subsequent to the date of grant of the Options, that such portion of the Option vests automatically or pursuant to a vesting schedule determined by the Board. The Board may delegate authority to the Chief Executive Officer to make any determination with respect to vesting of Options or any portion thereof held by any departing Participant, other than a departing non-management director or the Chief Executive Officer. Without limitation, and for greater certainty only, this subsection (a) will apply regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest. Notwithstanding the foregoing, the vesting of any Option held by a Participant engaged in Investor Relations Activities (as that term is defined in Policy 1.1 – *Interpretation* of the TSX Venture Exchange) may not be accelerated without prior Exchange approval.

(b) If a Participant dies, the legal representatives of the Participant may exercise the Options held by the Participant, the Participant's RRSP and the Participant's Holding Company within a period after the date of the Participant's death as determined by the Board, and for greater certainty such determination may be made at any time subsequent to the date of grant of the Options, provided that no Option shall remain outstanding for any period which exceeds the earlier of (i) the expiry date of such Option; and (ii) 12 months following the date of death of the Participant, but only to the extent the Options were by their terms exercisable on the date of death. The Board may determine at any time, including for greater certainty at any time subsequent to the date of grant of the Options, that such portion of the Option vests automatically or pursuant to a vesting schedule determined by the Board. The Board may delegate authority to the Chief Executive Officer to make any determination with respect to the expiry or termination date of Options or vesting of Options or any portion thereof held by any deceased Participant, other than a departing non-management director or the Chief Executive Officer. If the legal representative of a Participant who has died exercises the Option of the Participant or the Participant's RRSP or the Participant's Holding Company in accordance with the terms of this Plan, the Company will have no obligation to issue the Shares until evidence satisfactory to the Company has been provided by the legal representative that the legal representative is entitled to act on behalf of the Participant, the Participant's RRSP or the Participant's Holding Company to purchase the Shares under this Plan. Notwithstanding the foregoing, the vesting of any Option held by a Participant enggaged in Investor Relations Activities may not be accelerated without prior Exchange approval.

2.6 Option Agreements

Each Option must be confirmed, and will be governed, by an agreement in a form (which may, but need not be, in the form of Schedule "A" hereto) determined by the Board and signed by the Company and the Participant or an RRSP of which the Participant is an annuitant or the Participant's Holding Company.

2.7 Payment of Option Price

The exercise price of each Share purchased under an Option must be paid in full by bank draft or certified cheque at the time of exercise, and upon receipt of payment in full, but subject to the terms of this Plan, the number of Shares in respect of which the Option is exercised will be duly issued as fully paid and non-assessable. Share certificates representing the number of Shares in respect of which the Option has been exercised will be issued only upon payment in full of the relevant exercise price to the Company.

2.8 Acceleration of Vesting

In the event of a Change of Control, all Options outstanding shall be immediately exercisable, notwithstanding any determination of the Board pursuant to Section 2.2 hereof, if applicable. Notwithstanding the vesting schedule for an Option that is specified in an agreement granting an Option or in this Plan, the Committee shall have the right with respect to any one or more Participants in this Plan to accelerate the time at which an option may be exercised, provided that in no case may the vesting of any Option held by a Participant engaged in Investor Relations Activities be accelerated without prior Exchange approval.

2.9 Merger and Acquisition

In the event of a Merger and Acquisition Transaction or proposed Merger and Acquisition Transaction:

(a) subject to Section 2.8, the Committee may, in a fair and equitable manner, determine the manner in which all unexercised option rights granted under this Plan will be treated including, without limitation, requiring the acceleration of the time for the exercise of such rights by the Participants, the time for the fulfillment of any conditions or restrictions on such exercise, and the time for the expiry of such rights;

(b) the Committee or any company which is or would be the successor to the Company or which may issue securities in exchange for Shares upon the Merger and Acquisition Transaction becoming effective may offer any Participant the opportunity to obtain a new or replacement option over any securities into which the Shares are changed or are convertible or exchangeable, on a basis proportionate to the number of Shares under Option and the Exercise Price (and otherwise substantially upon the terms of the Option being replaced, or upon terms no less favorable to the Participant) including, without limitation, the periods during which the Option may be exercised and expiry dates; and in such event, the Participant shall, if he accepts such offer, be deemed to have released his Option over the Shares and such Option shall be deemed to have lapsed and be cancelled; or

(c) the Committee may exchange for or into any other security or any other property or cash, any Option that has not been exercised, upon giving to the Participant to whom such Option has been granted at least 30 days written notice of its intention to exchange such Option, and during such notice period, the Option, to the extent it has not been exercised, may be exercised by the Participant without regard to any vesting conditions attached thereto, and on the expiry of such notice period, the unexercised portion of the Option shall lapse and be cancelled.

