NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

AND

MANAGEMENT INFORMATION CIRCULAR

Dated: May 16, 2025

Meeting Details

Date:	July 2, 2025
Time:	10:00 am (Calgary Time)
Place:	Virtually via video conference

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the annual general meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares of **E3 Lithium Ltd.** (the "**Corporation**") will be held at 10:00 a.m. (Calgary Time) on Wednesday, July 2, 2025 virtually via video-conference:

1. To receive the audited financial statements of the Corporation for the financial year ended December 31, 2024, and the auditor's report thereon;
2. To appoint MNP LLP, as the Corporation's auditor for the ensuing year, at a remuneration to be fixed by the Directors;
3. To set the number of Directors for the ensuing year at five (5)
4. To elect Directors to hold office for the ensuing year;
5. To consider and approve an ordinary resolution approving certain amendments to the Omnibus Equity Incentive Plan of the Corporation, as more particularly described in the accompanying management information circular of the Corporation (the "**Circular**"); and
6. To transact such other business as may properly be transacted at the Meeting or at any adjournment thereof.

The details of all matters proposed to be put before Shareholders at the Meeting are set forth in the accompanying Circular. At the Meeting, Shareholders will be asked to approve each of the foregoing items. The Corporation is not aware of any items of business to be brought before the Meeting other than those noted above and further described in the accompanying Circular.

The directors of the Corporation have fixed May 16, 2025 as the record date for the Meeting (the "**Record Date**"). Only Shareholders of record at the close of business on the Record Date are entitled to vote at the Meeting or any adjournment(s) or postponement(s) of the Meeting.

Your vote is important. Management recommends you vote your shares in advance of the Meeting to ensure your vote is properly accounted for. Only registered Shareholders and duly appointed proxyholders will be permitted access to the Meeting.

The Circular accompanying this Notice of Meeting provides additional information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of this Notice of Meeting. Also accompanying this Notice of Meeting is a proxy for registered Shareholders. You may also be provided a voting instruction form by your Intermediary (as defined below) if you are a non-registered Shareholder.

If you are a registered Shareholder, whether or not you expect to attend the Meeting or any postponement or adjournment thereof, **PLEASE SIGN, DATE AND RETURN THE ENCLOSED PROXY PROMPTLY IN THE ENCLOSED ENVELOPE OR VOTE BY PROXY USING THE INTERNET BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ACCOMPANYING PROXY**. Please note that registered Shareholders of the Corporation may vote in person at the Meeting and any postponement(s) or any adjournment(s) of the Meeting even if you have previously returned the proxy.

To be effective, a proxy must be received by Odyssey Trust Company not later than 10:00 am (Calgary time) on June 27, 2025 or in the case of any postponement or adjournment of the Meeting, not less than 48 hours, excluding Saturdays, Sundays and holidays, prior to the time of the postponed or adjourned meeting. **Late proxies may be accepted or rejected by the Chairperson of the Meeting in his or her discretion. The Chairperson is under no obligation to accept or reject any particular late proxy.**

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

If you are a non-registered Shareholder and receive these materials through your broker, institution, participant, trustee or administrator of a retirement savings plan, retirement income fund, education savings plan or other similar savings or investment plan registered under the *Income Tax Act* (Canada) or a nominee of any of the foregoing that holds your securities on your behalf (the “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by the Intermediary. Failure to do so may result in your Common Shares not being eligible to be voted at the Meeting. Note that the deadlines set by your Intermediary for submitting your voting instruction form may be earlier than the dates described above.

Notice And Access

This year the Corporation has elected to use the notice-and-access model set out in National Instrument 51-102 – *Continuous Disclosure Obligations* and National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* (together, the “**Notice-and-Access Provisions**”) for delivery of proxy materials relating to this Meeting. The Notice-and-Access Provisions allow the Corporation to reduce the volume of materials to be physically mailed to shareholders by posting this Notice of Meeting, the accompanying Circular and any additional annual meeting materials (together, the “**Proxy Materials**”) online on the Corporation’s website. Under the Notice-and-Access Provisions, instead of receiving paper copies of the Proxy Materials, registered Shareholders of the Corporation will receive the form of Notice and Access Notification and the form of proxy or voting instruction form relevant for the Meeting. Shareholders may also choose to receive a printed copy of the Proxy Materials by following the procedures set out below. Copies of the Proxy Materials and the Corporation’s audited financial statements for the year ended December 31, 2024 (the “**Financial Statements**”), together with the auditor’s report thereon and the accompanying management’s discussion and analysis, are posted on the Corporation’s website at www.e3lithium.ca and are filed on SEDAR+ under the Corporation’s profile at www.sedarplus.ca.

Any Shareholder who wishes may request paper copies of the Proxy Materials and the Financial Statements be mailed to them, at no cost, by contacting the Corporation:

(i) by mail, at Suite 1520, 300 - 5th Avenue SW, Calgary, AB T2P 3C4,

(ii) by telephone, at +1 (587) 324-2775, or

(iii) by email, at admin@e3lithium.ca.

To allow adequate time to receive and review a paper copy of the Proxy Materials and then to submit your vote by the deadline, Shareholders requesting a paper copy of the Proxy Materials as described above should ensure such request is received by the Corporation at least ten business days prior to Wednesday, July 2 ,2025.

DATED at Calgary, Alberta, this 16th day of May, 2025.

By order of the Board of Directors.

E3 LITHIUM LTD.

/s/ “Chris Doornbos”

Chris Doornbos
CEO and Director

E3 LITHIUM LTD.
Suite 1520, 300 - 5th Avenue SW
Calgary, AB T2P 3C4

INFORMATION CIRCULAR

MANAGEMENT SOLICITATION OF PROXIES

This management information circular (this "**Circular**") is furnished in connection with the solicitation of proxies being made by management of E3 Lithium Ltd. ("**E3 Lithium**" or the "**Corporation**") for use at the Annual General Meeting (the "**Meeting**") of the Corporation's shareholders (the "**Shareholders**") to be held virtually via video-conference on Wednesday, July 2, 2025 at 10:00 am (Calgary Time). While it is expected that the solicitation will be made primarily by mail, proxies may be solicited personally or by telephone by directors, officers and employees of the Corporation. All costs of this solicitation will be borne by the Corporation.

In order to ensure a secure and orderly Meeting experience for all participants, the Corporation requests that Shareholders who wish to participate virtually at the Meeting contact the Corporation by June 27, 2025 at admin@e3lithium.ca to be included in the video conference for the Meeting. The Corporation will arrange for video conference participation for all Shareholders who have requested it by June 27, 2025. However, the Corporation strongly recommends that Shareholders vote by proxy or by a request for voting instructions in advance to ease the voting tabulation at the Meeting by Odyssey Trust Company.

In this Circular, references to the "**Corporation**", "**we**" and "**our**" refer to E3 Lithium Ltd. and "**Common Shares**" means common shares in the capital of the Corporation. "**Beneficial Shareholders**" means Shareholders who do not hold Common Shares in their own name and "**intermediaries**" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders.

SOLICITATION OF PROXIES

The enclosed instrument of proxy (the "**Proxy**") is solicited by the management of the Corporation (the "**Management**"). The solicitation will be primarily by mail; however, proxies may be solicited personally or by telephone by officers, directors and employees of the Corporation. The cost of solicitation will be borne by the Corporation.

APPOINTMENT AND REVOCATION OF PROXIES

The persons named in the Proxy are representatives of the Corporation.

A Shareholder entitled to vote at the Meeting has the right to appoint a person (who need not be a Shareholder) to attend and act on the Shareholder's behalf at the Meeting other than the persons named in the accompanying form of proxy as proxyholders. To exercise this right, a Shareholder must insert the name of the Shareholder's nominee in the blank space provided in the Proxy or complete another suitable form of proxy permitted by law, and in either case send or deliver the completed proxy to Odyssey Trust Company by mail or personal delivery to Odyssey Trust Company, Trader's Bank Building, 702, 67 Yonge Street, Toronto, ON, M5E 1J8, e-mail to proxy@odysseytrust.com, by fax to Odyssey Trust Company, to the attention of the Proxy Department at 1-800-517-4553 (toll free within Canada and the U.S.), or by internet at https://vote.odysseytrust.com/ and following the online voting instructions given to you.

Manner of Voting

A Shareholder whose name appears on the records of the Corporation on the Record Date (as defined below) as a registered holder of Common Shares (a "**Registered Shareholder**") and who elects to complete the enclosed Proxy may indicate the manner in which the persons named in the Proxy (the "**Proxyholders**") are to vote with respect to any matter. The Common Shares represented by the Proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder given in the Proxy (provided such directions are certain) on any ballot that may be called for and, if the Shareholder specifies a choice on the Proxy with respect to any matter to be acted upon, the Common Shares will be voted or withheld from voting accordingly. On any poll, the Proxyholders will vote or withhold from voting the Common Shares in respect of which they are appointed in accordance with the direction, if any, given in the Proxy, provided such directions are certain.

Where no choice has been specified by a Shareholder, and the Management Proxyholders have been appointed, such Common Shares will be voted in favour of the motions proposed to be made at the Meeting as stated under the headings in this Circular.

The Proxy, when properly signed, confers discretionary authority on the Proxyholder with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters which may properly be brought before the Meeting. At the time of printing this Circular, Management is not aware of any such amendments or variations to the matters identified in the Notice of Meeting nor any other matters which may be brought before the Meeting. However, if any other matters which are not now known to Management should properly come before the Meeting, the proxies hereby solicited will be exercised on such matters in accordance with the best judgment of the Proxyholder.

If a registered Shareholder wishes to confer a discretionary authority with respect to any matter, then the space should be left blank.

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, in favour of the motions proposed to be made at the Meeting as stated under the headings in this Circular.

Revocation of Proxy

A Registered Shareholder who has given a Proxy may revoke it at any time before it is exercised at the Meeting or any adjournment or postponement thereof. If a Registered Shareholder who has given a Proxy attends the Meeting in person at which such Proxy is to be voted, such person may revoke the Proxy and vote in person. In addition to revocation in any other manner permitted by law, a Proxy may be revoked by instrument in writing executed by the Registered Shareholder or by his or her attorney authorized in writing, or, if the Shareholder is a corporation, under its common seal or by a duly authorized officer, and deposited with: (i) the Corporation's registrar and transfer agent, Odyssey Trust Company ("**Odyssey**"), Odyssey Trust Company, Trader's Bank Building, 702, 67 Yonge Street, Toronto, ON, M5E 1J8, by mail at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement of it, at which the Proxy is to be used; (ii) the Corporation's registered office at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement of it, at which the Proxy is to be used, (iii) the Chair of the Meeting on the day of the Meeting or any adjournment or postponement of it; or in any other manner permitted by law. Upon due deposit of the written revocation, the Proxy is revoked. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

If you are a Beneficial Shareholder, please contact your intermediary for instructions on how to revoke your voting instructions.

Voting Thresholds Required for Approval

Voting at the Meeting will be by a show of hands or by a verbal poll of those present virtually via video-conference or by other communication facilities, unless a ballot is requested or required by the Chair, a Shareholder or a Proxyholder entitled to vote at the Meeting. Each Shareholder and Proxyholder is entitled to one vote for each Common Share held or represented, respectively.

In order to approve a motion proposed at the Meeting, a majority of not less than one-half of the votes cast will be required (an "**Ordinary Resolution**") unless the motion requires a special resolution, in which case a majority of not less than two-thirds of the votes cast will be required. In the event a motion proposed at the Meeting requires disinterested Shareholder approval, Common Shares held by Shareholders of the Corporation who are also "insiders", as such term is defined under applicable securities laws, will be excluded from the count of votes cast on such motion. An Ordinary Resolution is required to pass the resolutions for the matters scheduled to be acted upon at the Meeting.

ADVICE TO REGISTERED SHAREHOLDERS

Shareholders who are Registered Shareholders on the Record Date may choose to vote by proxy whether or not they are able to attend the Meeting in person. If your name appears on your Common Share certificate, you are a Registered Shareholder. Registered Shareholders electing to submit a proxy may do so as follows:

(i) by e-mail to proxy@odysseytrust.com;

(ii) by mail or personal delivery to Odyssey Trust Company, Trader's Bank Building, 702, 67 Yonge Street, Toronto, O.N. M5E 1J8;

(iii) by fax to Odyssey Trust Company, to the attention of the Proxy Department at 1-800-517-4553 (toll free within Canada and the U.S.); or

(iv) by internet https://vote.odysseytrust.com/ and following the online voting instructions given to you,

in all cases ensuring that the proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or any adjournment or postponement thereof at which the proxy is to be used. The Proxy may be signed by the Shareholder or by his or her attorney in writing, or, if the Registered Shareholder is a corporation, under its common seal or by a duly authorized officer.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold Common Shares in their own name.

Beneficial Shareholders should note that only Proxies deposited by Registered Shareholders (or as set out in the following disclosure) can be recognized and acted upon at the Meeting.

If Common Shares are listed in an account statement provided to a Shareholder by an intermediary, such as a brokerage firm, then, in almost all cases, those Common Shares will not be registered in the Shareholder's name on the records of the Corporation. Such Common Shares will more likely be registered under the name of the Shareholder's intermediary or an agent of that intermediary, and consequently the Shareholder will be a Beneficial Shareholder. In Canada, the vast majority of such Common Shares are registered under the name CDS & Co. (being the registration name for the Canadian Depositary for Securities, which acts as nominee for many Canadian brokerage firms). The Common Shares held by intermediaries or their agents or nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, an intermediary and its agents are prohibited from voting shares for the intermediary's clients. Therefore, Beneficial Shareholders should ensure that instructions respecting the voting of their shares are communicated to the appropriate person. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

Generally, Beneficial Shareholders who have not waived the right to receive proxy-related materials will be given a voting instruction form, which must be completed and signed by the Beneficial Shareholder in accordance with the directions in the voting instruction form. Beneficial Shareholders should follow the instructions of their intermediary carefully in order to ensure that their Common Shares are voted at the Meeting. The proxy supplied by your intermediary will be similar to the Proxy provided to Registered Shareholders by the Corporation; however, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf.

Most brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**"). Broadridge mails a voting instruction form in lieu of a Proxy provided by the Corporation. The voting instruction form will name the same persons as the Corporation's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Shareholder) other than any of the persons designated in the voting instruction form, to represent your Common Shares at the Meeting, and that person may be you.

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purpose of voting Common Shares registered in the name of their intermediary, a Beneficial Shareholder may attend the Meeting as a Proxyholder for a Registered Shareholder and vote their Common Shares in that capacity. Beneficial Shareholders who wish to attend the Meeting and indirectly vote their shares as Proxyholder for a Registered Shareholder should contact their intermediary well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Common Shares as a Proxyholder. In general, to exercise this right, insert your name (or, if you want to nominate someone else, the name of the desired representative) in the blank space provided in the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting and the appointment of any Beneficial Shareholder's representative.

If you receive a voting instruction form from Broadridge, the voting instruction form must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted or to have an alternate representative duly appointed to attend the Meeting and vote your Common Shares at the Meeting.

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities that they own ("**OBOs**" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are ("**NOBOs**" for Non-Objecting Beneficial Owners).

Non-Objecting Beneficial Owners

Pursuant to National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), issuers can obtain a list of their NOBOs from intermediaries for distribution of proxy-related materials directly to NOBOs. This year, the Corporation will not be sending proxy-related materials directly to its NOBOs.

Objecting Beneficial Owners

Beneficial Shareholders who are OBOs should follow the instructions of their intermediary carefully to ensure that their shares are voted at the Meeting. Management of the Corporation does not intend to pay for intermediaries to forward the proxy-related materials, including this Circular, and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* to OBOs under NI 54-101. As a result, OBOs will not receive the proxy related materials, including this Circular, unless the OBOs intermediary assumes the cost of delivery.

