GLOBAL CROSSING AIRLINES GROUP INC.
(formerly CANADA JETLINES LTD.)
(the "Company")

FORM 51-102F6V
STATEMENT OF EXECUTIVE COMPENSATION
(For the Year Ended December 31, 2020)

GENERAL

The following information, dated as of June 21, 2021, is provided as required under Form 51-102F6V for Venture Issuers (the **"Form"**), as such term is defined in National Instrument 51-102.

For the purposes of this Form, a "**Named Executive Officer**", or "**NEO**", means each of the following individuals:

(a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer ("**CEO**"), including an individual performing functions similar to a CEO;

(b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer ("**CFO**"), including an individual performing functions similar to a CFO;

(c) 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, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year;

(d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year.

DIRECTOR AND NEO COMPENSATION

Director and NEO Compensation, Excluding Options and Compensation Securities

The following table of compensation, excluding options and compensation securities, provides a summary of the compensation paid by the Company to each NEO and director of the Company for the two most recently completed financial years ended December 31, 2020 and 2019. Options and compensation securities are disclosed under the heading "Stock Options and Other Compensation Securities and Instruments" of this Form.

Table of Compensation excluding Compensation Securities

Name and position	Year[2]	Salary, consulting fee, retainer or commission ($)[2],[14]	Bonus ($)[2]	Committee or meeting fees ($)[2]	Value of perquisites ($)[2]	Value of all other compensation ($)[2]	Total compensation ($)[2]
Carlo Valente[3] Former CFO	2020 2019	18,115 91,583	Nil Nil	Nil Nil	Nil Nil	Nil Nil	18,115 91,583
Edward Wegel[4] CEO and Director	2020 2019	229,176 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	229,176 Nil
Ryan Goepel[5] CFO and Director	2020 2019	151,162 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	151,162 Nil
Deborah Robinson[6] Director	2020 2019	15,278 15,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	15,278 15,000
Réjean Bourque[7] Former Director	2020 2019	Nil 15,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 15,000
Jason Grant[8] Former Director	2020 2019	Nil 19,482	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 19,482
Saad Hammad[9] Former Director	2020 2019	Nil 19,482	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 19,482
Tony Lefebvre[10] Former Director	2020 2019	Nil 19,482	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 19,482
Alan Bird[11] Director	2020 2019	15,278 41,992	Nil Nil	Nil Nil	Nil Nil	Nil Nil	15,278 41,992
Zygimantas Surintas[12] Director	2020 2019	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Joseph DaGrosa, Jr.[13] Director	2020 2019	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil

NOTES:

(1) Financial years ended December 31.

(2) All amounts shown in the above table are in Canadian currency. Amounts paid to non-Canadian NEOs and directors by Company are paid in USD and have been converted to Canadian currency in the table using a rate for 2020 of US$1.00 being equal to $1.2732 based on the average exchange rate posted by the Bank of Canada on December 31, 2020; and using a rate for 2019 of US$1.00 being equal to $1.2988 based on the average exchange rate posted by the Bank of Canada on December 31, 2019.

(3) Mr. Valente was appointed CFO of the Company on February 28, 2017. He is also an employee of King & Bay West Management Corp. ("King & Bay West"). The amount set out for Mr. Valente under the heading "Salary, consulting fee, retainer or commission" is the amount paid by King & Bay West directly to Mr. Valente during the applicable period based on the estimated time Mr. Valente spent providing services to the Company. Mr. Valente resigned as CFO on June 23, 2020.

(4) Mr. Wegel was appointed CEO and a director on June 23, 2020. Mr. Wegel receives his compensation through a wholly-owned subsidiary of the Company at a monthly rate of USD $15,000. No formal employment or consulting agreement

was in place with Mr. Wegel for the years ended December 31, 2020 or 2019.

(5) Mr. Goepel was appointed CFO and director of the Company on June 23, 2020. Mr. Goepel receives his compensation through a wholly-owned subsidiary of the Company at a monthly rate of USD $9,000. No formal employment or consulting agreement was in place with Mr. Goepel for the year ended December 31, 2020 or 2019.

(6) Ms. Robinson was appointed as a director of the Company on February 28, 2017.

(7) Mr. Bourque was appointed as a director of the Company on February 28, 2017 and was appointed Co-Chair on December 12, 2019. Mr. Bourque resigned as a director on June 23, 2020.