Subsections (a), (b) and (c) of this Section 2.9 are subject to the receipt of prior Exchange approval. Subsections (a), (b) and (c) are intended to be permissive and may be utilized independently of, successively with, or in combination with each other and Section 2.8, and nothing therein contained shall be construed

as limiting or affecting the ability of the Committee to deal with Options in any other manner. All determinations by the Committee under this Section 2.9 will be final, binding and conclusive for all purposes, provided that it has received prior Exchange approval.

2.10 Amendment of Option Terms

Subject to the prior approval of any applicable regulatory authorities and/or stock exchange (as required) and the consent of the Participant affected thereby, the Board may amend or modify any outstanding Option in any manner to the extent that the Board would have had the authority to initially grant the Option as so modified or amended, including without limitation, to change the date or dates as of which, or the price at which, an Option becomes exercisable, provided however, that the consent of the Participant shall not be required where the rights of the Participant are not adversely affected.

ARTICLE 3
MISCELLANEOUS

3.1 Prohibition on Transfer of Options

Options are non-assignable and non-transferable.

3.2 Capital Adjustments

If there is any change in the outstanding Shares by reason of a stock dividend or split, recapitalization, consolidation, combination or exchange of shares, or other fundamental or similar corporate change, the Board will make, subject to any prior approval required of relevant stock exchanges or other applicable regulatory authorities, if any, an appropriate substitution or adjustment in (i) the exercise price of any unexercised Options under this Plan; (ii) the number or kind of shares or other securities reserved for issuance pursuant to this Plan; and (iii) the number and kind of shares subject to unexercised Options theretofore granted under this Plan; provided, however, that no substitution or adjustment will obligate the Company to issue or sell fractional shares. In the event of the reorganization of the Company or the amalgamation or consolidation of the Company with another corporation, the Board may make such provision for the protection of the rights of Eligible Persons, Participants, their RRSPs and their Holding Companies as the Board in its discretion deems appropriate. The determination of the Board, as to any adjustment or as to there being no need for adjustment, will be final and binding on all parties.

The grant of an Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

3.3 Non-Exclusivity

Nothing contained herein will prevent the Board from adopting other or additional compensation arrangements for the benefit of any Eligible Person or Participant, subject to any required regulatory or shareholder approval.

3.4 Renegotiation of Options

Subject to the prior consent of the Exchange, an Option, to the extent that it has not been exercised, may be renegotiated in accordance with the rules and policies of the Exchange.

3.5 Amendment and Termination

Subject to the requisite shareholder and regulatory approvals set forth under subparagraphs 3.5(a) and (b) below, the Board may from time to time amend or revise the terms of the Plan or may discontinue the Plan at any time provided however that no such amendment or revision may, without the consent of the Optionee, in any manner adversely affect his rights under any Option theretofore granted under the Plan.

(a) The Board may, subject to receipt of requisite shareholder and regulatory approval, make the following amendments to the Plan:

(i) any amendment to the number of securities issuable under the Plan, including an increase to a fixed maximum number of securities or a change from a fixed maximum number of securities to a fixed maximum percentage. A change to a fixed maximum percentage that is greater than 10% of the Company's issued and outstanding shares which was previously approved by shareholders will require additional shareholder approval;

(ii) any change to the definition of the eligible participants;

(iii) the addition of any form of financial assistance;

(iv) any amendment to a financial assistance provision which is more favourable to participants;

(v) the addition of a deferred or restricted share unit or any other provision which results in participants receiving securities while no cash consideration is received by the Company;

(vi) a discontinuance of the Plan; and

(vii) any other amendments that may lead to significant or unreasonable dilution in the Company's outstanding securities or may provide additional benefits to eligible participants, especially insiders of the Company, at the expense of the Company and its existing shareholders.

(b) The Board may, subject to receipt of requisite regulatory approval, where required, in its sole discretion make all other amendments to the Plan that are not of the type contemplated in subparagraph 3.5(a) above including, without limitation:

(i) amendments of a "housekeeping" or clerical nature;

(ii) a change to the vesting provisions of a security or the Plan;

(iii) amendments to reflect any requirements of any regulatory authorities to which the Company is subject, including the Exchange;

(iv) a change to the termination provisions of a security or the Plan which does not entail an extension beyond the original expiry date;

(v) a change in the exercise price of Options, provided that at least six months have elapsed since the later of the date of commencement of the term of the Option, the date the Shares commenced trading on the Exchange or the date the exercise price of the Option was last amended, and provided that disinterested shareholder approval is obtained for any reduction in the exercise price if the Option holder is an Insider (as such term is defined by the Exchange) of the Company at the time of such proposed reduction;

(vi) amendments to Sections 2.8 and 2.9 and the definitions of Change of Control and Merger and Acquisition Transaction; and

(vii) amendments to reflect changes to applicable laws or regulations.