NOTICE-AND-ACCESS

The Corporation has elected to use the notice-and-access model set out in National Instrument 51-102 – *Continuous Disclosure Obligations* and National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer* (together, the "**Notice-and-Access Provisions**") for delivery of proxy materials relating to this Meeting. The Notice-and-Access Provisions allow the Corporation to reduce the volume of materials to be physically mailed to Shareholders by posting this Circular and any additional annual meeting materials (together, the "**Proxy Materials**") online on the Corporation's website.

Under the Notice-and-Access Provisions, instead of receiving paper copies of the Notice of Meeting and this Circular, registered Shareholders of the Corporation will receive the form of Notice and Access Notification (the "**Notification**") and the form of proxy (the "**Proxy**") relevant for the Meeting. In the case of the Corporation's non-registered Beneficial Shareholders, they will receive the Notification and a voting instruction form (the "**VIF**"). The Proxy/VIF enables Shareholders to vote by proxy. Before voting, Shareholders are reminded to review this Circular in its entirety. Shareholders may also choose to receive a printed copy of this Circular by following the procedures set out below. Copies of the Proxy Materials and the Corporation's audited financial statements for the year ended December 31, 2024 (the "**Financial Statements**"), together with the auditor's report thereon and the accompanying management's discussion and analysis, are posted on the Corporation's website at www.e3lithium.ca and are filed on SEDAR+ under the Corporation's profile at www.sedarplus.ca.

Any Shareholder who wishes may request a paper copy of this Circular, the Proxy and Financial Statements be mailed to them, at no cost by contacting the Corporation:

(i) by mail, at Suite 1520, 300 - 5th Avenue SW, Calgary, AB T2P 3C4,

(ii) by telephone, at +1 (587) 324-2775, or

(iii) by email, at admin@e3lithium.ca.

To allow adequate time for a Shareholder to receive and review a paper copy of this Circular and then to submit their vote by the deadline, a Shareholder requesting a paper copy of this Circular as described above, should ensure such request is received by the Corporation no later than June 27, 2025 Under the Notice-and-Access Provisions, Proxy Materials must be available for viewing from the date of posting and for one year following the Meeting. Shareholders may request a paper copy of this Circular from the Corporation at any time during this period. The Corporation will not use a procedure known as "stratification" under the Notice-and-Access Provisions. Stratification occurs when the Corporation, while using Notice-and-Access Provisions, also provides a paper copy of this Circular to some of its Shareholders with the notice package. In relation to the Meeting, all Shareholders will receive only the notice package, which must be mailed to them pursuant to Notice-and-Access Provisions, and which will not include a paper copy of this Circular.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

As at May 16, 2025 the Corporation had 75,459,397 shares ("**Common Shares**") issued and outstanding as fully paid and non-assessable Common Shares without par value, with each Common Share carrying the right to one vote. The Corporation has no other class of voting securities and does not have any class of restricted securities.

Any Shareholder of record at the close of business on May 16, 2025 who either personally attends the Meeting or who has completed and delivered a Proxy in the manner specified, subject to the provisions described above, shall be entitled to vote or to have such Shareholder's Common Shares voted at the

Meeting or any adjournment thereof.

Under the Corporation's by-laws, the quorum for the transaction of business at any meeting of Shareholders shall be at least two persons present in person, each being a Shareholder entitled to vote at such meeting or a duly appointed proxy or representative for an absent Shareholder, and representing in the aggregate not less than five percent (5%) of the outstanding Common Shares.

Principal Holders of Voting Securities

To the best of the knowledge of the directors and senior officers of the Corporation, as of the date of this Circular, no person or corporation beneficially owns, or controls or directs, directly or indirectly, 10% or more of the issued and outstanding Common Shares.

ELECTION OF DIRECTORS

Management of the Corporation is seeking shareholder approval of an ordinary resolution fixing the number of directors of the Corporation at five (5) for the ensuing year.

The term of office for each of the present directors expires at the Meeting. **The persons named below will be presented for election at the Meeting as Management's nominees, other than John Pantazopoulos, who will not be seeking re-election at the Meeting.** Management does not contemplate that any of these nominees will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Corporation or until his or her successor is elected or appointed, unless his or her office is earlier vacated in accordance with the Articles or by-laws of the Corporation or the provisions of the *Business Corporations Act* (Alberta).

The following table sets out the names of the persons proposed to be nominated by Management for election as a Director, the province or state and country in which he or she is ordinarily resident, the positions and offices which each presently holds with the Corporation, the period of time for which he or she has been a director of the Corporation, the respective principal occupations or employment during the past five years if such nominee is not presently an elected director and the number of Common Shares which each nominee beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Circular.

Name(1)(2)	**Principal Occupation**(2)	**Director Since**	**Number and Percentage of Common Shares**(2)
Christopher Doornbos Alberta, Canada President, Chief Executive Officer and Director	Professional Geologist and President and Chief Executive Officer of the Company and Revere Development Corp. Former Vice President of Exploration of MinQuest Ltd.	May 30, 2017	1,395,433 1.8%

Name[1][2]	Principal Occupation[2]	Director Since	Number and Percentage of Common Shares[2]
Kevin Stashin[3][4] Alberta, Canada Director	Former President and CEO of NAL Resources Management Limited. Former VP Exploitation and VP Operations of Devon Canada. Chair of the Board of the Petroleum Technology Alliance Canada.	Feb 17, 2021	50,000 0.1%
Alexandra Cattelan[4][5] Chicago, United States Director	Former Chief Operating Officer at Fermata Energy. Former Chief Technology Officer at Brunswick Corporation and Former VP Engineering at Polaris Inc. Board Member at BraunAbility.	Oct 24, 2023	15,000 0.0%
Sonya Savage[4][5] Alberta, Canada Director	Senior Counsel at Borden Ladner Gervais LLP. Former Minister of Energy, Minister of Justice and Solicitor General and Minister of Environment and Protected Areas for the Province of Alberta. Board Member at Reconciliation Energy Transition Inc. and Senior Advisor at Navigator Ltd.	March 5, 2024	Nil 0.0%
Tina Craft[3][5] Houston, Texas Proposed Director	CEO at ROC Americas, Former CCO at Ketjen Corporation, Former CCO at Albemarle Corporation, Former VP Commercial Operations Albemarle Corporation, Former VP Global Sales at Albemarle Corporation, Former Global Business Director at Albemarle Corporation	July 17, 2024	10,000 0.0%

Notes:

(1) For the purposes of disclosing position(s) held in the Corporation, "Corporation" includes the Corporation and any parent or subsidiary thereof.

(2) The information as to province and country of residence, principal occupation and number of Common Shares beneficially owned by the nominees (directly or indirectly or over which control or direction is exercised) is not within the knowledge of the Management and has been furnished by the respective nominees. Percentages based on 75,459,397 Common Shares outstanding as at May 16, 2025.

(3) Member of the Corporation's Audit Committee.

(4) Member of the Corporation's Governance Committee.

(5) Member of the Corporation's Compensation Committee.

John Pantazopoulos is a director of the Corporation as at the date of this Circular and will be retiring from the Board of Directors of the Corporation (the "**Board**"). As such Mr. Pantazopoulos will not be seeking re-election at the Meeting as Mr. Pantazopoulos pursues a professional role in politics and is running to be an independent local Councillor. The Board would like to thank Mr. Pantazopoulos for his contributions and guidance since joining the Board in 2020. The Board will select a Chair to fill his position following the Meeting.

The following table sets out certain information concerning Mr. Pantazopoulos, including the province or state and country in which he is ordinarily resident, the positions and offices which he presently holds with the Corporation, the period of time for which he has been a director of the Corporation, his principal occupations or employment during the past five years and the number of Common Shares which Mr. Pantazopoulos beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Circular.

Name(1)(2)	**Principal Occupation(2)**	**Director Since**	**Number and Percentage of Common Shares(2)**
John Pantazopoulos(3) Alberta, Canada Chair and Director	CEO of Lucky Strike Energy Ltd. Former Chief Financial Officer and Corporate Secretary of the Company. CEO, CFO, and Director of Transition Opportunities Corp. Former CEO and CFO of Next Hydrogen Corporation. Former Vice President ATB Financial. Former Senior Vice President and CFO of Tangle Creek Energy Ltd.	Nov 5, 2020	320,700 0.4%

Notes:

(1) For the purposes of disclosing position(s) held in the Corporation and any parent or subsidiary thereof.

(2) The information as to province and country of residence, principal occupation and number of Common Shares beneficially owned by Mr. Pantazopoulos (directly or indirectly or over which control or direction is exercised) is not within the knowledge of the Management and has been furnished by Mr. Pantazopoulos. Percentages based on 75,459,397 Common Shares outstanding as at May 16, 2025.

(3) Member of the Corporation's Audit Committee.

Corporate Cease Trade Orders or Bankruptcies

To the best of Management's knowledge, no proposed director:

(a) is at the date of this Circular, or has been within the last 10 years, a director, chief executive officer ("**CEO**") or chief financial officer ("**CFO**") of any corporation (including the Corporation) that:

(i) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant corporation access to any exemption under securities legislation, that was issued while the proposed director was acting in the capacity as director, CEO or CFO; or

(ii) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant corporation access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, CEO or CFO and which resulted from an event that occurred while the proposed director was acting in the capacity as director, CEO or CFO of such corporation; or

(c) is, as at the date of this Circular, or has been within 10 years before the date of this Circular, a director or executive officer of any corporation (including the Corporation) 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

(d) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or

(e) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(f) has been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

DIRECTOR AND EXECUTIVE COMPENSATION

The Corporation is a venture issuer and is disclosing its executive compensation in accordance with Form 51-102F6V (*Statement of Executive Compensation – Venture*).

For the purpose of this compensation discussion and analysis, a "**CEO**" or "**CFO**" or "**CDO**" means each individual who served as Chief Executive Officer or Chief Financial Officer or Chief Development Officer, respectively, of the Corporation or acted in a similar capacity during the most recently completed financial year. A "**Named Executive Officer**" or "**NEO**" means each CEO, each CFO, the Corporation's most highly compensated executive officer, other than the CEO and CFO, who was serving as an executive officer at the end of the most recently completed financial year and whose total compensation was more than $150,000, and any additional individuals who would be a Named Executive Officer but for the fact that the individual was not an executive officer of the Corporation, and was not acting in a similar capacity, at the end of the financial year.

For the year ended December 31, 2024, the NEOs of the Corporation were: Christopher Doornbos (President and Chief Executive Officer), Raymond Chow (Chief Financial Officer and Corporate Secretary) and Kevin Carroll (Chief Development Officer).

Director and Named Executive Officer Compensation, excluding Compensation Securities

The following table is a summary of compensation (excluding stock options and other compensation securities) paid, awarded to or earned by the Named Executive Officers and any director who is not a Named Executive Officer for each of the Corporation's two most recently completed years.

Name and Position	Year[(1)]	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or Meeting Fees ($)	Value of All Other Compensation ($)	Total Compensation ($)
Christopher Doornbos[(2)] President, CEO and Director	2024	308,642	-	-	-	308,642
	2023	238,000	40,000	-	-	278,000
Raymond Chow[(3)] CFO and Corporate Secretary	2024	225,483	-	-	-	225,483
	2023	202,062	-	-	-	202,062
Kevin Caroll[(4)] Chief Development Officer (CDO)	2024	245,981	-	-	-	245,981
	2023	149,615	-	-	-	149,615
John Pantazopoulos[(5)] Chair and Director	2024	-	-	22,500	-	22,500
	2023	-	-	20,625	-	20,625

Name and Position	Year(1)	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or Meeting Fees ($)	Value of All Other Compensation ($)	Total Compensation ($)
Kevin Stashin(6) Director	2024	-	-	22,500	-	22,500
	2023	-	-	20,625	-	20,625
Alex Cattelan(7) Director	2024	-	-	20,625	-	20,625
	2023	-	-	3,750	-	3,750
Sonya Savage(8) Director	2024	-	-	11,462	-	11,462
	2023	-	-	-	-	-
Tina Craft(9) Director	2024	-	-	5,625	-	5,625
	2023	-	-	-	-	-
Mike O'Hara(10) Director	2024	-	-	16,875	-	16,875
	2023	-	-	20,625	-	20,625
Peeyush Varshney(11) Director	2024	-	-	-	-	-
	2023	-	-	15,000	-	15,000

Notes:

(1) Financial year ended December 31. The value of perquisites received, if any, by the individuals in the table above was less than $15,000 (if the individual's total salary for the financial year was $150,000 or less) or 10% of the individual's salary for the financial year (if the individual's total salary for the financial year was greater than $150,000).

(2) Chris Doornbos was appointed President, Chief Executive Officer and Director on May 30, 2017. Mr. Doornbos did not receive any compensation for his role as a Director in either of the two most recently completed financial years.

(3) Raymond Chow was appointed Chief Financial Officer on July 1, 2021.

(4) Kevin Carroll was appointed Chief Development Officer on April 17, 2023.

(5) John Pantazopoulos was appointed as a Director on November 5, 2020 and as Chair on January 4, 2022. Mr. Pantazopoulos will not be seeking re-election at the Meeting.

(6) Kevin Stashin was appointed as a Director on February 17, 2021.

(7) Alex Cattelan was appointed as a Director on October 24, 2023.

(8) Sonya Savage was appointed as a Director on March 5, 2024.

(9) Tina Craft was appointed as a Director on July 17, 2024.

(10) Mike O'Hara was appointed as a Director on May 30, 2017 and resigned on July 17, 2024.

(11) Peeyush Varshney was appointed as a Director on May 18, 2017 and resigned on October 23, 2023.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to Named Executive Officers and any director who is not a Named Executive Officer in the most recently completed financial year ended December 31, 2024 for services provided or to be provided, directly or indirectly, to the Corporation or any of its subsidiaries.

Name and Position(s)	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class[1]	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
Christopher Doornbos[2] President, CEO and Director	Option[11]	75,000 (1.11%)	03/11/2024	1.58	1.58	0.93	03/11/2027
	Option[12]	75,000 (1.11%)	03/11/2024	1.58	1.58	0.93	03/11/2028
	Option[12]	300,000 (4.44%)	03/11/2024	1.58	1.58	0.93	03/11/2028
	RSU[15]	300,000 (71.1%)	03/11/2024	-	1.58	0.93	03/11/2027
Raymond Chow[3] CFO and Corporate Secretary	Option[12]	30,000 (0.44%)	03/11/2024	1.58	1.58	0.93	03/11/2028
	Option[14]	50,000 (0.74%)	05/27/2024	1.72	1.72	0.93	05/27/2029
	RSU[16]	10,000 (2.40%)	03/11/2024	-	1.58	0.93	03/11/2027
Kevin Carroll[4] CDO	Option[12]	50,000 (0.74%)	03/11/2024	1.58	1.58	0.93	03/11/2028
	RSU[16]	20,000 (4.70%)	03/11/2024	-	1.58	0.93	03/11/2027
John Pantazopoulos[5] Chair and Director	Option[11]	75,000 (1.11%)	03/11/2024	1.58	1.58	0.93	03/11/2027
	Option[12]	75,000 (1.11%)	03/11/2024	1.58	1.58	0.93	03/11/2028
Kevin Stashin[6] Director	Option[11]	75,000 (1.11%)	03/11/2024	1.58	1.58	0.93	03/11/2027
	Option[12]	75,000 (1.11%)	03/11/2024	1.58	1.58	0.93	03/11/2028
Alex Cattelan[7] Director	-	-	-	-	-	-	-
Sonya Savage[8] Director	Option[11]	100,000 (1.48%)	03/05/2024	1.70	1.70	0.93	03/05/2027
	Option[12]	100,000 (1.48%)	03/05/2024	1.70	1.70	0.93	03/05/2028
	Option[13]	100,000 (1.48%)	03/05/2024	1.70	1.70	0.93	03/05/2029
Tina Craft[9] Director	Option[11]	100,000 (1.48%)	07/17/2024	1.52	1.52	0.93	07/17/2027
	Option[12]	100,000 (1.48%)	07/17/2024	1.52	1.52	0.93	07/17/2028
	Option[13]	100,000 (1.48%)	07/17/2024	1.52	1.52	0.93	07/17/2029
Mike O'Hara[10] Director	Option[11]	75,000 (1.11%)	03/11/2024	1.58	1.58	0.93	03/11/2027
	Option[12]	75,000 (1.11%)	03/11/2024	1.58	1.58	0.93	03/11/2028

Notes:

(1) Percentages based on 6,761,750 Options and 422,000 RSUs outstanding as at December 31, 2024.