(8) Mr. Grant was appointed as a director of the Company on May 9, 2017 and was appointed Co-Chair on December 12, 2019. Mr. Grant resigned as a director on June 23, 2020.

(9) Mr. Hammad was appointed as a director of the Company on July 1, 2017 and resigned as a director on March 18, 2020.

(10) Mr. Lefebvre was appointed as a director of the Company on February 5, 2018 and resigned as a director on June 23, 2020.

(11) Mr. Bird was appointed as director of the Company on November 13, 2018. Mr. Bird also served as a Special Advisor to the CEO and received consulting fees of $22,510 in 2019 in connection with his services.

(12) Mr. Surintas was appointed as a director on January 20, 2019 and resigned as a director on October 25, 2019. Mr. Surintas was re-appointed a director on June 29, 2020.

(13) Mr. DaGrosa was appointed as a director on June 23, 2020.

Stock Options and Other Compensation Securities and Instruments

The following table of compensation securities provides a summary of all compensation securities granted or issued under the Security-Based Compensation Plans by the Company to each NEO and director of the Company for the financial year ended December 31, 2020, for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries:

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Edward Wegel, CEO and Director	Options[1]	322,000 options 322,000 common shares 1.1%	2020-06-23	0.34[4]	0.50	0.87	2025-06-23
	RSUs[2]	25,000 RSUs 25,000 common shares <1%	2020-10-28	N/A	0.88	0.87	N/A

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Ryan Goepel, CFO and Director	Options(1)	215,000 options 215,000 common shares <1%%	2020-06-23	0.34(4)	0.50	0.87	2025-06-23
	RSUs(2)	75,000 RSUs 75,000 common shares <1%%	2020-10-28	N/A	0.88	0.87	N/A
		75,000 RSUs 75,000 common shares <1%%	2020-12-14	N/A	0.88	0.87	N/A
Deborah Robinson, Director	Options(1)	50,000 options 50,000 common shares <1%%	2020-06-23	0.34(4)	0.50	0.87	2025-06-23
	RSUs(2)	15,000 RSUs 15,000 common shares <1%%	2020-10-28	N/A	0.88	0.87	N/A
	RSUs(3)	45,000 RSUs 45,000 common shares <1%%	2020-06-22	N/A	0.50	0.87	N/A
Rejean Bourque, Former Director	RSUs(3)	45,000 RSUs 45,000 common shares <1%%	2020-06-22	N/A	0.50	0.87	N/A
Jason Grant, Former Director	RSUs(3)	61,000 RSUs 61,000 common shares <1%%	2020-06-22	N/A	0.50	0.87	N/A

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Tony Lefebvre, Former Director	RSUs(3)	61,000 RSUs 61,000 common shares <1%%	2020-06-22	N/A	0.50	0.87	N/A
Alan Bird, Director	Options(1)	50,000 options 50,000 common shares <1%%	2020-06-23	0.34(4)	0.50	0.87	2025-06-23
	RSUs(2)	15,000 RSUs 15,000 common shares <1%%	2020-10-28	N/A	0.88	0.87	N/A
	RSUs(3)	69,000 RSUs 69,000 common shares <1%%	2020-06-22	N/A	0.50	0.87	N/A
Joseph DaGrosa, Jr., Director	Options(1)	50,000 options 50,000 common shares <1%%	2020-06-23	0.34(4)	0.50	0.87	2025-06-23
	RSUs(2)	15,000 RSUs 15,000 common shares <1%%	2020-10-28	N/A	0.88	0.87	N/A
Zygimantas Surintas Director	RSUs(2)	15,000 RSUs 15,000 common shares <1%%	2020-10-28	N/A	0.88	0.87	N/A

NOTES:

(1) Options vest over a period of two years such that one-third of the options became available for exercise on the date of grant and one-third of the options become available for exercise on each of the first and second anniversaries of the date of grant.

(2) These RSUs vest over a period of three years with 50% vesting each of the second and third anniversaries of the date of grant. No exercise price is payable on the vesting of RSUs.

(3) These RSUs vested on June 23, 2020. No exercise price is payable on the vesting of RSUs.

(4) The options were granted at an exercise price of US$0.25. The US$0.25 has been converted to Canadian Dollars using a rate of US$1.00 being equal to $1.35116 based on the average exchange rate posted by the Bank of Canada on the date of grant, being June 23, 2020.