(c) Notwithstanding the provisions of subparagraph 3.5(b), the Company shall additionally obtain requisite shareholder approval in respect of amendments to the Plan that are contemplated pursuant to section subparagraph 3.5(b), to the extent such approval is required by any applicable laws or regulations.

3.6 No Rights as Shareholder

Nothing herein or otherwise shall be construed so as to confer on any Participant any rights as a shareholder of the Company with respect to any Shares reserved for the purpose of any Option.

3.7 Employment

In the case of employees, nothing contained in this Plan shall confer upon any Participant any right with respect to employment or continuance of employment with the Company or any of its subsidiaries, or interfere in any way with the right of the Company or any of its subsidiaries to terminate the Participant's employment at any time. Participation in this Plan by a Participant is voluntary.

3.8 Securities Regulation and Tax Withholding

(a) Where necessary to effect exemption from registration of the Shares under securities laws applicable to the securities of the Company, a Participant shall be required, upon the acquisition of any Shares pursuant to the Plan, to acquire the Shares with investment intent (i.e. for investment purposes) and not with a view to their distribution, and to present to the Committee an undertaking to that effect in a form acceptable to the Committee. The Committee may take such other action or require such other action or agreement by such Participant as may from time to time be necessary to comply with applicable securities laws. This provision shall in no way obligate the Company to undertake the registration of any Options or the Shares under any securities laws applicable to the securities of the Company.

(b) The Committee and the Company may take all such measures as they deem appropriate to ensure that the Company's obligations under the withholding provisions under income tax laws applicable to the Company and other provisions of applicable laws are satisfied with respect to the issuance of Shares or the grant or exercise of Options under this Plan.

(c) Issuance, transfer or delivery of certificates for Shares purchased pursuant to this Plan may be delayed, at the discretion of the Compensation Committee, until the Committee is satisfied that the applicable requirements of securities and income tax laws have been met.

3.9 No Representation or Warranty:

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of this Plan.

3.10 Compliance with Legislation

The Board may postpone or adjust any exercise of any Option or the issue of any Shares pursuant to this Plan as the Board in its discretion may deem necessary in order to permit the Company to effect or maintain registration of this Plan or the Shares issuable pursuant thereto under the securities laws of any applicable jurisdiction, or to determine that the Shares and this Plan are exempt from such registration. The Company is not obligated by any provision of this Plan or any grant hereunder to sell or issue Shares in violation of any applicable law. In addition, if the Shares are listed on a stock exchange, the Company will have no obligation to issue any Shares pursuant to this Plan unless the Shares have been duly listed, upon official notice of issuance, on a stock exchange on which the Shares are listed for trading.

3.11 Bona Fide

The Company hereby represents that any Participants to whom Options are granted hereunder are bona fide Employees, Consultants, or Management Company Employees (as those terms are defined in Policy 4.4 – *Security Based Compensation* of the TSX Venture Exchange), as applicable.

3.12 Effective Date and Term of the Plan

This Plan shall be effective on [•], 2022, subject to shareholder approval and ratification by ordinary resolution at the Company's next annual meeting of shareholders.

As a "rolling up to 10%" Plan (as that term is defined in Policy 4.4 – *Security Based Compensation* of the TSX Venture Exchange), the Board will present this Plan for TSX Venture Exchange and shareholder approval on an annual basis. Failure to obtain any one of such approvals will suspend, but not terminate, the granting of further Options under the Plan until the requisite approvals are obtained.