(2) Chris Doornbos was appointed President, Chief Executive Officer and Director on May 30, 2017.

(3) Raymond Chow was appointed Chief Financial Officer on July 1, 2021.

(4) Kevin Carroll was appointed Chief Development Officer on April 17, 2023.

(5) John Pantazopoulos was appointed as a Director on November 5, 2020 and as Chair on January 4, 2022. Mr. Pantazopoulos will not be seeking re-election at the Meeting.

(6) Kevin Stashin was appointed as a Director on February 17, 2021.

(7) Alex Cattelan was appointed as a Director on October 24, 2023.

(8) Sonya Savage was appointed as a Director on March 5, 2024.

(9) Tina Craft was appointed as a Director on July 17, 2024.

(10) Mike O'Hara was appointed as a Director on May 30, 2017 and resigned on July 17, 2024.

(11) Options vest on the first anniversary date of the grant. Each Option is exercisable upon vesting to acquire one Common Share.

(12) Options vest on the second anniversary date of the grant. Each Option is exercisable upon vesting to acquire one Common Share.

(13) Options vest on the third anniversary date of the grant. Each Option is exercisable upon vesting to acquire one Common Share.

(14) Options vest with 25% vesting on first anniversary of the date of grant and an additional 25% vesting each year thereafter. Each Option is exercisable upon vesting to acquire one Common Share.

(15) RSUs vest over a period of three years from the date of the grant, with one-third vesting on each of the first, second and third anniversaries of the date of the grant. Each RSU is released upon vesting to acquire one Common Share.

(16) RSUs vest on the first anniversary date of the grant. Each RSU is released upon vesting to acquire one Common Share.

Exercise of Compensation Securities by Directors and NEOs

The following table discloses all compensation securities exercised by Named Executive Officers and any director who is not a Named Executive Officer in the most recently completed financial year ended December 31, 2024.

Exercise of Compensation Securities by Directors and NEOs							
Name and Position(s)	**Type of Compensation Security**	**Number of Compensation Securities, Number of Underlying Securities Exercised**	**Exercise Price Per Security ($)**	**Date of Exercise ($)**	**Closing Price Per Security on Date of Exercise ($)**	**Difference Between Exercise Price and Closing Price on Date of Exercise ($)**	**Total Value on Exercise Date**
Christopher Doornbos(1) President, CEO and Director	Option	100,000	1.38	01/12/2024	2.05	0.67	67,000
Raymond Chow(2) CFO and Corporate Secretary	-	-	-	-	-	-	-
Kevin Carroll(3) CDO	-	-	-	-	-	-	-
John Pantazopoulos(4) Chair and Director	-	-	-	-	-	-	-
Kevin Stashin(5) Director	-	-	-	-	-	-	-
Alex Cattelan(6) Director	-	-	-	-	-	-	-
Sonya Savage(7) Director	-	-	-	-	-	-	-
Tina Craft(8) Director	-	-	-	-	-	-	-
Mike O'Hara(9) Director	Option	100,000	1.38	01/12/2024	2.05	0.67	67,000

Notes:

(1) Chris Doornbos was appointed President, Chief Executive Officer and Director on May 30, 2017.

(2) Raymond Chow was appointed Chief Financial Officer on July 1, 2021.

(3) Kevin Carroll was appointed Chief Development Officer on April 17, 2023.

(4) John Pantazopoulos was appointed as a Director on November 5, 2020 and as Chair on January 4, 2022. Mr. Pantazopoulos will not be seeking re-election at the Meeting.

(5) Kevin Stashin was appointed as a Director on February 17, 2021.

(6) Alex Cattelan was appointed as a Director on October 24, 2023.

(7) Sonya Savage was appointed as a Director on March 5, 2024.

(8) Tina Craft was appointed as a Director on July 17, 2024.

(9) Mike O'Hara was appointed as a Director on May 30, 2017 and resigned on July 17, 2024.

Employment, Consulting and Management Agreements

The Corporation paid compensation to Christopher Doornbos, the Corporation's Chief Executive Officer, President and a Director, pursuant to an executive employment agreement (the "**Doornbos Agreement**"). Effective March 1, 2024, Mr. Doornbos' base salary increased to $320,000. Mr. Doornbos may terminate the Doornbos Agreement by providing three months' notice to the Corporation. The Corporation may terminate Mr. Doornbos' employment for just cause at any time, or without cause by providing six months written notice, payment in lieu, or a combination of the two. The Doornbos Agreement includes change of control provisions whereby if there is a change of control of the Corporation, Mr. Doornbos will be entitled to elect to terminate his employment with the Corporation and receive a lump sum termination payment in the amount of his annual base salary plus the average of annual bonuses or other cash incentive payments paid by the Corporation for the two immediately preceding years.

The Corporation paid compensation to Raymond Chow, the Corporation's Chief Financial Officer, pursuant to an executive employment agreement (the "**Chow Agreement**"). Effective March 1, 2024, Mr. Chow's base salary increased to $226,600. Mr. Chow may terminate the Chow Agreement by providing two months' notice to the Corporation. The Corporation may terminate Mr. Chow's employment for just cause at any time, or without cause providing the minimum amount of notice that is required under the Employment Standards Code, payment in lieu, or a combination of the two. If the Employee is terminated without cause then in addition to the notice or pay in lieu entitlements set out therein, the Employee will be eligible to earn a separation bonus equal to one (1) month of Base Salary per completed year of service, up to a maximum of eight (8) months of Base Salary (less required statutory deductions), provided that the Employee does not, in the reasonable opinion of the Company, breach the Non-Disparagement provision during the twelve (12) month period immediately following the Employee's termination of employment (the "Separation Bonus"). If the Company determines that the Employee has earned the Separation Bonus, the Separation Bonus will become payable within the thirteenth (13th) month following the Employee's termination of employment. The Employee will be eligible to earn the Separation Bonus whether or not the Employee's employment is terminated without cause upon a Change of Control, as hereinafter defined. The Chow Agreement includes change of control provisions whereby if there is a change of control of the Corporation, Mr. Chow will be entitled to elect to terminate his employment with the Corporation and receive a lump sum termination payment in the amount of his annual base salary.

The Corporation paid compensation to Kevin Carroll, the Corporation's Chief Development Officer, pursuant to an executive employment agreement (the "**Carroll Agreement**"). Effective March 1, 2024, Mr. Carroll's base salary increased to $247,200. Mr. Carroll may terminate the Carroll Agreement by providing two months' notice to the Corporation. The Corporation may terminate Mr. Carroll's employment for just cause at any time, or without cause providing the minimum amount of notice that is required under the Employment Standards Code, payment in lieu, or a combination of the two. If the Employee is terminated without cause then in addition to the notice or pay in lieu entitlements set out therein, the Employee will be eligible to earn a separation bonus equal to one (1) month of Base Salary per completed year of service, up to a maximum of six (6) months of Base Salary (less required statutory deductions), provided that the Employee does not, in the reasonable opinion of the Company, breach the Non-Competition, Non-Solicitation and Non-Disparagement provisions during the twelve (12) month period immediately following the Employee's termination of employment (the "Separation Bonus"). If the Company determines that the Employee has earned the Separation Bonus, the Separation Bonus will become payable within the thirteenth (13th) month following the Employee's termination of employment. The Employee will be eligible to earn the Separation Bonus whether or not the Employee's employment is terminated without cause upon a Change of Control, as hereinafter defined. The Carroll Agreement includes change of control provisions whereby if there is a change of control of the Corporation, Mr. Carroll will be entitled to elect to terminate his employment with the Corporation and received a lump sum termination payment in the amount of his annual base salary.

Oversight and Description of Director and Officer Compensation

Director Compensation

The Board determines director compensation from time to time. Directors are compensated $20,000 per annum as members of the board and an additional $2,500 per annum as a chair of a committee. The Corporation has previously, from time to time, granted certain of its directors options to purchase Common Shares ("**Options**") and restricted share units ("**RSUs**") pursuant to the terms of the Omnibus Plan and in accordance with the policies of the TSX Venture Exchange (the "**Exchange**" or the "**TSXV**"). At the Meeting, the Corporation is asking Shareholders to approve certain amendments to the Omnibus Plan, pursuant to which the Corporation may from time to time grant Options, RSUs, PSUs and DSUs to eligible participants.

Named Executive Officer Compensation

The Board as a whole determines executive compensation from time to time as defined by the Corporation's compensation policy. The main objectives the Corporation hopes to achieve through its compensation are to attract and retain executives critical to the Corporation's success, who will be key in helping the Corporation achieve its corporate objectives and increase shareholder value. The Corporation looks at industry standards when compensating its executive officers.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as of the date of this Circular regarding the number of Common Shares to be issued pursuant to the Corporation's equity incentive plans. Equity incentive awards have been determined by the Corporation's directors and are only granted in compliance with applicable laws, the terms of the equity incentive plans and regulatory policy. The policies of the Exchange limit the granting of equity incentive awards to employees, officers, directors and consultants of the Corporation and provide limits on the length of term, number, exercise price and other material terms of such awards. The Exchange also requires annual Shareholder approval of "rolling" equity incentive plans, which includes the Corporation's Omnibus Plan.

The following table sets out equity compensation plan information as at the end of the financial year ended December 31, 2024.

Plan Category	Number of Common Shares to be issued upon exercise of outstanding options, warrants and restricted share units(1) (a)	Weighted-average exercise price of outstanding options (b)	Number of Common Shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)(2) (c)
Equity compensation plans approved by security holders	7,183,750	$2.05	4,106,659
Equity compensation plans not approved by security holders	–	–	–
Total	**7,183,750**	**$2.05**	**4,106,659**

Notes:

(1) Assuming outstanding Options and RSUs are fully vested.

(2) 75,269,397 issued and outstanding Common Shares as of December 31, 2024.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date of this Circular, no executive officer, director, employee or former executive officer, director or employee of the Corporation or any of its subsidiaries is indebted to the Corporation, or any of its subsidiaries, nor are any of these individuals indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation, or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed in this Circular, since the commencement of the Corporation's most recently completed financial year, no informed person of the Corporation, nominee for director or any associate or affiliate of an informed person or nominee, had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries. An "informed person" means: (a) a director of executive officer of the Corporation; (b) a director or executive officer of a person or Corporation that is itself an informed person or subsidiary of the Corporation; (c) any person or Corporation who beneficially owns, directly or indirectly, voting securities of the Corporation or who exercises control or direction over voting securities of the Corporation or a combination of both carrying more than 10% of the voting rights other than voting securities held by the person or Corporation as underwriter in the course of a distribution; and (d) the Corporation itself, if and for so long as it has purchased, redeemed or otherwise acquired any of its shares.

AUDIT COMMITTEE

Composition of Audit Committee

As at the date of this Circular, the Audit Committee is composed of Tina Craft (Chair), John Pantazopoulos, and Kevin Stashin. John Pantazopoulos is not independent by virtue of the fact that he is the Corporation's Chairperson. Tina Craft and Kevin Stashin are "independent" because they are not executive officers or former employees of the Corporation. All three members are "financially literate" within the meaning of sections 1.4, 1.5 and 1.6 of National Instrument 52-110 *Audit Committees* ("**NI 52-110**"). The text of the Audit Committee's Charter is attached as Appendix "A" to this Circular. Mr. Pantazopoulos will not be seeking re-election at the Meeting and, as such, the Board will select an independent director to fill his position on the Audit Committee following the Meeting.

The Corporation is relying on the exemption provided by Section 6.1 of NI 52-110 by virtue of the fact that it is a venture issuer. Section 6.1 exempts the Corporation from the requirements of Parts 3 (*Composition of the Audit Committee*) and 6 (*Reporting Obligations*) of NI 52-110.

Relevant Education and Experience

Tina Craft is a multi-disciplined business executive who has held several leadership roles during her 27-year tenure with a resources company. Tina has led the development and execution of global growth strategies for emerging and transitional business. Tina has an understanding of the accounting principles used by the Corporation to prepare its financial statements.

John Pantazopoulos is a finance professional with over 20 years of energy and banking experience. John is CEO of an E&P producer and was recently Vice President with a large Alberta based financial institution and prior thereto, John held senior positions with Alberta based junior and intermediate E&P producers. John is a CFA Charter holder and holds an ICD.D designation.

Kevin Stashin is an oil and gas executive with over 40 years of industry experience with both junior and major companies. His expertise includes over 20 years as an executive in various business, technical and management roles including developing strategic direction, organizational effectiveness, reservoir development, new ventures, production, operations, and business development. Kevin is currently a member of APEGA, APEGS, and the Society of Petroleum Engineers.

Audit Committee Oversight

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

Reliance on Certain Exemptions

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on the exemption in Section 2.4 (*De Minimis Non-audit Services*) or Part 8 (*Exemptions*) of NI 52-110. Section 2.4 provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the financial year in which the non-audit services were provided. Part 8 permits a Corporation to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described under the heading "Article 2 – Pre-Approval of Non-Audit Services" of the Audit Committee Charter as set out in Appendix "A" to this Circular.

Audit Fees, Audit-Related Fees, Tax Fees and all other Fees

In the following table, "*Audit Fees*" are fees billed by the Corporation's external auditor for services provided in auditing the Corporation's annual financial statements for the subject year. "*Audit Related Fees*" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of the Corporation's financial statements. "*Tax Fees*" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "*All Other Fees*" are fees billed by the auditor for products and services not included in the foregoing categories.

The fees paid by the Corporation to its auditor in each of the last two financial years, by category, are as follows:

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
December 31, 2024	$61,250	$61,250	Nil	$8,575
December 31, 2023	$59,500	$103,000	Nil	$11,375

Reliance on Exemptions in NI 52-110 regarding Audit Committee Composition & Reporting Obligations

Since the Corporation is a venture issuer, it relies on the exemption contained in section 6 of NI 52-110 from the requirements of Part 3 Composition of the Audit Committee and Part 5 Reporting Obligations of NI 52-110 (which requires certain prescribed disclosure about the Audit Committee in this Circular).

CORPORATE GOVERNANCE DISCLOSURE

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* requires the Corporation to disclose its corporate governance practices on an annual basis. The Corporation's approach to corporate governance is set forth below.

Board of Directors

The Board has responsibility for the stewardship of the Corporation including responsibility for strategic planning, identification of the principal risks of the Corporation's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity of the Corporation's internal control and management information systems.

The Board sets long term goals and objectives for the Corporation and formulates the plans and strategies necessary to achieve those objectives and to supervise senior management in their implementation. The Board delegates the responsibility for managing the day-to-day affairs of the Corporation to senior management but retains a supervisory role in respect of, and ultimate responsibility for, all matters relating to the Corporation and its business. The Board is responsible for protecting shareholders' interests and ensuring that the incentives of the Shareholders and of Management are aligned.

As part of its ongoing review of business operations, the Board reviews, as frequently as required, the principal risks inherent in the Corporation's business including financial risks, through periodic reports from Management of such risks, and assesses the systems established to manage those risks. Directly and through the Audit Committee, the Board also assesses the integrity of internal control over financial reporting and management information systems.