The following table provides a summary of each exercise of compensation securities by each NEO and director of the Company for the financial year ended December 31, 2020:

Exercise of Compensation Securities							
Name and position	**Type of compensation security**	**Number of underlying securities exercised**	**Exercise price per security ($)**	**Date of exercise [(1)]**	**Closing price per security on date of exercise ($)**	**Difference between exercise price and closing price on date of exercise ($)**	**Total value on exercise date ($)**
Deborah Robinson, Director	RSUs	45,000	0.00[(1)]	2020-06-23	0.50	0.50	22,500
Réjean Bourque, Former Director	RSUs	45,000	0.00[(1)]	2020-06-23	0.50	0.50	22,500
Jason Grant, Former Director	RSUs	61,000	0.00[(1)]	2020-06-23	0.50	0.50	30,500
Tony Lefebvre, Former Director	RSUs	61,000	0.00[(1)]	2020-06-23	0.50	0.50	30,500
Saad Hammad, Former Director	RSUs	61,000	0.00[(1)]	2020-06-23	0.50	0.50	30,500
Alan Bird, Director	RSUs	69,000	0.00[(1)]	2020-06-23	0.50	0.50	34,500

NOTES:
(1) No exercise price is payable on the vesting of RSUs.

Security-Based Compensation Plans

The Company currently has an Amended Stock Option Plan (the "**Amended Option Plan**"), a Restricted Share Unit ("RSU") Plan (the "**Amended RSU Plan**"), and a Performance Share Unit ("PSU") (the "**Amended PSU Plan**"), (collectively, the "**Security-Based Compensation Plans**"). Descriptions of the Company's Security-Based Compensation Plans are set out below.

The Security-Based Compensation Plans are fixed plans. The number of Common Shares reserved for issuance at any time pursuant to the Amended Option Plan, together with the Company's the Amended RSU Plan and the Amended PSU Plan, may not exceed a fixed number of 5,460,000 Common Shares.

Amended Stock Amended Option Plan

The Amended Option Plan is a fixed plan, reserving for issuance 5,460,000 common shares.

Eligibility

- Options may be granted to directors, officers, employees, management company employees of, or consultants to, the Company or its related entities, or their permitted assigns (each an "**Eligible Person**").

Limitations

- The maximum aggregate number of Common Shares issuable to insiders at any time pursuant to the Amended Option Plan, together with the Company's the Amended RSU Plan and the Amended PSU Plan, may not exceed a fixed number of 5,460,000 Common Shares (approximately twenty per cent (20%) of the Company's issued and outstanding Common Shares, as of the date of this Information Circular).
- The aggregate number Common Shares issuable to any one Eligible Person who is a Consultant (as defined in the Amended Option Plan) shall not, within a one-year period, exceed two percent (2%) of the number of Common Shares outstanding immediately prior to the grant of any such option.
- The aggregate number of Common Shares issuable to all Eligible Persons retained in Investor Relations Activities shall not, within a one-year period, exceed two percent (2%) of the number of Common Shares outstanding immediately prior to the grant of any such option.

Exercise Price

- The Board of Directors has the authority under the Amended Option Plan to determine the exercise price of Options at the time they are granted, but such price shall not be less than the closing price of the Common Shares on the TSXV on the last trading day preceding the date on which the grant of the option is approved by the Board of Directors.

Vesting

- Options shall vest and be subject to the terms and conditions of the Amended Option Plan and such other terms and conditions as determined in the sole discretion of the Board at the time of grant.
- The Board of Directors may, in its sole discretion, shorten the vesting period of any Options or waive any conditions applicable to such Options.
- In the event of a Change in Control (as defined in the Amended Option Plan), if the surviving corporation fails to continue or assume the obligations with respect to each Option or fails to provide for the conversion or replacement of each Option with an equivalent award, then all Options that have not otherwise previously been cancelled shall immediately vest on the date on which a Change in Control occurs.

Expiry

- The maximum term of Options is ten (10) years from the day they are granted. However, as permitted by the TSXV, the Amended Option Plan has been amended to include an automatic extension of the expiry date associated with any Option that expires during a trading blackout period imposed by the Company in accordance with insider trading policies. Under the Amended Option Plan, if an option expires within a blackout period, the expiry date will be automatically extended to ten (10) business days following the date on which the blackout period is lifted.