3.13 Execution and Delivery

Signatures to this Plan transmitted by facsimile transmission, by electronic mail in portable document format (PDF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

ARTICLE 4
PROVISIONS APPLICABLE TO A CAPITAL POOL COMPANY

4.1 General Terms Applicable to Capital Pool Companies

As long as the Company is considered a Capital Pool Company, as that term is defined in Policy 2.4 *Capital Pool Companies* of the Exchange (a "**CPC**"), the following provisions will apply under this Plan:

(a) Options awarded while the Company is a CPC ("**CPC Stock Options**") may only be granted to:

(i) a director or senior officer of the Company;

(ii) where permitted by applicable securities laws, a technical consultant whose particular industry expertise in relation to the business of a Vendor(s) or a Target Company, as the case may be, is required to evaluate a proposed Qualifying Transaction (as those terms are defined in Policy 2.4 *Capital Pool Companies* of the Exchange);

(iii) a Company, all of whose securities are owned by such a director, senior officer or technical consultant mentioned in Part (i) or (ii); or

(iv) to an Eligible Charitable Organization, as that term is defined in Policy 4.4 – *Incentive Stock Options* of the Exchange*;*

(b) the number of Common Shares reserved under option for issuance to any individual director or senior officer may not exceed 5% of the Common Shares of the Company outstanding as at the date of grant of any CPC Stock Option;

(c) the number of Common Shares reserved under option for issuance to all technical consultants may not exceed 2% of the Common Shares of the Company outstanding as at the date of grant of any CPC Stock Option;

(d) the exercise price per Common Share of any CPC Stock Option granted by the Company prior to the closing of an initial public offering of the Company cannot be less than the lowest price at which Seed Shares (as that term is defined in Policy 1.1 *Interpretation* of the Exchange) were issued by the CPC;

(e) no CPC Stock Option may be granted by the Company unless the optionee first enters into an escrow agreement under which the optionee agrees to deposit the CPC Stock Option, and the Common Shares acquired pursuant to the exercise of such CPC Stock Option, into escrow as described in Part 11 of Policy 2.4 *Capital Pool Companies*.

(f) the term of a CPC Stock Option must expire not later than 12 months after the optionee ceases to be a director, senior officer or technical consultant of the Company or of the Resulting Issuer (as that term is defined in Policy 2.4 *Capital Pool Companies)*, as the case may be, subject to any earlier expiry date of such CPC Stock Option.

* * * * *

SCHEDULE "A"

BIGSTACK OPPORTUNITIES I INC.

2022 INCENTIVE STOCK OPTION PLAN - FORM OF AGREEMENT

OPTION AGREEMENT

This Option Agreement is entered into between Bigstack Opportunities I Inc. (the "**Company**") and the Optionee named below pursuant to the Bigstack Opportunities I Inc. 2022 Incentive Stock Option Plan (the "**Plan**"). This Agreement witnesses that in consideration of the covenants and agreements herein contained and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as set forth and confirms that:

on

_____ (the "**Grant Date**");

_____ (the "**Optionholder**");

was granted _____ options (the "**Options**") to purchase _____ Common Shares (the "**Optioned Shares**") of the Company, exercisable **[NTD: May insert vesting period such as: to <*>% on the Grant Date and <*>% on each of the [<*>, <*> and <*> anniversary dates of the Date of Grant]** on a cumulative basis;

at a price (the "**Exercise Price**") of $_____ per Optioned Share; and

for a term expiring at 5:00 p.m., Toronto time, on _____ (the "**Expiry Date**");

All on the terms set out in, and in accordance with, the Plan. By signing this Option Agreement, the Optionholder acknowledges that he or she has read and understands the Plan and accepts the Options in accordance with the terms and conditions of the Plan. All capitalized terms not defined herein have the meaning assigned to them in the Plan.

IN WITNESS WHEREOF the Company and the Optionee have executed this Option Agreement as of _____, 20<*>.

By: _____
<*>

_____
Name of Optionholder

_____
Signature of Optionholder

BIGSTACK OPPORTUNITIES I INC.

2022 INCENTIVE STOCK OPTION PLAN - FORM OF NOTICE OF EXERCISE

NOTICE OF EXERCISE

TO: **BIGSTACK OPPORTUNITIES I INC.**
18 King Street East, Suite 902
Toronto ON M5C 1C4

Attention: Eric Szustak, President and CEO

Reference is made to the Option Agreement made as of _____ 20<*>, between Bigstack Opportunities I Inc. (the "**Company**") and the Optionholder named below. The Optionholder hereby exercises the Option to purchase Shares of the Company as follows:

Number of Optioned Shares for which Options are being exercised:	<*>
Exercise Price per Optioned Share:	$<*>
Total Exercise Price (in the form of a cheque which need not be a certified cheque or bank draft tendered with this Notice of exercise):	$<*>
Name of Optionholder as it is to appear on share certificate	<*>
Address of Optionholder as it is to appear on the register of Shares of the Company [and to which a certificate representing the Shares being purchased is to be delivered]:	

_____ _____
Dated Name of Optionholder

_____
Signature of Optionholder