In addition to those matters that must, by law, be approved by the Board, the Board is required to approve any material dispositions, acquisitions and investments outside the ordinary course of business, long-term strategy, and organizational development plans. Management is authorized to act without board approval, on all ordinary course matters relating to the Corporation's business.

The Board also monitors the Corporation's compliance with timely disclosure obligations and reviews material disclosure documents prior to distribution. The Board is responsible for selecting the President and appointing senior management and for monitoring their performance.

NI 52-110 sets out the standard for director independence. Under NI 52-110, a director is independent if he or she has no direct or indirect material relationship with the Corporation. A material relationship is a relationship which could, in the view of the board of directors, be reasonably expected to interfere with the exercise of a director's independent judgment. NI 52-110 also sets out certain situations where a director will automatically be considered to have a material relationship with the Corporation.

Applying the meaning of independence set out in NI 52-110, Christopher Doornbos is not independent by virtue of the fact that he is the Corporation's President and CEO and John Pantazopoulos is not independent by virtue of the fact that he is the Corporation's Chairperson. Mr. Pantazopoulos will not be seeking re-election at the Meeting. Kevin Stashin, Alexandra Cattelan, Sonya Savage, and Tina Craft are considered to be independent.

None of the directors or proposed directors for nomination serve as directors of other reporting issuers or reporting issuer equivalent(s) except for John Pantazopolous who is the CEO, CFO, and Director of Transition Opportunities Corp. Mr. Pantazopoulos will not be seeking re-election at the meeting.

Orientation and Continuing Education

Orientation and education of new members of the Board is conducted informally by Management and members of the Board. The orientation provides background information on the Corporation's history, performance and strategic plans.

Ethical Business Conduct

Directors, officers and employees are required as a function of their directorship, office or employment to structure their activities and interests to avoid conflicts of interest and potential conflicts of interest and refrain from making personal profits from their positions. The Board does not consider it necessary at this time to have a written policy regarding ethical conduct.

Nomination of Directors

The Board is responsible for reviewing the composition of the Board on a periodic basis. The Board analyses the needs of the Board when vacancies arise and identifies and proposes new nominees who have the necessary competencies and characteristics to meet such needs.

Compensation Committee

The Board has established a Compensation Committee, which reviews and approves all matters relating to compensation of the directors and executive officers of the Corporation. With regard to the CEO, the Board reviews and approves corporate goals and objectives relevant to the CEO's compensation, evaluates the CEO's performance in light of those goals and objectives and sets the CEO's compensation level based on this evaluation.

As at the date of this Circular, the Compensation Committee is composed of Alexandra Cattelan (Chair of Compensation Committee), Sonya Savage, and Tina Craft. Alexandra Cattelan, Sonya Savage, and Tina Craft are "independent" because they are not executive officers or former employees of the Corporation.

Governance Committee

The Board has established a Governance Committee, which is responsible for advising the Board of the appropriate corporate governance procedures that should be followed by the Corporation and the Board and monitoring whether they comply with such procedures.

As at the date of this Circular, the Governance Committee is composed of Kevin Stashin (Chair of Governance Committee), Alexandra Cattelan and Sonya Savage. Kevin Stashin, Alexandra Cattelan, and Sonya Savage are "independent" because they are not executive officers or former employees of the Corporation.

MANAGEMENT CONTRACTS

The management functions of the Corporation are not to any substantial degree performed by any person other than the executive officers and directors of the Corporation.

PARTICULARS OF MATTERS TO BE ACTED UPON

Presentation of Financial Statements

The Financial Statements will be presented to Shareholders at the Meeting, but no Shareholder vote is required in connection with these documents.

The Financial Statements, together with the auditor's report thereon and the accompanying management's discussion and analysis, have been filed on the Corporation's SEDAR+ profile at www.sedarplus.ca and copies are available upon request from the Corporation.

Appointment and Remuneration of Auditor

MNP LLP, Chartered Accountants ("**MNP LLP**"), is the auditor of the Corporation. MNP LLP was first appointed as the Corporation's auditor on December 27, 2018 by the Board.

Shareholders will be asked to approve the re-appointment of MNP LLP as the auditor of the Corporation to hold office until the next annual general meeting of the Shareholders at remuneration to be fixed by the Board of Directors.

Management is recommending the re-appointment of MNP LLP as auditor, to hold office until the next annual general meeting of the Shareholders at a remuneration to be fixed by the Board of Directors. In the absence of instructions to the contrary, the management Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR appointing MNP LLP as the Corporation's independent auditor for the ensuing year, at remuneration to be fixed by the Board of Directors.

Fixing the Number of Directors

At the Meeting, Shareholders will be asked to approve an ordinary resolution to set the number of directors elected for the ensuing year at five (5) subject to such increases as may be permitted by the Articles and by-laws of the Corporation and the provisions of the *Business Corporations Act* (Alberta) ("**ABCA**").

Management recommends voting "FOR", and the persons named in the accompanying form of proxy intend to vote in favour of, fixing the number of Directors at five (5) for the ensuing year.

In the absence of instructions to the contrary, the management Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR fixing the number of Directors at five (5) for the ensuing year.

Election of Directors

Each Director of the Corporation is elected annually and holds office until the next annual general meeting of Shareholders or until his successor is duly elected, unless his office is earlier vacated in accordance with the Articles or by-laws of the Corporation or the ABCA.

At the Meeting, we will ask Shareholders to vote for the election of the five (5) Director nominees proposed by Management: Christopher Doornbos, Kevin Stashin, Alexandra Cattelan, Sonya Savage, and Tina Craft. Each Shareholder will be entitled to cast their votes for or withhold their votes from the election of each director nominee. For more information concerning the Management director nominees, see "*Election of Directors*".

We recommend a vote "FOR" the election of each of the director nominees.

In the absence of instructions to the contrary, the management Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR the nominees herein listed. Management does not contemplate that any of the nominees will be unable to serve as a Director.

Amendments to Omnibus Equity Incentive Plan

The Corporation has adopted the omnibus equity incentive plan (the "**Omnibus Plan**") as its equity incentive plan, which Omnibus Plan was last approved by shareholders at the annual general and special meeting of the Corporation held on July 16, 2024 (the "**2024 Meeting**"). The Omnibus Plan was established to provide incentives to employees, officers, directors and consultants who provide services to the Corporation.

The Omnibus Plan is "fixed" plan, whereby up to an aggregate of 11,290,409 Common Shares may be reserved for issuance upon the exercise or settlement of Options, restricted share units ("**RSUs**"), performance share units ("**PSUs**") and deferred share units ("**DSUs**", and together with Options, RSUs and PSUs, "**Awards**") granted pursuant to the Omnibus Plan and any other security-based compensation arrangement of the Corporation.

Amendments for US Participants

At the Meeting, the Corporation will be asking Shareholders to approve certain amendments to the Omnibus Plan (the "**Plan Amendments**") as more particularly set out below and in the Amended and Restated Omnibus Plan (as defined below) in order to incorporate additional provisions to address US tax requirements in respect of Awards granted to a participant who is obligated to pay federal income tax under the United States Internal Revenue Code of 1986, as amended (a "**U.S. Participant**"). A blackline copy of the amended and restated Omnibus Plan, as amended to incorporate the Plan Amendments (the "**Amended and Restated Omnibus Plan**"), compared to the version last approved by the Shareholders is attached as Appendix "B" to this Circular.

Background and Context to the Proposed Plan Amendments

At the time of the adoption of the Omnibus Plan, all of the Corporation's employees, directors, officers and consultants were Canadian residents and there were no U.S. Participants eligible to participate in the Omnibus Plan. Subsequent thereto, two directors have joined the Board who, by virtue of being individuals obligated to pay federal income tax in the United States, became eligible to participate in the Omnibus Plan and are also U.S. Participants. The Board is therefore proposing to adopt the Plan Amendments in order to address certain United States tax requirements in respect of Awards that may be granted to U.S. Participants, including the aforementioned directors and other U.S. Participants which may become eligible participants under the Omnibus Plan in the future.

The objectives of the Omnibus Plan are to, among other things, promote further alignment between the interests of officers, directors, employees and other service providers of the Corporation and the Shareholders; to associate a portion of participants' compensation with the performance of the Corporation; and to attract, motivate and retain the key participants to drive the business success of the Corporation and its subsidiaries.

The Plan Amendments are mainly of an administrative nature and the objective of such amendments is to address certain United States tax requirements applicable to U.S. Participants, which would not be applicable to other eligible participants in the Omnibus Plan, and to facilitate administration of the Omnibus Plan as it pertains to U.S. Participants.

A summary of the key terms of the Omnibus Plan, including the Plan Amendments, is set out below, which is qualified in its entirety by the full text of the Amended and Restated Omnibus Plan attached as Appendix "B" to this Circular.

Failure to Approve the Plan Amendments

Pursuant to the policies of the TSXV, the Omnibus Plan, being a "fixed" security based compensation plan, must receive Shareholder approval at the time the plan is implemented (which approval was sought and received at the 2024 Meeting), and at such time as the number of Common Shares issuable under the plan is amended, absent any circumstances arising which would otherwise require disinterested shareholder approval as enumerated in section 5.3(a) of TSXV Policy 4.4 – *Security Based Compensation*.

In the event the Corporation fails to obtain Shareholder approval for proposed Plan Amendments, the Corporation will continue to have the ability to grant Awards under the Omnibus Plan but the Board may be required to implement additional administrative procedures in respect of awards granted to U.S. Participants.

Administration

The Omnibus Plan is administered by the Board. The Board determines which directors, officers, eligible employees or consultants of the Corporation and any affiliates of the Corporation designated by the Board (the "**Participating Entity**") are eligible to receive Awards under the Omnibus Plan.

The approval of Shareholders is required for any amendments to the Omnibus Plan that would result in an increase in the maximum number of Common Shares that may be issuable pursuant to Awards granted under the Omnibus Plan, or an increase in the maximum number of Awards that may be issuable to "insiders" of the Corporation (as defined in TSXV Policy 1.1) and associates of such insiders at any time.

The approval of the disinterested Shareholders is required for any amendments that would result in a reduction in the exercise price of an outstanding Option benefitting an insider of the Corporation or an extension of the expiry date of an Award benefitting an insider of the Corporation (except in the case of an extension due to a blackout period).

The Board has the power to amend or modify the Omnibus Plan or any Award granted thereunder without shareholder approval in connection with:

(a) any amendment of a "housekeeping" nature, including those made to clarify the meaning of an existing provision of the Omnibus Plan or any agreement, correct or supplement any provision of the Omnibus Plan that is inconsistent with any other provision of the Omnibus Plan or any agreement, correct any grammatical or typographical errors or amend the definitions in the Omnibus Plan regarding administration of the Omnibus Plan; or

(b) an amendment of the Omnibus Plan or an Award as necessary to comply with applicable law or the requirements of any stock exchange upon which the securities of the Corporation are then listed or any other regulatory body having authority over the Corporation, the Omnibus Plan, Participants or the shareholders of the Corporation.

No amendment to the Omnibus Plan shall become effective until the approval of the TSXV is obtained.

Eligibility

All employees, directors and, subject to the discretion of the Board, consultants of the Corporation and any Participating Entity are eligible to participate in the Omnibus Plan (collectively, the "**Participants**"). Except as required by law, no Awards or any rights of a Participant under the Omnibus Plan may be anticipated, assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and no such Awards or rights are capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

Common Shares Subject to the Omnibus Plan and Limitation on Awards

The Omnibus Plan is a "fixed" plan, such that up to an aggregate of 11,290,409 Common Shares may be reserved for issuance upon the exercise or settlement of Options, RSUs, PSUs and DSUs granted pursuant to the Omnibus Plan and any other security-based compensation arrangement of the Corporation.

In addition, the grant of Awards under the Omnibus Plan is subject to the following additional limitations:

(a) the aggregate number of Common Shares issuable to insiders of the Corporation under the Omnibus Plan or any other security based compensation plan of the Corporation shall not at any time exceed 10% of the issued and outstanding Common Shares and the aggregate number of Common Shares issuable to insiders of the Corporation under the Omnibus Plan or any other security based compensation plan of the Corporation, within a one-year period, shall not exceed 10% of the issued and outstanding Common Shares as at the date any Award is granted to any insider of the Corporation (unless the Corporation has obtained disinterested shareholder approval in respect thereof);

(b) the aggregate number of Common Shares issuable to any one Participant under the Omnibus Plan or any other security based compensation plan of the Corporation, within a one-year period, shall not at any time exceed 5% of the issued and outstanding Common Shares as at the date any Award is granted to the Participant (unless the Corporation has obtained disinterested shareholder approval in respect thereof);

(c) the aggregate number of Common Shares issuable to any one consultant under the Omnibus Plan or any other security based compensation plan of the Corporation, within a one-year period, shall not at any time exceed 2% of the issued and outstanding Common Shares as at the date any Award is granted to the consultant; and

(d) the aggregate number of Common Shares issuable to all Participants retained to provide "investor relations activities" (as defined in TSXV Policy 1.1) under the Omnibus Plan or any other security based compensation plan of the Corporation, within a one-year period, shall not at any time exceed 2% of the issued and outstanding Common Shares as at the date any Option is granted to a Participant retained to provide investor relations activities.

Stock Options

The exercise price for Options is determined by the Board, but shall be not less than one hundred per cent (100%) of the Market Value (as defined in the Omnibus Plan) at the date the Option is granted. Options granted under the Omnibus Plan shall have the vesting provisions (if any) designated by the Board; provided, however, that any Options granted to Participants retained to provide investor relations activities shall vest in stages over a period of not less than twelve months with no more than one-quarter of the Options vesting in any three month period.

Options must be exercised within a period fixed by the Board that may not exceed 10 years from the date of grant, except in a case where the expiry period falls during a blackout period, in which case the expiry period will be automatically extended until 10 business days after the end of the blackout period.

Restricted Share Units and Performance Share Units

The terms and conditions of RSU and PSU grants, including the quantity, type of award, award date, vesting conditions, applicable vesting periods and other terms and conditions with respect to the award, as determined by the Board, will be set out in such Participant's RSU agreement or PSU agreement, as applicable. The agreement governing the grant of a PSU may also set out the applicable performance goals and the performance periods during which such goals must be attained in order for vesting to occur. RSUs and PSUs shall be settled by the issuance of Common Shares, a cash payment or any combination thereof, to be determined at the discretion of the Board at the time of settlement.

Performance goals for PSUs may be based upon the achievement of corporate, divisional, cluster or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Board. The Board may modify the performance goals as necessary to align them with the Corporation's corporate objectives, subject to any limitations set forth in the award agreement for the PSU or an employment or other agreement with the Participant. The performance goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur), all as set forth in the applicable award agreement for the PSU.

An RSU and PSU account will be maintained for each Participant and each notional grant of RSUs and PSUs, as granted to such Participant from time to time, will be credited to such Participant's account. RSUs and PSUs that fail to vest with respect to a Participant, or that are paid out to the Participant are cancelled and will be removed from such Participant's account.

Vested RSUs and PSUs may be settled on the first business day following the applicable vesting date, and, in any event, on or before December 31 of the third year following the year in which the Participant performed the services to which the grant of RSUs or PSUs relates. No RSU or PSU may vest before the date which is one year from the date of grant of the RSU or PSU.

The Plan Amendments contain a provision to clarify that, for any Participant that is a U.S. Participant, the RSU or PSU settlement date shall occur no later than the 15th day of the third month following the month in which their vesting date occurs.

If RSUs or PSUs would be otherwise be settled during a trading blackout period, such settlement shall be postponed until the earlier of the tenth (10th) business day following the date on which such blackout period ends and the otherwise applicable date for the settlement of the RSUs or PSUs under the Omnibus Plan.