Termination

- All Options granted under the Amended Option Plan are not assignable or transferable other than by will or the laws of dissent and distribution. Other than Eligible Persons engaged in Investor Relations Activities, if an optionee ceases to be an Eligible Person for any reason whatsoever other than termination for cause or death, each fully vested option held by such optionee will cease to be exercisable ninety (90) days following the termination date (being the date on which such optionee ceases to be an Eligible Person), provided that in no event shall such right extend beyond the expiry date of such options. If an optionee dies, the legal representative of the optionee may exercise the optionee's options within one year after the date of the optionee's death but only up to and including the original option expiry date.

- In the case of an optionee who is an Eligible Person engaged in Investor Relations Activities, each fully vested option held by such optionee will cease to be exercisable within thirty (30) days from the date such optionee ceases to provide Investor Relations Activities, provided that in no event shall such right extend beyond the expiry date of such options. In the case of an optionee who is an Eligible Person who is terminated for cause, any option held by such optionee shall expire immediately.

Assignability and Transferability

- All options granted under the Amended Option Plan are not assignable or transferable other than by will or the laws of dissent and distribution.

Amendments to the Amended Option Plan

- The Board of Directors may amend the Amended Option Plan without the approval of Shareholders provided however, that the Shareholders approval must be obtained to effect any of the following modifications to the Amended Option Plan:

  (i) an increase in the benefits under the Amended Option Plan;

  (ii) an increase in the aggregate number of Common Shares which may be issued under the Security-Based Compensation Arrangements (including the change from a fixed percentage of Common Shares to a fixed number of Common Shares);

  (iii) modifications to the requirements as to the eligibility for participation in the Plan;

  (iv) modifications to the limitations on the number of options that may be granted to any one person or category of persons under the Amended Option Plan;

  (v) modifications to the method for determining the exercise price of options granted under the Plan;

  (vi) an increase in the maximum option period; or

  (vii) modifications to the expiry and termination provisions applicable to options granted under the Amended Option Plan.

- Examples of amendments to the Amended Option Plan which could be made without the approval of Shareholders include the following:

  (i) amendments ensuring continuing compliance with applicable laws, regulations, requirements, rules or policies of any governmental authority or any stock exchange;

  (ii) amendments of a “housekeeping” nature, which include amendments to eliminate any ambiguity or correct or supplement any provision contained in the Amended Option Plan which may be incorrect or incompatible with any other provision thereof;

(iii) a change in the process by which an optionee who wishes to exercise his or her Option may do so, including the required form of payment of the Common Shares being acquired, the form of exercise notice and the place where such payments and must notices must be delivered; and

(iv) change the vesting provisions of the Amended Option Plan or any Option, including to provide for accelerated vesting.

Amended RSU Plan

Eligibility

- RSUs may be granted to a person who is a director, officer, employee, management company employees of, or consultants to, the Company or its related entities, or their permitted assigns (each, a "**Participant**").

Limitations

- The maximum aggregate number of Common Shares issuable to Participants at any time pursuant to the Amended RSU Plan, together with all other Security-Based Compensation Plans of the Company, may not exceed a fixed number of 5,460,000 Common Shares (approximately twenty percent (20%) of the Company's Outstanding Common Shares as of the date of this Information Circular).

Fair Market Value

- At any particular date, the market value of a Voting Share at that date will be the closing price of the Common Shares on the principal stock exchange where the Common Shares are listed for the trading day immediately preceding such date; provided that if the Common Shares are no longer listed on any stock exchange, then the fair market value will be the fair market value of the Common Shares as determined by the Board.

Vesting

- RSUs shall vest and be subject to the terms and conditions of the Amended RSU Plan and such other terms and conditions, in each case, as determined in the sole discretion of the Board at the time of grant.
- The Board of Directors may, in its sole discretion, (i) shorten the vesting period of any RSUs or waive any conditions applicable to such RSUs and (ii) determine on the grant date of RSUs that such RSUs may not be satisfied by the issuance of Common Shares and such RSUs must be satisfied by cash payment only.
- In the event of a Change in Control (as defined in the Amended RSU Plan), if the surviving corporation fails to continue or assume the obligations with respect to each RSU or fails to provide for the conversion or replacement of each RSU with an equivalent award, then all RSUs credited to a Participant's account that have not otherwise previously been cancelled shall immediately vest on the date on which a Change in Control occurs.
- If vesting occurs during a period when a blackout on trading has been imposed, or within ten business days following the end of a blackout, the redemption date of such vested units shall be extended to a date which is the earlier of (i) ten (10) business days following the end of such blackout and (ii) the expiry date, provided that in order to avoid a salary deferral arrangement, in

the case of a Participant that is a Canadian taxpayer, any redemption that is effected during a blackout period will be redeemed for cash

Termination

- Subject to the terms of any agreement between a Participant and the Company, or unless otherwise determined by the Board of Directors, upon termination of a Participant, all RSUs credited to the Participant's account which have not yet vested shall be cancelled and no further payments shall be made under the Amended RSU Plan in relation to such RSUs and the Participant shall have no further rights, title or interest with respect to such RSUs.

