

The Cornerstone Replacement Option Plan

Terms of Replacement Options

1. Purpose

The purpose of this stock option plan (the “**Plan**”) is to govern the terms and conditions of options that were granted over common shares of Cornerstone Capital Resources Inc. (“**Cornerstone**” and “**Cornerstone Options**” respectively) and that were exchanged for options over ordinary shares of SolGold plc (“**Replacement Options**”) pursuant to the court-approved plan of arrangement (the “**Plan of Arrangement**”) between SolGold plc (the “**Corporation**”) and Cornerstone.

2. Administration

Subject to the provisions of the Plan of Arrangement, the Plan shall be administered by the Board of Directors (the “**Board**”) of the Corporation.

Subject to the provisions of the Plan and the Plan of Arrangement, the Board shall be authorized to interpret the Plan and the grants made under the Plan, to establish, amend and rescind any rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. The Board may correct any defect, supply any omission and reconcile any inconsistency in the Plan or in any Replacement Option in the manner and to the extent it shall be deemed desirable to carry it into effect. The determinations of the Board in the administration of the Plan, as described herein, shall be final and conclusive. When used in the context of the Plan, the Board shall be deemed to include the remuneration committee of the Board of Directors of the Corporation acting on behalf of the Board (or such other delegate(s) as the Board may authorise from time to time).

3. Eligibility

Any individual who received Replacement Options pursuant to the Plan of Arrangement is referred to as a “**Participant**” for the purposes of the Plan.

4. Replacement Options

Except as hereinafter provided, each Replacement Option shall be subject to the following terms and conditions:

(a) Price

- (i) Subject to the terms of the Plan of Arrangement, the exercise price per Ordinary Share of each Replacement Option shall be an amount (denominated in Canadian dollars) equal to the quotient of (X) the exercise price per Cornerstone Share under the exchanged Cornerstone Options immediately prior to the Effective Time (as defined in the Plan of

Arrangement) divided by (Y) the Exchange Ratio (as defined in the Plan of Arrangement).

- (ii) In accordance with the Plan of Arrangement, the exercise price per Ordinary Share of each Replacement Option shall be increased to the extent necessary so that the In-The-Money Amount (as defined in the Plan of Arrangement) of the Replacement Option immediately after the exchange does not exceed the In-The-Money Amount (as defined in the Plan of Arrangement) of the Cornerstone Option for which it was exchanged, immediately before the exchange.

(b) Terms of Replacement Options

- (i) The term during which, and the date or dates when, each Replacement Option may be exercised shall be the same as for the Cornerstone Option for which it was exchanged, but in no event shall a Replacement Option be exercisable in whole or in part more than five years from the date of grant of the Cornerstone Option for which it was exchanged unless it expires during a trading blackout period in which event the period during which a Replacement Option can be exercised shall be extended for a period of 10 trading days after the expiry of such blackout period. The vesting period to which each Replacement Option is subject shall be the same as the Cornerstone Option for which it was exchanged. For certainty, any Replacement Option granted in exchange for an unvested Cornerstone Option pursuant to the Plan of Arrangement shall continue to be subject to the vesting schedule in respect of such Cornerstone Option. Except as otherwise provided for herein or pursuant to the Plan of Arrangement, all rights to purchase Ordinary Shares pursuant to a Replacement Option shall, unless sooner exercised or terminated, expire at the same expiry date as was applicable to the Cornerstone Option for which it was exchanged or upon the fifth anniversary of the date of grant of the Cornerstone Option for which it was exchanged, whichever is sooner.
- (ii) All Replacement Options which remain unexercised upon expiry shall be cancelled for no consideration.
- (iii) The Ordinary Shares subject to a Replacement Option may be purchased in whole or in part at any time after vesting of the Replacement Option. The Board may, in its sole discretion, accelerate the time at which any Replacement Option may be exercised in whole or in part.

5. Exercise of Replacement Option

To exercise a Replacement Option, the Participant shall give written notice to the Corporation in form satisfactory to the Board, together with full payment of the exercise price. Payment shall be made in either cash or certified cheque payable to the Corporation.

6. Evidence of Grant

In accordance with the provisions of the Plan of Arrangement, each Replacement Option shall be evidenced and be deemed to be evidenced by any document evidencing the Cornerstone Option for which it was exchanged pending delivery by the Corporation to the Participant of a certificate, agreement, document or other instrument evidencing such Replacement Option.