Upon the settlement of vested RSUs or PSUs by the issuance of Common Shares, the Common Shares will be issued from treasury by the Corporation as fully paid non-assessable Common Shares in an amount based on the whole number of vested RSUs or PSUs, as applicable, then recorded in the Participant's account. If settled in cash, the aggregate market value of the vested RSUs or PSUs so settled will be determined based on the market value of the Common Shares on the applicable settlement date multiplied by the number of vested RSUs or PSUs, as applicable, then recorded in the Participant's account on the settlement date. No fractional Common Shares will be issued on the settlement of vested RSUs and PSUs, and any fractional vested RSUs or PSUs credited to a Participant's account will be settled in cash as set out above.

Deferred Share Units

The Board may grant DSUs to any eligible Participant designated by the Board as eligible to receive DSUs under the Omnibus Plan. Eligible directors may also elect to be paid up to 100% of their annual board retainer (if applicable) in the form of DSUs, subject to Board approval. **With respect to such elections, the Plan Amendments clarify that (i) in the case of an existing DSU Participant, the election must be completed by the end of the fiscal year preceding the fiscal year to which such election is to apply; and (ii) in the case of a Participant which is a U.S. Participant, the election must be irrevocable for the tax year to which such election applies, unless such election can be modified or amended in accordance with applicable U.S. tax regulations.**

The number of DSUs granted at any particular time pursuant to the Omnibus Plan will be calculated by not less than the market value of a Common Share on the grant date or election date, as applicable. The Corporation shall maintain a DSU account for each Participant. All DSUs recorded in a Participant's DSU account will vest on the date the Participant ceases to be a director of the Corporation and, if applicable, an employee of the Corporation; provided, however, that no DSU may vest before the date which is one year from the date of grant of the DSU. DSUs shall be settled by the issuance of Common Shares, a cash payment or any combination thereof, to be determined at the discretion of the Board at the time of settlement.

If DSUs would be otherwise be settled during a trading blackout period, such settlement shall be postponed until the earlier of the tenth (10th) business day following the date on which such blackout period ends and the otherwise applicable date for the settlement of the DSUs under the Omnibus Plan.

Upon the settlement of DSUs by the issuance of Common Shares, the Common Shares will be issued from treasury by the Corporation as fully paid non-assessable Common Shares in an amount based on the whole number of DSUs then recorded in the Participant's DSU account (no fractional Common Shares will be issued). If settled in cash, the aggregate market value of the DSUs so settled will be determined based on the market value of the Common Shares on the applicable termination date multiplied by the number of DSUs then recorded in the Participant's DSU account on the termination date.

Termination, Death, Disability or Discontinuance

The Omnibus Plan also provides for earlier termination of Awards on the occurrence of certain events, including:

- if the Participant dies or is terminated as a result of disability, or if the entity by which the Participant is employed or to which the Participant is a director or consultant ceases to be a Participating Entity:

  - all of the Options held by the Participant that would have vested in the 12 months following the date of death, resignation or termination (the "**Termination Date**") will vest immediately on such date;

  - if a Participant's RSUs have not vested, subject to the Board's approval, a pro rata portion of the Participant's RSUs that are scheduled to vest on the next scheduled vesting date set forth in the RSU Agreement for such RSUs will vest, based on the number of days that have elapsed between the date of grant of the RSU and the Termination Date, and such RSUs will be settled in accordance with the provisions of the Omnibus Plan on the next scheduled vesting date set forth in the agreement governing the grant of such RSUs;

  - if a Participant's PSUs have not vested, any PSUs standing to the credit of such Participant shall continue to vest (and be settled) in the normal course for a period of ninety (90) days extending from the end of the fiscal year in which the Termination Date occurs (the "**90 Day Period**"). Subject to the Board's approval, any PSUs which do not vest in the normal course during the 90 Day Period shall vest pro rata upon the Termination Date to take into account only the period that has elapsed between the date of grant of the PSU and the Termination Date, provided the applicable performance goals for the PSU are satisfied in respect of the applicable performance period in which the Termination Date occurs; and

  - vested Options, RSUs or PSUs held by the Participant shall terminate on the earlier of: (i) 12 months following the Termination Date, or (ii) the expiry date of such Option, RSU or PSU, as applicable;

- if the Participant resigns from employment or as a director or consultant:

  - the Participant shall forfeit all rights, title and interest in the Awards which are not vested on the date the notice of resignation is delivered to the Corporation; and

  - the Participant may exercise the Options which are vested on the date the notice of resignation is delivered to the Corporation until the earlier of: (i) the end of the applicable exercise period; and (ii) 30 days after the date the notice of resignation is delivered to the Corporation, after which time all Options expire;

- if the Participant's employment is terminated for "cause" (as defined in the Omnibus Plan) or the Participant ceases to be a director or consultant on a similar basis, the Participant shall forfeit all rights, title and interest in all Awards, whether vested or not as at the date of such termination;

- if the Participant's employment is terminated without cause, the Participant resigns because he or she has been constructively dismissed, or the Participant ceases to be a director or Consultant on a similar basis then:

  - the Participant's Options which are vested on the date of such termination may be exercised until the earlier of the applicable expiry date or 90 days after the date of such termination, after which time all Options expire;

- the Participant's RSUs that have not vested shall vest in accordance with the Omnibus Plan, provided that such RSUs shall in no event be settled later than the earlier of (i) one year following the date of such termination, and (ii) the expiry date of such RSUs; and

- the Participant's PSUs that have not vested shall vest in accordance with the Omnibus Plan, provided that such PSUs shall in no event be settled later than the earlier of (i) one year following the date of such termination, and (ii) the expiry date of such PSUs.

The Plan Amendments clarify that, for the purposes of the foregoing, a Participant which is a U.S. Participant shall only be treated as "constructively dismissed" (or terminated on a similar basis) if such Participant's separation from service is for "good reason," as described in applicable U.S. tax regulations.

Notwithstanding the foregoing, the Board may, at the time of a Participant's termination, resignation, retirement, death or disability permit the exercise of any outstanding Options held by such Participant, provided that the Board may not extend the applicable exercise period of such Options.

Alterations/Corporate Transactions

If the Corporation effects a subdivision or consolidation of the Common Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of an ordinary cash dividend), or if any other change is made in the capitalization of the Corporation that, in the opinion of the Board, would warrant the amendment or replacement of any existing Awards in order to adjust:

(a) the number of Common Shares that may be acquired on the exercise of any outstanding Options;

(b) the exercise price of any outstanding Options; or

(c) the number of RSUs, PSUs or DSUs in the Participant's account or notional account, as applicable,

in order to preserve proportionately the rights and obligations of the Participants, the Board will authorize such steps to be taken as may be equitable and appropriate to that end as determined by the Board in its discretion, subject to (i) the limits set forth in the Omnibus Plan, (ii) the Corporation's compliance with TSXV Policy 4.4, and (iii) the Board's capacity to elect to effect such adjustment through payments in cash in lieu of adjusting the number of Common Shares or the number of RSUs, PSUs or DSUs in the Participant's account or notional account, as applicable. Notwithstanding the foregoing, any adjustment made by the Corporation in connection with an alteration of its capitalization or a corporate transaction, except for any adjustments made in connection with a subdivision or consolidation of the Common Shares, shall be subject to the approval of the TSXV.

Claw-Back Provisions

If the Board determines that a Participant: (i) engaged in an act of embezzlement, fraud, breach of fiduciary duty or any other misconduct which constitutes cause for dismissal during the Participant's employment or engagement that significantly contributed to an obligation to restate the Corporation's financial statements (whether required by law, accounting principles, regulatory policy or settlement with regulators having jurisdiction over the Corporation); or (ii) violated a non-competition, non-solicitation, non-disparagement, confidentiality or other restrictive covenant by which the Participant is bound, that Participant may, subject to the approval of the TSXV, be required to return any outstanding unexercised or unredeemed Awards for cancellation, and repay the proceeds resulting from any sale or other disposition of Common Shares issued or issuable upon redemption or exercise of an Award or any cash received on redemption of an Award, if the sale, disposition or receipt of cash occurred during the three year period following the first public issuance or filing with the applicable securities commissions or similar regulatory authorities of the financial statements required to be restated.

The Board may, in determining the appropriate amount of the claw-back referred to above, take into account penalties or punishments imposed by third parties, such as law enforcement agencies, regulators or other authorities. The Board's power to determine the appropriate punishment for the Participant is in addition to, and not in replacement of, any remedies which may be imposed by such entities and any other remedies available to the Corporation or its subsidiaries.

Additional Plan Amendments

In addition to the Plan Amendments as noted above, the Plan Amendments also contain provisions to the effect that:

(a) in no event shall the Corporation have any obligation to withhold or remit income taxes to the United States Internal Revenue Service on behalf of a U.S. Participant in connection with any award issued or paid under the Omnibus Plan;

(b) with respect to U.S. Participants, the Board may not amend any award if such amendment would violate, or trigger, excise taxes under applicable U.S. tax regulations;

(c) the Omnibus Plan is intended to comply with all tax laws of the United States (to the extent subject thereto) and, accordingly to the maximum extent permitted, the Omnibus Plan shall be interpreted and administered to be in compliance therewith; and

(d) the Corporation has no obligation to take any action or prevent the assessment of any additional tax or penalty on any U.S. Participant.

Omnibus Plan Amendment Resolution

At the Meeting, Shareholders will be asked to consider, and if thought fit, to approve with or without variation, the following resolution (the "**Omnibus Plan Amendment Resolution**") to adopt the Amended and Restated Omnibus Plan:

"IT IS RESOLVED, as an ordinary resolution that:

1. The Corporation's Omnibus Equity Incentive Plan (the "**Omnibus Plan**") be amended in order to incorporate additional provisions to address certain tax requirements in respect of awards granted to participants who are obligated to pay federal income tax under the United States Internal Revenue Code of 1986, as amended (the "**Plan Amendments**");

2. The Omnibus Plan, as amended to incorporate the Plan Amendments, in substantially the form attached as Appendix "B" to the Corporation's Management Information Circular dated May 16, 2025 (the "**Amended and Restated Omnibus Plan**"), is hereby approved, confirmed and ratified, and the Board be authorized in its absolute discretion to administer the Amended and Restated Omnibus Plan and amend or modify the Amended and Restated Omnibus Plan in accordance with its terms and conditions and with the policies of the TSX Venture Exchange (the "**Exchange**"); and

3. Any one director or officer of the Corporation be and is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Corporation or otherwise, all such deeds, documents, instruments and assurances as in his or her opinion may be necessary or desirable to give effect to the foregoing resolutions, including, without limitation, making any changes to the Amended and Restated Omnibus Plan required by the Exchange or

applicable securities regulatory authorities and to complete all transactions in connection with the administration of the Amended and Restated Omnibus Plan."

In order for the Omnibus Plan Amendment Resolution to be passed, it must be approved by a majority of the votes cast by Shareholders who vote in person or by proxy at the Meeting.

The Board recommends that Shareholders vote in favour of the approval of the Omnibus Plan Amendment Resolution. The Management Proxyholders, unless expressly directed to the contrary in such form of proxy, will vote such proxies FOR the Omnibus Plan Amendment Resolution to approve certain amendments to the Omnibus Plan.

OTHER BUSINESS

Management is not aware of any matters to come before the Meeting other than those set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the Proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

ADDITIONAL INFORMATION

Financial information concerning the Corporation is contained in its comparative financial statements and Management's Discussion and Analysis for the financial year ended December 31, 2024. Copies of these documents, this Circular and additional information relating to the Corporation may be found under the Corporation's profile on SEDAR+ at www.sedarplus.ca or obtained upon request from the Corporation without charge to shareholders:

E3 LITHIUM LTD.
Suite 1520, 300 - 5th Avenue SW
Calgary, AB T2P 3C4
Tel: 587-324-2775
Email: admin@e3lithium.ca

DATED this 16th day of May, 2025.

ON BEHALF OF THE BOARD

"*Christopher Doornbos*"

Christopher Doornbos
CEO, President and Director

APPENDIX "A"

Charter of the Audit Committee of the Board of Directors of E3 Lithium Ltd. (the "Corporation")

Article 1 – Mandate and Responsibilities

The Audit Committee is appointed by the board of directors of the Corporation (the "Board") to oversee the accounting and financial reporting process of the Corporation and audits of the financial statements of the Corporation. The Audit Committee's primary duties and responsibilities are to:

(a) recommend to the Board the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation;

(b) recommend to the Board the compensation of the external auditor;

(c) oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditor regarding financial reporting;

(d) pre-approve all non-audit services to be provided to the Corporation or its subsidiaries by the Corporation's external auditor;

(e) review the Corporation's financial statements, MD&A and annual and interim earnings press releases before the Corporation publicly discloses this information;

(f) be satisfied that adequate procedures are in place for the review of all other public disclosure of financial information extracted or derived from the Corporation's financial statements, and to periodically assess the adequacy of those procedures;

(g) establish procedures for:

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

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

(h) review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation.

The Board and management will ensure that the Audit Committee has adequate funding to fulfill its duties and responsibilities.

Article 2 – Pre-Approval of Non-Audit Services

The Audit Committee may delegate to one or more of its members the authority to pre-approve non-audit services to be provided to the Corporation or its subsidiaries by the Corporation's external auditor. The pre-approval of non-audit services must be presented to the Audit Committee at its first scheduled meeting following such pre-approval. The Audit Committee may satisfy its duty to pre-approve non-audit services by adopting specific policies and procedures for the engagement of the non-audit services, provided the policies and procedures are detailed as to the particular service, the Audit Committee is informed of each non-audit service and the procedures do not include delegation of the Audit Committee's responsibilities to management.

Article 3 – External Advisors

The Audit Committee has the authority to conduct any investigation appropriate to fulfilling its responsibilities, and it has direct access to the external auditors as well as anyone in the organization. The Audit Committee has the ability to retain, at the Corporation's expense, special legal, accounting or other consultants or experts it deems necessary in the performance of its duties.

Article 4 – External Auditors

The external auditors are ultimately accountable to the Audit Committee and the Board, as representatives of the shareholders. The external auditors will report directly to the Audit Committee. The Audit Committee will:

(a) review the independence and performance of the external auditors and annually recommend to the Board the nomination of the external auditors or approve any discharge of external auditors when circumstances warrant;

(b) approve the fees and other significant compensation to be paid to the external auditors;

(c) on an annual basis, review and discuss with the external auditors all significant relationships they have with the Corporation that could impair the external auditors' independence;

(d) review the external auditors' audit plan to see that it is sufficiently detailed and covers any significant areas of concern that the Audit Committee may have;

(e) before or after the financial statements are issued, discuss certain matters required to be communicated to audit committees in accordance with the standards established by the Chartered Professional Accountants Canada;

(f) consider the external auditors' judgments about the quality and appropriateness of the Corporation's accounting principles as applied in the Corporation's financial reporting;

(g) resolve any disagreements between management and the external auditors regarding financial reporting;

(h) approve in advance all audit services and any non-prohibited non-audit services to be undertaken by the external auditors for the Corporation; and

(i) receive from the external auditors timely reports of:

    (i) all critical accounting policies and practises to be used;

(ii) all 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 external auditors; and

(iii) other material written communications between the external auditors and management.

Article 5 – Legal Compliance

On at least an annual basis, the Audit Committee will review with the Corporation's legal counsel any legal matters that could have a significant impact on the organization's financial statements, the Corporation's compliance with applicable laws and regulations and inquiries received from regulators or governmental agencies.

Article 6 - Complaints

Individuals are strongly encouraged to approach a member of the Audit Committee with any complaints or concerns regarding accounting, internal accounting controls or auditing matters. The Audit Committee will from time to time establish procedures for the submission, receipt and treatment of such complaints and concerns. In all cases the Audit Committee will conduct a prompt, thorough and fair examination, document the situation and, if appropriate, recommend to the Board appropriate corrective action. To the extent practicable, all complaints will be kept confidential. The Corporation will not condone any retaliation for a complaint made in good faith.