Assignability and Transferability

- RSUs are not assignable or transferable and payments with respect to vested RSUs may only be made to the Participant, other than in the case of the death of the Participant.

Amendments to the Amended RSU Plan

- The Amended RSU Plan provides that the Board may amend the Amended RSU Plan without the approval of Shareholders, provided however, that the Shareholders must approve any amendment to the Amended RSU Plan which:

  (i) increases the fixed number of Common Shares issuable pursuant to the Amended RSU Plan (in combination with all of the Company's other Share-Based Compensation Plans);

  (ii) amends the definition of "Participant" so as to broaden the categories of persons eligible to receive RSUs;

  (iii) amends the provisions of the Amended RSU Plan with respect to the assignability and transferability of units; or

  (iv) amends the provisions of the RSU plan so as to increase the ability of the Board of Directors to amend or modify the Amended RSU Plan.

- Examples of amendments to the Amended RSU Plan which could be made without the approval of Shareholders include the following:

  (i) amendments ensuring continuing compliance with applicable laws, regulations, requirements, rules or policies of any governmental authority or any stock exchange;

  (ii) amendments of a "housekeeping" nature, which include amendments to eliminate any ambiguity or correct or supplement any provision contained in the Amended RSU Plan which may be incorrect or incompatible with any other provision thereof;

  (iii) amendments, modification or termination of any outstanding RSU, including, but not limited to, substituting another award of the same or of a different type; and

  (iv) changing the vesting provisions of the Amended RSU Plan or any RSU, including to provide for accelerated vesting.

Amended PSU Plan

Eligibility

- PSUs may be granted to a person who is an officer, employee or consultant of the Company or of a related entity of the Corporation (each, a "**Participant**").

Limitations

- The maximum aggregate number of Common Shares issuable to Participants at any time pursuant to the Amended PSU Plan, together with all other Security-Based Compensation Plans of the Company, may not exceed a fixed number of 5,460,000 Common Shares (approximately twenty percent (20%) of the Company's Outstanding Common Shares as of the date of this Information Circular).

Fair Market Value

- At any particular date, the market value of a Voting Share at that date will be the closing price of the Common Shares on the principal stock exchange where the Common Shares are listed for the trading day immediately preceding such date; provided that if the Common Shares are no longer listed on any stock exchange, then the fair market value will be the fair market value of the Common Shares as determined by the Board.

Vesting

- PSUs shall vest and be subject to the terms and conditions of the Amended PSU Plan and applicable target milestones, including performance and/or time targets, and such other terms, in each case, as determined in the sole discretion of the Board at the time of grant.
- The Board of Directors may, in its sole discretion, (i) alter the applicable target milestones for vesting of any PSUs or waive any other conditions applicable to such PSUs and (ii) determine on the grant date of PSUs that such PSUs may not be satisfied by the issuance of Common Shares and such PSUs must be satisfied by cash payment only.
- In the event of a Change in Control (as defined in the Amended PSU Plan), if the surviving corporation fails to continue or assume the obligations with respect to each PSU or fails to provide for the conversion or replacement of each PSU with an equivalent award, then all PSUs credited to a Participant's account that have not otherwise previously been cancelled shall immediately vest on the date on which a Change in Control occurs.
- If vesting occurs during a period when a blackout on trading has been imposed, or within ten business days following the end of a blackout, the redemption date of such vested units shall be extended to a date which is the earlier of (i) ten (10) business days following the end of such blackout and (ii) the expiry date, provided that in order to avoid a salary deferral arrangement, in the case of a Participant that is a Canadian taxpayer, any redemption that is effected during a blackout period will be redeemed for cash

Termination

- Subject to the terms of any agreement between a Participant and the Company, or unless otherwise determined by the Board of Directors, upon termination of a Participant, all PSUs credited to the Participant's account which have not yet vested shall be cancelled and no further payments shall be made under the Amended PSU Plan in relation to such PSUs and the Participant shall have no further rights, title or interest with respect to such PSUs.