7. Transferability or Assignability of Grants

No grant of Replacement Options under the Plan shall be transferable or assignable by a Participant, otherwise than by will or other testamentary instrument or the laws of descent and distribution, during the lifetime of the Participant and such grants may be exercised only by him or by his guardian or legal representative.

8. Adjustment of and Changes in Shares of the Corporation

In the event of a reorganization, recapitalization, change of shares, share split, spin-off, stock dividends, reclassification, subdivision or combination of shares, merger, arrangement, consolidation, rights offering, or any other changes in the corporate structure or shares of the Corporation, the Board shall make such adjustments as it deems appropriate in the number and kind of shares authorized by the Plan, in the number and kind of shares covered by grants made under the Plan and in the purchase prices of outstanding Replacement Options.

9. Notice of Sale of All or Substantially All Shares or Assets

The Corporation shall use its reasonable efforts to give Participants 21 days written notice of the effective date of an offer or proposal or otherwise as soon as practicable if at any time a Replacement Option is granted subject to vesting requirements and remains unexercised or a Replacement Option remains unexercised with respect to any portion thereof and, other than in connection with the transactions contemplated in the Plan of Arrangement:

- (a) a general offer (or scheme of arrangement) to purchase all of the issued Ordinary Shares is made by (or with) a third party; or
- (b) the Corporation proposes to sell all or substantially all of its assets and undertaking or to merge, amalgamate or be absorbed by or into any other company (save and except for a subsidiary or subsidiaries of the Corporation) under any circumstances which involve or may involve or require the liquidation

of the Corporation, a distribution of its assets among its shareholders or the termination of its corporate existence,

regardless of whether or not a vesting requirement is otherwise in place at such time, the Replacement Option may be exercised, as to all or any of the Ordinary Shares in respect of which such Replacement Option has not previously been exercised, by the Participant at any time up to and including (but not after) a date that is 30 days immediately following the date of the completion of such sale or prior to the close of business on the expiry date or (in the case of a merger, amalgamation or similar transaction) effective date of such transaction, whichever is the earlier, and the Corporation may require the acceleration of the time for the exercise of the Replacement Option and of the time for the fulfillment of any conditions or restrictions on such exercise. For certainty, the provisions set out in this Section 9 shall not apply in connection with the transactions contemplated in the Plan of Arrangement.

Notwithstanding any other provision of this Plan, where this Section 9 applies the Corporation may determine that all Options shall (to the extent Vested but not exercised) be cancelled in return for a cash cancellation payment equal to the amount of consideration payable per Ordinary Share in connection with the event giving rise to the application of this Section 9 (the "Relevant Event") less the amount of the Exercise Price. The Company shall pay to the Participant, or procure the payment to them of, that sum in cash on, or on such other date as the Board may determine following, completion of the Relevant Event. Any payment made following any such determination shall be made subject to appropriate deductions in respect of any income tax and/or employee social security contributions (or other applicable taxes) which the Corporation or any of its subsidiaries is required to account for to any relevant tax authority.

10. No Further Rights

Neither the Participant nor his personal representative shall be, or have any of the rights and privileges of, a shareholder of the Corporation in respect of any Ordinary Shares purchasable upon the exercise of any Replacement Option in whole or in part, unless and until such Replacement Option has been duly exercised. Nothing in the Plan or in any Replacement Option granted under the Plan shall give any Participant or any other person or any legal or equitable right against the Corporation other than as set out in the Plan and pursuant to the exercise of any Replacement Option.

11. Compliance with Laws

The obligations of the Corporation to issue or transfer Ordinary Shares and deliver share certificates under the Plan are subject to compliance by the Corporation and the Participants, as the Corporation deems necessary or advisable, with all applicable UK, Canadian or overseas corporate and securities laws, rules and regulations including without limitation the UK Listing Rules and the City Code on Takeovers and Mergers, the rules and policies of the Toronto Stock Exchange, and the Corporation's policies and procedures applicable from time to time including its securities trading policy.

12. Gender

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

13. Amendment and Termination

The Plan, subject to the provisions of the Plan of Arrangement, may be amended by the Board as it shall deem advisable to conform to any change in the law or regulation applicable thereto. The Board may, in its discretion, terminate, or fix a date for the termination of, the Plan. No such termination shall affect any grants theretofore made which have neither expired nor been terminated.