APPENDIX “B”

Amended and Restated Omnibus Plan

(see attached)

E3 LITHIUM LTD.

OMNIBUS EQUITY INCENTIVE PLAN
(AS AMENDED ~~MAY 31~~JULY 2, 202~~4~~5)

~~MAY 31~~JULY 2, 202~~4~~5

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E3 LITHIUM LTD.

OMNIBUS EQUITY INCENTIVE PLAN
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1 Establishment, Purpose, and Duration

1.1 Establishment of the Plan

E3 Lithium Ltd. (the "**Company**") has established this Omnibus Equity Incentive Plan (as the same may be amended from time to time in accordance with its terms, the "**Plan**"). The Plan permits the grant of Options to purchase common shares, Restricted Share Units, Deferred Share Units and Performance Share Units. The Plan was approved by the Board (as defined below) on May 26, 2023 (the "**Effective Date**"), and last approved by the shareholders of the Company on June 27, 2023. Pursuant to the policies of the TSXV, the Company must receive shareholder approval at the time the Plan is implemented and yearly thereafter, at the Issuer's annual meeting of shareholders. The Plan shall commence as of the Effective Date, and shall remain in effect until terminated by the Board pursuant to Section 10.10 hereof.

1.2 Purposes

The purposes of the Plan are: (i) to promote a significant alignment between officers and employees of the Company and its affiliates (as defined below) and the long term growth objectives of the Company; (ii) to associate a portion of participating employees' compensation with the performance of the Company over the long term; and (iii) to attract, motivate and retain the key employees to drive the business success of the Company and its subsidiaries.

2 Interpretation

2.1 Definitions

When used herein, unless the context otherwise requires, the following terms have the following meanings, respectively:

"**affiliate**" has the meaning ascribed thereto in section 1.3 of National Instrument 45-106 *Prospectus Exemptions*, as amended from time to time.

"**Annual Board Retainer**" means the annual retainer paid by the Company to a director in a fiscal year for service on the Board, together with Board committee fees, attendance fees and retainers to committee chairs.

"**Applicable Withholding Taxes**" has the meaning set out in Section 3.4.

"**Award**" means an Option, RSU, PSU or DSU granted under the Plan.

"**Award Agreement**" means an Option Agreement, PSU Agreement, RSU Agreement or DSU Agreement pursuant to which an Award is granted, as the context requires.

"**Award Date**" means the date the Board grants an Award to a Participant under the Plan.

"**Blackout Period**" means any period imposed by the Company, during which specified individuals, including Insiders of the Company, are prohibited from trading in the Company's securities pursuant to securities regulatory requirements or the Company's written policies (including for greater certainty any period during which specific individuals are restricted from trading because they have undisclosed Material Information), but does not include any period when a regulator has halted trading in the Company's securities.

"**Board**" means the board of directors of the Company as constituted from time to time, unless a Committee has been constituted and the Committee has been charged with the responsibility of administering the Plan, in which case all references in the Plan to the Board shall be deemed to be references to the Committee.

"**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in the Province of Alberta, on which commercial banks in Calgary, Alberta are open for business.

"**Cause**" means, with respect to a particular Participant:

(a) "cause" as such term is defined in the employment or other written agreement between the Company or a subsidiary of the Company and the Participant;

(b) in the event there is no written or other applicable employment agreement between the Company or a subsidiary of the Company or "cause" is not defined in such agreement, "cause" as such term is defined in the Award Agreement; or

(c) in the event neither clause (a) nor (b) apply, then "cause" as such term is defined by applicable law or, if not so defined, such term shall refer to circumstances where an employer can terminate an individual's employment without notice or pay in lieu thereof.

"**Change of Control**" means, unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

(a) any transaction (other than a transaction described in clause (b) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Company representing 50% or more of the aggregate voting power of all of the Company's then issued and outstanding securities entitled to vote in the election of directors of the Company;

(b) there is consummated an arrangement, amalgamation, merger or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such arrangement, amalgamation, merger or similar transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (i) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such arrangement, amalgamation, merger or similar transaction or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation, merger or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(c) the sale, lease, exchange, license or other disposition of all or substantially all of the Company's consolidated assets to a Person other than a Person that was an affiliate of the Company at the time of such sale, lease, exchange, license or other disposition, other than a sale, lease, exchange, license or other disposition to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are beneficially owned by shareholders of the Company in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, exchange, license or other disposition;

(d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind-up the Company's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and the shareholdings of shareholders of the Company remain substantially the same following the re- arrangement); or

(e) individuals who, as of the date hereof, are members of the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of the Plan, be considered as a member of the Incumbent Board.

Notwithstanding the foregoing, solely with respect to a Participant which is a U.S. Participant, a Change in Control shall not be deemed to have occurred under the Plan unless such event or series of events constitutes a "change in control" within the meaning of United States Treas. Reg. § 1.409A-3(i)(5).

"**Committee**" means the committee of the Board responsible for recommending to the Board the compensation of the key employees, Directors and Consultants.

"**Company**" means E3 Lithium Ltd. and any of its successors.

"**Consultant**" means an individual who:

(a) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management, investor relations or other services to the Company or any Subsidiary other than services provided in relation to a "distribution" (as that term is defined the *Securities Act* (Alberta));

(b) provides the services under a written contract between the Company or any Subsidiary and the individual or a Consultant Entity; and

(c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or any Subsidiary.

"**Consultant Entity**" means a Consultant that is a not an individual.

"**Deferred Share Unit**" or "**DSU**" means a unit designated as a Deferred Share Unit representing the right to receive one Share (or its cash equivalent) in accordance with the terms set forth in the Plan.

“**Director**” means a non-employee member of the board of directors of any Participating Entity.

“**Disability**” or “**Disabled**” means any incapacity or inability of a particular Participant, including any physical or mental incapacity, disease or affliction of the Participant as determined by a legally qualified medical practitioner or by a court, which has prevented or which will likely prevent the Participant from performing the essential duties of his position (taking into account reasonable accommodation by the Corporation) for a continuous period of 180 days or for any cumulative period of 270 days in any 360 consecutive day period;

“**DSU Agreement”** means a signed, written agreement between a DSU Participant and the Company, substantially in the form attached as Schedule “E” hereto, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which a DSU has been granted under the Plan.

“**DSU Election Notice**” means an election notice substantially in the form attached hereto in Schedule “F” (subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable).

“**DSU Participant**” means a Director of the Company who has been designated by the Company for participation in the Plan, who has agreed to participate in the Plan and to whom Deferred Share Units have or will be granted hereunder.

“**DSU Payment Date**” means, with respect to a Deferred Share Unit granted to a DSU Participant, no later than December 31 of the fiscal year following the fiscal year in which the DSU Termination Date occurred. Notwithstanding the foregoing, for any Participant which is a U.S. Participant, the DSU Settlement Date shall occur, in all events, no later than the 15th day of the third month following the month in which their DSU Termination Date occurs.

“**DSU Settlement Notice**” means a notice, in substantially the form attached hereto in Schedule “G” (subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable), by the Company electing the desired form of settlement of Deferred Share Units.

“**DSU Termination Date**” of a DSU Participant means, the day that the DSU Participant ceases to be a Director of the Company and, if applicable, an employee of the Company for any reason.

“**Elected Amount**” has the meaning set out in Section 8.3(a).

“**Exercise Notice**” means a notice in writing substantially in the form set out in Schedule “A” hereto signed by a Participant and stating the Participant’s intention to exercise a particular Option granted under the Plan.

“**Exercise Period**” means the period of time during which an Option granted under the Plan may be exercised.

“**Exercise Price**” means the price at which Shares may be purchased on the exercise of an Option granted under the Plan.

“**Expiry Date**” means:

(a) in respect of any Option, the tenth (10th) anniversary of its Award Date unless an earlier date is specified by the Board; and

(b) in respect of any Share Unit, the date specified in the applicable Award Agreement, if any, as the date on which the Share Unit will be terminated and cancelled or, if later or no such date is specified in the applicable Award Agreement, December 31 of the third (3rd) calendar year commencing after the Award Date, in the case of each, subject to extension in the event the Expiry Date occurs during a Blackout Period in which case, but subject to Section 4(5)(b) in respect of Share Units, the Expiry Date shall be extended until 10 Business Days after the end of the Blackout Period.

"**Internal Revenue Code**" or "**IRC**" means the United States Internal Revenue Code of 1986, as amended, and all regulations and guidance promulgated thereunder.

"**Insider**" has the meaning ascribed thereto in TSXV Policy 1.1.

"**Investor Relations Activities**" has the meaning ascribed thereto in TSXV Policy 1.1.

"**Investor Relations Service Provider**" has the meaning ascribed thereto in TSXV Policy 4.4.

"**Market Value**" on any particular day means the market price of one (1) Share and shall be calculated by reference to the closing price for a board lot of Shares on the TSXV, on that day, or if at least one (1) board lot of Shares shall not have been traded on the TSXV on that day, on the immediately preceding day for which at least one (1) board lot was so traded (or, if such Shares are not listed and posted for trading on the TSXV, on such stock exchange on which such Shares are listed and posted for trading as may be selected for such purpose by the Board). In the event that the Shares are not listed and posted for trading on any stock exchange, the Market Value shall be the fair market value of such Shares as determined by the Board in its discretion.

"**Material Information**" has the meaning ascribed thereto in TSXV Policy 1.1.

"**Option**" means a right granted to a Participant to purchase Shares on the terms set out in the Plan.

"**Option Agreement"** means a signed, written agreement between a Participant and the Company, substantially in the form attached as Schedule "B" hereto, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which an Option has been granted under the Plan.

"**Outstanding Issue**" means the number of Shares that are outstanding (on a non-diluted basis) immediately prior to the grant of Award in question.

"**Participant**" means an employee, Director or Consultant of a Participating Entity who the Board determines may participate in the Plan (and includes, where appropriate, a DSU Participant).

"**Participating Entity**" means the Company and any affiliate of the Company which is designated by the Board from time to time.

“**Performance Goals**” means performance goals expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Company, a subsidiary of the Company, a division of the Company or a subsidiary of the Company, or an individual, or may be applied to the performance of the Company or a subsidiary of the Company relative to a market index, a group of other companies or a combination thereof, or on any other basis, all as determined by the Board in its discretion, which may be measured over a specified period;

“**Performance Period**” means, with respect to PSUs, the period specified by the Board for achievement of any applicable Performance Goals as a condition to Vesting.

“**Performance Share Unit**” or “**PSU**” means a right granted to a Participant to receive a Share or its cash equivalent that generally becomes Vested, if at all, following a period of continuous employment and subject to the attainment of Performance Goals and the satisfaction of such other conditions to Vesting, if any, as may be determined by the Board.

“**Person**” means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative.

“**Plan**” has the meaning set out in Section 1.1.

“**Policy 4.4**” means Policy 4.4 – *Security Based Compensation* of the TSXV Manual.

“**PSU Account**” has the meaning set out in Section 6.3.

“**PSU Agreement**” means a signed, written agreement between a Participant and the Company, substantially in the form attached as Schedule “C” hereto, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which a PSU has been granted under the Plan.

“**PSU Settlement Date**” has the meaning set out in Section 6.5(a)(i).

“**Restricted Share Unit**” or “**RSU**” means a right granted to a Participant to receive a Share or its cash equivalent that generally becomes Vested, if at all, following a period of continuous employment or tenure and subject to Time Vesting Conditions of the Participant with a Participating Entity.

“**Retirement**” means resignation in circumstances which the Board, in its discretion, determines is Retirement and on such terms as the Board may specify.

“**RSU Account**” has the meaning set out in Section 5.3.

“**RSU Agreement**” means a signed, written agreement between a Participant and the Company, substantially in the form attached as Schedule “D” hereto, subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which an RSU has been granted under the Plan.

“**RSU Settlement Date**” has the meaning set out in Section 5.4(a)(i).

“**Security Based Compensation Plan**” has the meaning ascribed thereto in Policy 4.4.

“**Share**” means a common share of the Company.

“**Share Unit**” means either an RSU or a PSU as the context requires.

“**Share Unit Settlement Notice**” means a notice, in substantially the form attached hereto in Schedule “H” (subject to any amendments or additions thereto as may, in the discretion of the Board, be necessary or advisable), by the Company electing the desired form of settlement of Share Units.

“**subsidiary**” means an issuer that is Controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary, or any other entity in which the Company has an equity interest and is designated by the Plan administrator, from time to time, for purposes of the Plan to be a subsidiary;

“**Target Performance**” has the meaning set forth in Section 6.4;

“**Termination Date**” means a Participant's last day of actual and active employment or the end of his or her term as a Director or Consultant, as applicable, and does not include any period of statutory, contractual or reasonable notice or any period of salary continuance or deemed employment.

“**Termination Notice**” has the meaning set out in Section 8.3(a).

“**Time Vesting Conditions**” means any conditions relating to continued service with a Participating Entity for a period of time in respect of the Vesting of Share Units determined by the Board at the time of the Award.

“**TSXV**” means the TSX Venture Exchange and any successor exchange.

“**TSXV Manual**” means the TSX Venture Corporate Finance Manual, as amended from time to time, including such Staff Notices of the TSXV from time to time which may supplement the same.

“**TSXV Policy 1.1**” means Policy 1.1 – *Interpretation* of the TSXV Manual.

“**U.S. Participant**” means a Participant who is obligated to pay federal income tax under the IRC for benefits accrued or paid pursuant to the Plan.

“**Vested**” means (i) with respect to an Option, that it has become exercisable, and (ii) with respect to Share Units, the applicable Time Vesting Conditions, Performance Goals and/or any other conditions for Vesting in relation to a whole or a percentage of the number of Share Units covered by an Award determined by the Board in connection with each RSU or PSU granted pursuant to the Plan, as the case may be, have been met. “**Vest**” and “**Vesting**” have corresponding meanings.

"**Vesting Date**" means a date on which the applicable Time Vesting Conditions, Performance Goals for the Performance Period and/or any other conditions for a Share Unit becoming Vested are met.

"**Vesting Period**" means, with respect to an Award, a period specified by the Board, commencing on the Award Date and ending no later than immediately prior to the Expiry Date.

2.2 Interpretation

The Plan is to be interpreted as follows:

(a) The use of headings is for ease of reference only and does not affect construction or interpretation of the Plan.

(b) Where the context so requires, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

(c) References to Sections and Subsections are references to sections and subsections in the Plan, unless otherwise specified.

(d) All amounts paid or values to be determined under the Plan shall be in Canadian dollars. Values determined in currencies other than Canadian dollars shall be converted into Canadian dollars using the prevailing applicable exchange rates on the day of grant. Any amounts paid in currencies other than Canadian dollars shall be converted from Canadian dollars to such other currency using the applicable prevailing exchange rate on the date preceding such payment.

(e) Whenever the Board is to exercise discretion in the administration of the terms and conditions of the Plan or any Award, the term "discretion" means the "sole and absolute discretion" of the Board.

(f) Where the words "including" or "includes" appear in the Plan, they mean "including (or includes) without limitation".

3 Administration

3.1 Administration

The Plan will be administered by the Board and the Board has complete authority, in its discretion, to interpret the provisions of the Plan. In administering and interpreting the Plan, the Board may adopt, amend and rescind administrative guidelines and other rules and regulations relating to the Plan and make all other determinations and take all other actions necessary or advisable for the implementation and administration of the Plan which the Board determines, in its discretion, are necessary or advisable. The Board's determinations and actions within its authority under the Plan are final, conclusive and binding on the Company, its affiliates and all other Persons.