Assignability and Transferability

- PSUs are not assignable or transferable and payments with respect to vested PSUs may only be made to the Participant, other than in the case of the death of the Participant.

Amendments to the Amended PSU Plan

- The Amended PSU Plan provides that the Board may amend the Amended PSU Plan without the approval of Shareholders, provided however, that the Shareholders must approve any amendment to the Amended PSU Plan which:

  (i) increases the fixed number of Common Shares issuable pursuant to the Amended PSU Plan (in combination with all of the Company's other Share-Based Compensation Plans);

  (ii) amends the definition of "Participant" so as to broaden the categories of persons eligible to receive PSUs;

  (iii) amends the provisions of the Amended PSU Plan with respect to the assignability and transferability of units; or

  (iv) amends the provisions of the PSU plan so as to increase the ability of the Board of Directors to amend or modify the Amended PSU Plan.

- Examples of amendments to the Amended PSU Plan which could be made without the approval of Shareholders include the following:

  (i) amendments ensuring continuing compliance with applicable laws, regulations, requirements, rules or policies of any governmental authority or any stock exchange;

  (ii) amendments of a "housekeeping" nature, which include amendments to eliminate any ambiguity or correct or supplement any provision contained in the Amended PSU Plan which may be incorrect or incompatible with any other provision thereof;

  (iii) amendments, modification or termination of any outstanding PSU, including, but not limited to, substituting another award of the same or of a different type; and

  (iv) changing the target milestone and vesting provisions of the Amended PSU Plan or any PSU.

As of December 31, 2020, there were 1,387,000 Common Shares reserved for the exercise of outstanding stock options, 685,000 Common Shares reserved for issuance for vesting of outstanding RSUs and no Common Shares reserved for issuance with respect to outstanding PSUs.

Employment, Consulting and Management Agreements

The material terms of the employment, consulting and management agreements of the Company are described under the heading "Director and NEO Compensation, Excluding Options and Compensation Securities".

Termination and Change of Control Benefits

During the year ended December 31, 2020, the Company had not entered into consulting or employment agreements with any of its NEOs.

Edward Wegel

During the year ended December 31, 2020, Mr. Wegel did not have a direct agreement with the Company. As a result, there were no amounts payable to Mr. Wegel in connection with his termination whether it occurs with or without cause or as a result of a Change of Control.

Ryan Goepel

During the year ended December 31, 2020, Mr. Goepel did not have a direct agreement with the Company. As a result, there were no amounts payable to Mr. Goepel in connection with his termination whether it occurs with or without cause or as a result of a Change of Control.

Carlo Valente

Mr. Valente was an employee of King & Bay West and did not have a direct agreement with Company. As a result, there were no amounts payable to Mr. Valente in connection with his termination whether it occurs without cause or as a result of a Change of Control. Mr. Valente resigned as CFO on June 23, 2020.

Oversight and Description of Director and NEO Compensation

The Company has the Compensation Committee that is responsible for determining all forms of compensation to be granted to the Named Executive Officers and the directors, and for reviewing the CEO's recommendations respecting compensation of the other officers of the Company. The Company's NEOs are compensated through employment agreements, consulting agreements and or management services arrangements. The Compensation Committee does not have a pre-determined compensation plan and does not engage in benchmarking practices.

Compensation for the NEOs is composed of three components: base salary, performance bonuses and stock options. Performance bonuses are considered from time to time. The Compensation Committee does not rely on any formula, or objective criteria and analysis to determine an exact amount of compensation to pay. The establishment of base salary, award of stock options and performance bonuses is based on subjective criteria including individual performance, level of responsibility, length of service and available market data. The target is for the total compensation package granted to the NEOs to be approximately in the middle range of other comparably sized exploration and development stage companies, however there is no fixed formula, or pre-determined set of peer companies that is used for this determination.

Base compensation is determined following a review of comparable compensation packages for that position, together with an assessment of the responsibility and experience required for the position to ensure that it reflects the contribution expected from each NEO. Information regarding comparable salaries and overall compensation is derived from the knowledge and experience of the CCGN Committee, which takes into consideration a variety of factors. These factors include overall financial and operating performance of the Company and the Board's overall assessment of each NEO's individual performance and contribution towards meeting corporate objectives, levels of responsibility and length of service. Each of these factors is evaluated on a subjective basis.