3.2 Delegation to Committee

To the extent permitted by applicable law, the Board may, from time to time, delegate to the Committee all or any of the powers conferred on the Board under the Plan. In such event, references to the Board mean and include the Committee and the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decisions made or actions taken by the Committee arising out of or in connection with the administration or interpretation of the Plan within its authority under the Plan, are final, conclusive and binding on the Participating Entities and all other Persons.

3.3 Eligibility

Participation in the Plan is entirely voluntary.

All employees and Directors of Participating Entities are eligible to participate in the Plan. In addition, and subject to applicable laws, the Board may determine in its discretion which Consultants are eligible to participate in the Plan. However, under no circumstances may grants of RSUs, PSUs or DSUs be made to an Investor Relations Service Provider under the Plan.

Eligibility to participate in the Plan does not confer upon any Person any right to be granted Awards pursuant to the Plan. In addition, no Participant has any claim or right to be granted an Award (including an Award granted in substitution for any Award that has expired pursuant to the terms of the Plan).

3.4 Taxes and Other Source Deductions

Notwithstanding any other provision contained herein, the relevant Participating Entity shall be entitled to withhold from any amount payable to a Participant, either under the Plan or otherwise, such amounts as may be necessary so as to ensure that the relevant Participating Entity is in compliance with all applicable withholding tax or other source deduction liabilities relating to the settlement of Awards hereunder (the "**Applicable Withholding Taxes**"). Further, the relevant Participating Entity may elect to settle the cash equivalent amount in installments over the year in which the Award vests in accordance with local employment practices. It is the responsibility of the Participant to complete and file any tax returns which may be required within the periods specified in applicable laws as a result of the Participant's participation in the Plan. The Company shall not be held responsible for any tax consequences to a Participant as a result of the Participant's participation in the Plan and the Participant shall indemnify and save harmless the Company from and against any and all loss, liability, damage, penalty or expense (including legal expense), which may be asserted against the Company or which the Company may suffer or incur arising out of, resulting from, or relating in any manner whatsoever to any tax liability in connection therewith. For greater certainty, unless not required under the *Income Tax Act* (Canada) or any other applicable law, no cash payment will be made nor will Shares be issued until: (a) an amount sufficient to cover the Applicable Withholding Taxes payable on the settlement of Awards (including, for certainty, the exercise of any Options) has been received by the Company (or withheld by the Company as noted above, if applicable); (b) the Participant undertakes to arrange, in a manner satisfactory to the Board, in its discretion, for such number of Shares to be sold as is necessary to raise an amount equal to the Applicable Withholding Taxes, and to cause the proceeds from the sale of such Shares to be delivered to the Company; or (c) the Participant has made other arrangements, satisfactory to the Board, in its discretion, to cover the Applicable Withholding Taxes payable on the settlement of Awards (including, for certainty, the exercise of any Options). Notwithstanding the foregoing, in no event shall the Company or a Participating Entity have any obligation to withhold or remit income taxes to the United States Internal Revenue Service on behalf of a U.S. Participant in connection with any Award issued or paid under the Plan.

3.5 Information

Each Participant shall provide the Company with all information the Company requires from that Participant in order to administer the Plan.

3.6 Indemnification

Each member of the Board and Committee is indemnified and held harmless by the Company against any cost or expense arising out of any act or omission to act in connection with the Plan to the extent permitted by applicable law. This indemnification is in addition to any rights of indemnification a Board or Committee member may have as director or otherwise.

3.7 Governing Law

The Plan and all Award Agreements entered into pursuant to the Plan shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable in that province.

3.8 Total Shares Subject to Awards

(a) Notwithstanding any other provision of this Plan, the maximum number of Shares available for issuance pursuant to the exercise of Options and the settlement of Share Units and DSUs granted pursuant to the Plan and any other Security Based Compensation Plan of the Company shall not exceed 11,290,409 Shares.

(b) In addition, the grant of Awards under the Plan is subject to the following additional limitations:

   (i) the aggregate number of Shares issuable to Insiders of the Company under the Plan or any other Security Based Compensation Plan of the Company shall not at any time exceed 10% of the Outstanding Issue and the aggregate number of Shares issuable to Insiders of the Company under the Plan or any other Security Based Compensation Plan of the Company, within a one-year period, shall not exceed 10% of the Outstanding Issue as at the date any Award is granted to any Insider of the Company (unless the Company has obtained disinterested shareholder approval in respect thereof);

   (ii) the aggregate number of Shares issuable to any one Person under the Plan or any other Security Based Compensation Plan of the Company, within a one-year period, shall not at any time exceed 5% of the Outstanding Issue as at the date any Award is granted to the Person (unless the Company has obtained disinterested shareholder approval in respect thereof);

   (iii) the aggregate number of Shares issuable to any one Consultant under the Plan or any other Security Based Compensation Plan of the Company, within a one-year period, shall not at any time exceed 2% of the Outstanding Issue as at the date any Award is granted to the Consultant; and

   (iv) the aggregate number of Shares issuable to all Persons retained to provide Investor Relations Activities under the Plan or any other Security Based Compensation Plan of the Company, within a one-year period, shall not at any time exceed 2% of the Outstanding Issue as at the date any Option is granted to the Persons retained to provide Investor Relations Activities.

(c) The Plan is not considered an “evergreen” plan, since the Awards which have been exercised or settled shall not be available for subsequent grants under the Plan and the number of Awards available to grant decreases as the number of issued and outstanding Shares increases.

3.9 Award Agreements

All grants of Awards under the Plan will be evidenced by Award Agreements. Any one officer or director of the Company is authorized and empowered to execute on behalf of the Company and deliver an Award Agreement to a Participant.

3.10 Copy of Plan

Each Participant, concurrently with the notice of the grant of the Award, shall be provided with a copy of the Plan. A copy of any amendment to the Plan shall be promptly provided by the Board to each Participant.

4 Options

4.1 Grant of Options

The Board may, in its discretion, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant Options to any Participant, and the Participant shall execute an Option Agreement evidencing the same.

4.2 Terms and Conditions of Options

Subject to this Section 4, the Board shall determine the following in its discretion with respect to each Option:

(a) the number of Shares issuable on the exercise of such Option;

(b) the Exercise Price subject to Section 4.3;

(c) the Expiry Date;

(d) the Vesting schedule, if any; and

(e) such other terms and conditions as the Board may consider appropriate in its discretion,

provided, that Options granted to Persons retained to provide Investor Relations Activities shall Vest in stages over a period of not less than twelve (12) months with no more than 1/4 of the Options Vesting in any three-month period.

4.3 Exercise Price

The Exercise Price under any Option will be as determined by the Board but may not be less than the Market Value of a Share at the Award Date.

4.4 Term of Options

Subject to Section 4.8 and to any accelerated termination pursuant to the Plan, each Option expires on the Expiry Date. For greater certainty, each Option may be exercised at the latest on the 10th anniversary of the date it was granted.

4.5 Payment of Exercise Price

Subject to the provisions of the Plan and any Option Agreement, Options may be exercised by delivery of a fully completed Exercise Notice to the Chief Executive Officer and/or Chief Financial Officer of the Company accompanied by payment in full of the applicable Exercise Price and any Applicable Withholding Taxes. The Exercise Price and any Applicable Withholding Taxes may be paid by wire transfer, electronic funds transfer, certified cheque, bank draft or money order payable to the Company.

4.6 Issue of Shares

No Shares will be issued or transferred until full payment of the Exercise Price therefor and any Applicable Withholding Taxes have been received by the Company and all conditions to the issue of the Shares have been met. As soon as practicable after receipt of any Exercise Notice and full payment of the Exercise Price and the satisfaction of all conditions to the issue of the Shares, the Company will deliver to the Participant a certificate or certificates representing the acquired Shares.

4.7 Conditions to Delivery of Shares

The Company's obligation to issue and deliver Shares upon the exercise of any Option is subject to:

(a) the satisfaction of all requirements under applicable laws in respect thereof and obtaining all approvals the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof, including shareholder approval, if required; and

(b) if such Shares are listed on any stock exchange or quotation market in Canada, compliance with the requirements of such stock exchanges or quotation markets.

4.8 Extension of Options that Expire During a Blackout Period

If an Option would otherwise expire during a Blackout Period, the term of such Option shall automatically be extended until ten (10) Business Days after the end of the Blackout Period.

4.9 Effect of Exercise

A Participant shall have no further rights, title or interest with respect to any Option that has been exercised.

5 Restricted Share Units

5.1 Grant of RSUs

The Board may, in its discretion, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant RSUs to any Participant, and the Participant shall execute an RSU Agreement. Each RSU will consist of a right to receive a Share, cash payment or a combination thereof (as provided in Section 5.4(a)), upon the settlement of such RSU.

5.2 Number of RSUs

(a) Each RSU Award Agreement shall set forth the type and Award Date of the Share Units evidenced thereby, the number of RSUs subject to such Award, the applicable Vesting conditions, and the applicable Vesting Period(s) and may specify such other terms and conditions consistent with the terms of the Plan as the Board shall determine or as shall be required under any other provision of the Plan.

(b) No RSU may Vest before the date that is one year from the date of grant of such RSU.

(c) The number of RSUs, including fractional RSUs, granted at any particular time pursuant to this Section 5 will be calculated by dividing (i) the amount payment that is to be paid in RSUs, as determined by the Board, by (ii) the greater of (A) the Market Value of a Share on the Award Date; and (B) such amount as determined by the Board in its discretion.

(d) One (1) RSU is equivalent to one (1) Share.

5.3 RSU Accounts

An account, called a "**RSU Account**", shall be maintained by a Participating Entity for each Participant and will be credited with such notional grants of Share Units as are received by a Participant from time to time. RSUs that fail to Vest in a Participant, or that are paid out to the Participant, shall be cancelled and shall cease to be recorded in the Participant's RSU Account as of the date on which such RSUs are forfeited or cancelled under the Plan or are paid out, as the case may be.

5.4 Settlement of RSUs

(a) Except as otherwise provided in an Award Agreement:

(i) all of the Vested RSUs covered by a particular grant and related RSUs may be settled on the first Business Day following their Vesting Date (the "**RSU Settlement Date**");

(ii) for any Participant which is a U.S. Participant, the RSU Settlement Date shall occur, in all events, no later than the 15th day of the third month following the month in which their Vesting Date occurs;

(iii) ~~(ii)~~ the Company is entitled to deliver to the Participant, within ten (10) Business Days following the RSU Settlement Date, a Share Unit Settlement Notice providing for the method of settlement for the Share Units in respect of any or all Vested Share Units held by the Participant; and

(iv) ~~(iii)~~ in the Share Unit Settlement Notice, the Company will elect, at the Board's discretion, including with respect to any fractional Share Units, to settle Vested Share Units for their cash equivalent (determined in accordance with Section 5.5(a)), Shares (determined in accordance with Section 5.5(b)) or a combination thereof; provided, however, that the Company shall at all relevant times reserve the right to modify the method of settlement (even if a Share Unit Settlement Notice has already been delivered to the Participant).

(b) Except as otherwise provided in an Award Agreement, subject to Section 5.4(c), settlement of Share Units shall take place promptly following delivery of a Share Unit Settlement Notice and take the form set out in the Share Unit Settlement Notice (unless otherwise modified by the Company) through:

(i) in the case of settlement of RSUs for their cash equivalent, delivery of the cash equivalent to the Participant;

(ii) in the case of settlement of RSUs for Shares, delivery of a share certificate to the Participant or the entry of the Participant's name on the share register for the Shares; or

(iii) in the case of a settlement of RSUs for a combination of Shares and cash, a combination of (i) and (ii) above.

Subject to the paragraph below, if a RSU would otherwise expire during a Blackout Period, the term of such RSU shall automatically be extended until ten (10) Business Days after the end of the Blackout Period.

Notwithstanding any other provision of the Plan, in no event will the RSU Settlement Date (and any subsequent payment with respect thereof) for any RSU granted hereunder be made later than the end of the third calendar year after the first year of a Participant's services in respect of which the RSUs were granted or credited, and any RSUs that have not settled and been paid by such date will automatically expire or will accelerate and be settled and paid out by such date, at the discretion of the Board, subject to the Company's compliance with Policy 4.4.

(c) Except as otherwise provided in an Award Agreement, if a Share Unit Settlement Notice is not received by a Participant in respect of his or her RSUs within 10 Business Days following the RSU Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 5.5(b).

5.5 Determination of Amounts

(a) For the purposes of determining the cash equivalent of RSUs to be made pursuant to Section 5.4(b)(i) or Section 5.4(b)(iii), such calculation will be made on the RSU Settlement Date based on the Market Value on the RSU Settlement Date multiplied by the number of Vested Share Units in the Participant's RSU Account which the Company desires to settle in cash pursuant to the Share Unit Settlement Notice.

(b) For the purposes of determining the number of Shares from treasury to be issued and delivered to a Participant upon settlement of RSUs pursuant to Section 5.4(b)(ii) or Section 5.4(b)(iii), such calculation will be made on the RSU Settlement Date based on the whole number of Shares equal to the whole number of Vested Share Units then recorded in the RSU Account which the Company desires to settle pursuant to the Share Unit Settlement Notice. Shares issued from treasury will be issued in consideration for the past services of the Participant and the entitlement of the Participant under the Plan shall be satisfied in full by such issuance of Shares. If applicable, the Company shall also make a cash payment to the Participant with respect to the value of fractional Share Units standing to the Participant's credit after the maximum number of whole Shares have been issued by the Company, calculated by multiplying (i) the number of such fractional RSUs by (ii) the Market Value on the RSU Settlement Date.

6 Performance Share Units

6.1 Grant of PSUs

The Board may, in its discretion, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant PSUs to any Participant, and the Participant shall execute a PSU Agreement. Each PSU will consist of a right to receive a Share, cash payment or a combination thereof (as provided in Section 6.6(a)), upon the achievement of such Performance Goals during such Performance Periods as the Board shall establish.

6.2 Number and Type of Share Units

(a) Each Award Agreement shall set forth the type and Award Date of the PSUs evidenced thereby, the number of PSUs subject to such Award, the applicable Vesting conditions including the Performance Goals to be achieved during any Performance Period, the length of any Performance Period, and the applicable Vesting Period(s) and may specify such other terms and conditions consistent with the terms of the Plan as the Board shall determine or as shall be required under any other provision of the Plan.

(b) No PSU may Vest before the date that is one year from the date of grant of such PSU.

(c) PSUs that are subject to Performance Goals and may become Vested PSUs based on a multiplier, which may be greater or less than 100%, subject to such percentage being no greater than 200%.

6.3 PSU Account

An account, called a "**PSU Account**", shall be maintained by a Participating Entity for each Participant and will be credited with such notional grants of PSUs as are received by a Participant from time to time. PSUs that fail to Vest in a Participant, or that are paid out to the Participant, shall be cancelled and shall cease to be recorded in the Participant's PSU Account as of the date on which such PSUs are forfeited or cancelled under the Plan or are paid out, as the case may be.

6.4 Performance Goals

The Board will issue Performance Goals prior to the Award Date of Grant to which such Performance Goals pertain. The Performance Goals may be based upon the achievement of corporate, divisional, cluster or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Board. The Board may modify the Performance Goals as necessary to align them with the Company's corporate objectives, subject to any limitations set forth in an Award Agreement or an employment or other agreement with a Participant. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur) ("**Target Performance**"), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur), all as set forth in the applicable Award Agreement.