Base Salary

In the Board's view, paying base compensation that is competitive in the markets in which the Company operates is a first step to attracting and retaining talented, qualified and effective executives. The Board considers each NEO's responsibilities based on subjective factors and made appropriate base salary increases or decreases.

On February 28, 2017, Carlo Valente was appointed Chief Financial Officer of the Company. Mr. Valente does not receive compensation directly from the Company. He is an employee of King & Bay West. Mr. Valente resigned as CFO on June 23, 2020.

Bonus Payments

The compensation committee does not currently prescribe a set of formal objective measures to determine discretionary bonus entitlements. Rather, the compensation committee uses informal goals typical for early stage companies such as strategic acquisitions, operations and development, equity and debt financings and other transactions and developments that serve to increase the Company's valuation. Precise goals or milestones are not pre-set by the compensation committee. During the year ended December 31, 2020, the Company did not pay any discretionary cash bonuses to its NEOs.

Long-Term Incentives

The Company believes that granting incentive compensation stock, including stock options, RSUs and PSUS, to key personnel encourages retention and more closely aligns the interests of executive management with the intent of shareholders. The inclusion of incentive compensation stock in compensation packages allows the Company to compensate employees while not drawing on limited cash resources. Further, the Company believes that the incentive compensation stock component serves to further align the interests of management with the interests of the Company's Shareholders. The amount of incentive compensation stock to be granted is based on the relative contribution and involvement of the individual in question, as well as taking into consideration previous grants. There are no other specific quantitative or qualitative measures associated with incentive compensation stock grants and no specific weights are assigned to any criteria individually, rather, the performance of the Company is broadly considered as a whole when determining the number of incentive stock-based compensation (if any) to be granted and the Company does not focus on any particular performance metric. During the financial year ended December 31, 2020, the Company granted am aggregate of 537,000 Options and an aggregate 175,000 RSUs to its NEOs. No PSUs were granted during the year ended December 31, 2020.

Hedging Restrictions

The Company does not have any policies that restrict a NEO or director from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

Risk Management and Assessment

With respect to the management of risk, the Board takes a conservative approach to executive compensation, rewarding individuals with additional performance-based compensation dependent upon the success of the Company and when such success can be demonstrated. The compensation committee is responsible for reviewing the Company's compensation program to ensure that risks are identified and mitigated to the extent possible. Care is taken in measuring this success, while ensuring it is achieved within normal operating procedures and standards, including those related to the environment, health, safety and sustainable development.

The nature of the business and the competitive environment in which the Company operates requires some level of risk-taking to achieve growth and desired results in the best interest of stakeholders. The

Company's executive compensation program seeks to encourage behaviours directed towards increasing long-term value, while limiting incentives that promote excessive risk taking.

While the Company has not awarded any discretionary bonuses in the past three financial years, there is a risk associated with its approach to discretionary bonuses as there are no pre-defined objectives, target amounts or caps. As a result, there is some incentive for Named Executive Officers to take on unmanageable risk and unsustainable performance over the long term in order to achieve a short term discretionary bonus payout. The Company is aware of this risk and at such time the Company moves to a more advanced stage of development, it is expected that the compensation committee will develop a bonus program with pre-defined objectives and target amounts in order to mitigate these risks.

The Company views incentive compensation stock as a valuable tool for aligning the interest of management and Shareholders in the long-term growth and success of the Company. The Company is aware that incentive compensation stock grants that vest immediately may create an incentive for management to maximize short term gains at the expense of the long-term success of the Company. In order to mitigate this risk, incentive compensation stock grants are generally subject to minimum vesting periods of two years from the date of grant.

Director Compensation

The Company has implemented a quarterly retainer director compensation program whereby directors receive US$6,000 per quarter. Directors who were also NEO's during the fiscal year ended December 31, 2020, being Edward Wegel and Ryan Goepel, did not receive quarterly retainer payments during the year ended December 31, 2020. All directors are eligible to receive incentive compensation stock pursuant to the Company's Security-Based Compensation Plans.

Changes Subsequent to Year-End

Subsequent to the year ended December 31, 2020, the Company has not made any significant changes to its compensation practices.

Pension

The Company does not have any form of pension plan that provides for payments or benefits to the NEO at, following, or in connection with retirement. The Company does not have any form of deferred compensation plan.