6.5 Settlement of PSUs

(a) Except as otherwise provided in an Award Agreement:

(i) all of the Vested PSUs covered by a particular grant and related Share Units may be settled on the first Business Day following their Vesting Date (the "**PSU Settlement Date**");

(ii) for any Participant which is a U.S. Participant, the PSU Settlement Date shall occur, in all events, no later than the 15th day of the third month following the month in which their Vesting Date occurs;

(iii) ~~(ii)~~ the Company is entitled to deliver to the Participant, within ten (10) Business Days following the PSU Settlement Date, a Share Unit Settlement Notice providing for the method of settlement for the PSUs in respect of any or all Vested Share Units held by the Participant; and

(iv) ~~(iii)~~ in the Share Unit Settlement Notice, the Company will elect, at the Board's discretion, including with respect to any fractional PSUs, to settle Vested Share Units for their cash equivalent (determined in accordance with Section 6.6(a)), Shares (determined in accordance with Section 6.6(b)) or a combination thereof; provided, however, that the Company (i) shall ensure that the issuance of any Share be within the limits set forth in Section 3.8, and (ii) shall at all relevant times reserve the right to modify the method of settlement (even if a Share Unit Settlement Notice has already been delivered to the Participant).

(b) Except as otherwise provided in an Award Agreement, subject to Section 6.5(c), settlement of PSUs shall take place promptly following delivery of a Share Unit Settlement Notice and take the form set out in the Share Unit Settlement Notice (unless otherwise modified by the Company) through:

(i) in the case of settlement of PSUs for their cash equivalent, delivery of the cash equivalent to the Participant;

(ii) in the case of settlement of PSUs for Shares, delivery of a share certificate to the Participant or the entry of the Participant's name on the share register for the Shares; or

(iii) in the case of a settlement of PSUs for a combination of Shares and cash, a combination of (i) and (ii) above.

Subject to the paragraph below, if a PSUs would otherwise expire during a Blackout Period, the term of such Share Unit shall automatically be extended until ten (10) Business Days after the end of the Blackout Period.

Notwithstanding any other provision of the Plan, in no event will the PSU Settlement Date (and any subsequent payment with respect thereof) for any PSUs granted hereunder be made later than the end of the third calendar year after the first year of a Participant's services in respect of which the PSUs were granted or credited, and any PSUs that have not settled and been paid by such date will automatically expire or will accelerate and be settled and paid out by such date, at the discretion of the Board, subject to the Company's compliance with Policy 4.4.

(c) Except as otherwise provided in an Award Agreement, if a Share Unit Settlement Notice is not received by a Participant in respect of his or her PSUs within 10 Business Days following the PSU Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 6.6(b).

6.6 Determination of Amounts

(a) For the purposes of determining the cash equivalent of PSUs to be made pursuant to Section 6.5(b)(i) or Section 6.5(b)(iii), such calculation will be made on the PSU Settlement Date based on the Market Value on the PSU Settlement Date multiplied by the number of Vested Share Units in the Participant's PSU Account which the Company desires to settle in cash pursuant to the Share Unit Settlement Notice.

(b) For the purposes of determining the number of Shares from treasury to be issued and delivered to a Participant upon settlement of PSUs pursuant to Section 6.5(b)(ii) or Section 6.5(b)(iii), such calculation will be made on the PSU Settlement Date based on the whole number of Shares equal to the whole number of Vested Share Units then recorded in the PSU Account which the Company desires to settle pursuant to the Share Unit Settlement Notice. Shares issued from treasury will be issued in consideration for the past services of the Participant and the entitlement of the Participant under the Plan shall be satisfied in full by such issuance of Shares. If applicable, the Company shall also make a cash payment to the Participant with respect to the value of fractional Share Units standing to the Participant's credit after the maximum number of whole Shares have been issued by the Company, calculated by multiplying (i) the number of such fractional Share Units by (ii) the Market Value on the PSU Settlement Date.

7 Claw-Back Provisions

If the Board determines that a Participant : (i) engaged in an act of embezzlement, fraud, breach of fiduciary duty or any other misconduct which constitutes Cause for dismissal during the Participant's employment or engagement that significantly contributed to an obligation to restate the Corporation's financial statements (whether required by law, accounting principles, regulatory policy or settlement with regulators having jurisdiction over the Company); or (ii) violated a noncompetition, non-solicitation, non-disparagement, confidentiality or other restrictive covenant by which the Participant is bound, that Participant may, subject to the approval of the TSXV, be required to return any outstanding unexercised or unredeemed Awards for cancellation, and repay the proceeds resulting from any sale or other disposition of Shares issued or issuable upon redemption or exercise of an Award or any cash received on redemption of an Award, if the sale, disposition or receipt of cash occurred during the three year period following the first public issuance or filing with the applicable securities commissions or similar regulatory authorities of the financial statements required to be restated. The term "proceeds" means, with respect to any sale or other disposition of Shares issued or issuable upon exercise or redemption of an Award, an amount determined appropriate (on an "after-tax" basis taking into account any tax recoupment possible after the claw-back) by the Board to reflect the effect of the restatement on the Company's financial statements, up to:

(a) the amount equal to the number of Shares sold or disposed of multiplied by the difference between the Market Value per Share the time of such sale or disposition and the Exercise Price; or

(b) in the case of a redemption for cash, the total amount received by the Participant in cash.

The Board may, in determining the appropriate amount of the claw-back referred to above, take into account penalties or punishments imposed by third parties, such as law enforcement agencies, regulators or other authorities. The Board's power to determine the appropriate punishment for the Participant is in addition to, and not in replacement of, any remedies which may be imposed by such entities and any other remedies available to the Company or its subsidiaries. The amounts which may be clawed-back under this Section 7 are a reasonable pre-estimate of the damages which would be suffered by the Company in the event of the misconduct described above by a Participant and shall not be construed as a penalty. If any court or arbitrator determines that any provision contained in this Section 7 is unenforceable because of the duration of the provision or for any other reason, the duration or scope of the provision, as the case may be, shall be reduced so that the provision becomes enforceable and, in its reduced form, the provision shall then be enforceable and shall be enforced.

8 Deferred Share Units

8.1 Grant of Deferred Share Units

Subject to this Section 8, the Board may recommend the grant of, from time to time, Deferred Share Units to a DSU Participant. The grant of a Deferred Share Unit shall be evidenced by a DSU Agreement, signed on behalf of the Company. The Company shall maintain a notional account for each DSU Participant, in which shall be recorded the number of Deferred Share Units granted or credited to such DSU Participant. The grant of a Deferred Share Unit to a DSU Participant, or the settlement of a Deferred Share Unit, under the Plan shall neither entitle each DSU Participant to receive nor preclude such DSU Participant from receiving subsequently granted Deferred Share Units.

8.2 Equivalence

One (1) Deferred Share Unit is equivalent to one (1) Share. Fractional Deferred Share Units are permitted under the Plan.

8.3 Election Notice; Elected Amount.

(a) Subject to Board approval, a DSU Participant may elect by filing a DSU Election Notice, once each fiscal year, to be paid up to one hundred percent (100%) of his or her Annual Board Retainer in the form of Deferred Share Units (the "**Elected Amount**"), with the balance being paid in cash in accordance with the Company's regular practices of paying such cash compensation. In the case of an existing DSU Participant, the election must be completed, signed and delivered to the Company by the end of the fiscal year preceding the fiscal year to which such election is to apply. In the case of a Participant which is a U.S. Participant, the election must be irrevocable for the tax year to which such election applies, unless such election can be modified or amended in accordance with United States Treas. Reg. § 1.409A-2(b) . In the case of a new DSU Participant, the election must be completed, signed and delivered to the Company as soon as possible, and, in any event, no later than 30 days, after the director's appointment, with such election to be effective on the first day of the fiscal quarter of the Company next following the date of the Company's receipt of the election until the final day of such fiscal year. For the first year of the Plan, DSU Participants must make such election as soon as possible, and, in any event, no later than 30 days, after adoption of the Plan and the election shall be effective on the first day of the fiscal quarter of the Company next following the date of the Company's receipt of the election until the final day of such fiscal year. If no election is made in respect of a particular fiscal year, the new or existing DSU Participant will be paid in cash in accordance with the Company's regular practices of paying such cash compensation.

(b) The DSU Election Notice shall, subject to any minimum amount that may be required by the Board, from time to time, designate the percentage of the Annual Board Retainer for the applicable fiscal year that is to be deferred into Deferred Share Units, with the remaining percentage to be paid in cash in accordance with the Company's regular practices of paying such cash compensation.

(c) In the absence of a designation to the contrary (including delivery of a DSU Election Notice by a DSU Participant requesting that a greater or lesser percentage of his or her Annual Board Retainer be payable in the form of Deferred Share Units relative to the percentage previously elected by such DSU Participant), the DSU Participant's Election Notice shall remain in effect unless otherwise terminated.

8.4 Termination Right

(a) Each DSU Participant is entitled to terminate his or her DSU Election Notice by filing with the Chief Financial Officer of the Company, or such other officer of the Company designated by the Board, a notice electing to terminate the receipt of additional Deferred Share Units in substantially the form of Schedule "I" attached hereto (a "**Termination Notice**"). ~~Such~~For DSU Participants which are not U.S. Participants, such Termination Notice shall be effective as of the date received by the Company. For DSU Participants which are U.S. Participants, such Termination Notice shall be effective as of the first day of the Company's next tax year beginning after the date on which the Termination Notice is executed by the DSU Participant or, if different, the first day such Termination Notice complies with Section 409A of the IRC.

(b) Thereafter, any portion of such DSU Participant's Annual Board Retainer payable, and subject to compliance with Section 8.3, all subsequent Annual Board Retainers shall be paid in cash in accordance with the Company's regular practices of paying such cash compensation.

8.5 Calculation

The number of Deferred Share Units (including fractional Deferred Share Units) granted at any particular time pursuant to the Plan will be calculated by: (a) in the case of an Elected Amount, by dividing (i) the dollar amount of the Elected Amount allocated to the DSU Participant by (ii) the Market Value of a Share on the applicable Award Date; or (b) in the case of a grant of Deferred Share Units pursuant to Section 8.1, by dividing (i) the dollar amount of such grant by (ii) the Market Value of a Share on the date of grant.

8.6 Vesting

(a) All Deferred Share Units recorded in a DSU Participant's Deferred Share Unit notional account shall vest on the DSU Termination Date, unless otherwise determined by the Board at its discretion, in compliance with Section 10.10(h) and subject to the Company's compliance with Policy 4.4; provided, however, that no DSU shall vest before the date that is one year following the date of grant of such DSU.

8.7 Settlement in respect of Deferred Share Units

(a) In respect of an award of Deferred Share Units granted to a DSU Participant, settlement shall be as soon as practicable following the DSU Termination Date and no later than the DSU Payment Date.

(b) Within ten (10) Business Days following the DSU Termination Date, the Company shall deliver to the DSU Participant (or where the DSU Participant has died, the legal representative of the DSU Participant) a DSU Settlement Notice providing for the method of settlement for the Deferred Share Units in respect of all Deferred Share Units held by the DSU Participant.

(c) In the DSU Settlement Notice, the Company will elect, in the Board's discretion, including with respect to any fractional Deferred Share Units, to settle the Deferred Share Units for their cash equivalent (determined in accordance with Section 8.7(a)), Shares (determined in accordance with Section 8.7(b)) or a combination thereof; provided, however, that the Company shall at all relevant times reserve the right to modify the method of settlement (even if a DSU Settlement Notice has already been delivered to the DSU Participant).

(d) Except as otherwise provided in an Award Agreement, subject to Section 8.7, settlement of Deferred Share Units shall take place promptly following deliver of a DSU Settlement Notice and take the form set out in the DSU Settlement Notice (unless otherwise modified by the Company) through:

  (i) in the case of settlement of Deferred Share Units for their cash equivalent, delivery of the cash equivalent to the DSU Participant;

  (ii) in the case of the settlement of Deferred Share Units for Shares, delivery of a share certificate to the DSU Participant or the entry of the DSU Participant's name on the share register for the Shares; or

  (iii) in the case of a settlement of Deferred Share Units for a combination of Shares and cash, a combination of (i) and (ii) above.

(e) If a DSU Settlement Notice is not received by a DSU Participant in respect of his or her Deferred Share Units within ten (10) Business Days following the DSU Termination Date, settlement shall take the form of Shares issued from treasury as set out in Section 8.7(b).

8.8 Determination of Amounts

(a) For a cash settlement, for purposes of determining the aggregate Market Value of the Shares which would otherwise be issuable in settlement of such DSUs, such calculation will be made based on the Market Value on the DSU Termination Date multiplied by the number of Deferred Share Units in the Participant's Deferred Share Unit notional account as of the DSU Termination Date.

(b) For the purposes of determining the number of Shares to be issued from treasury and delivered to a DSU Participant upon settlement of Deferred Share Units, such calculation will be made on the DSU Termination Date, or if the DSU Termination Date is not a Business Day, on the next such Business Day, based on the whole number of Shares equal to the whole number of Deferred Share Units then recorded in the Participant's Deferred Share Unit notional account. Shares issued from treasury will be issued in consideration for the past services of the DSU Participant to the Company and the entitlement of the DSU Participant under the Plan shall be satisfied in full by such issuance of Shares. If applicable, the Company shall also make a cash payment to the DSU Participant with respect to the value of fractional Deferred Share Units standing to the DSU Participant's credit after the maximum number of whole Shares have been issued by the Company, calculated by multiplying (i) the number of such fractional Deferred Share Units by (ii) the Market Value on the DSU Termination Date.

9 Termination of Employment or Tenure

9.1 Resignation

If a Participant resigns from employment or as a director or Consultant with a Participating Entity, the Participant shall forfeit all rights, title and interest in the Participant's Awards which are not Vested on the date the notice of resignation is delivered to the Company. The Participant may exercise the Participant's Options which are Vested on the date the notice of resignation is delivered to the Company until the earlier of: (i) the end of the Exercise Period; and (ii) 30 days after the date the notice of resignation is delivered to the Company, after which time all Options expire.

9.2 Termination for Cause

If a Participant's employment is terminated by a Participating Entity for Cause or the Participant ceases to be a director or Consultant on a similar basis, the Participant shall forfeit all rights, title and interest in all the Participant's Awards, whether Vested or not Vested at the Termination Date.

9.3 Retirement, Death, Disability and Disposition of a Participating Entity

If a Participant's employment or other position with a Participating Entity ceases because of the death, Disability or Retirement of the Participant, or because the Person which employs the Participant or to which the Participant is a director or Consultant, ceases to be a Participating Entity:

(a) all of the Options that would Vest in the one year period following the Termination Date will vest immediately prior to the Termination Date;

(b) if a Participant's RSUs have not Vested, subject to the Board's approval, a pro rata portion of the Participant's RSUs that are scheduled to Vest on the next scheduled Vesting Date set forth in the RSU Agreement for such RSUs will Vest, based on the number of days that have elapsed between the Award Date and the Termination Date, and such RSUs will be settled in accordance with the provisions of Section 5 on the next scheduled Vesting Date set forth in the RSU Agreement;

(c) if a Participant's PSUs have not Vested, any PSUs standing to the credit of such Participant shall continue to Vest (and be settled) in the normal course for a period of ninety (90) days extending from the end of the fiscal year in which the Termination Date occurs (the "**90 Day Period**"). Subject to the Board's approval, any PSUs which do not Vest in the normal course during the 90 Day Period shall Vest pro rata upon the Termination Date to take into account only the period that has elapsed between the Award Date and the Termination Date, provided the Performance Goals are satisfied in respect of the applicable Performance Period in which the Termination Date occurs; and

(d) any such Vested Option, RSU or PSU may be exercised by the Participant (or, where the Participant has died, his or her legal representatives), provided that such Option, RSU or PSU shall in no event expire later than the earlier of (i) one (1) year following the Termination Date, and (ii) the expiry date of such Option, RSU or PSU, as the case may be.

9.4 Termination without Cause

If a Participant's employment is terminated without Cause, the Participant resigns because he or she has been constructively dismissed, or the Participant ceases to be a director or Consultant on a similar basis then:

(a) all of the Participant's Options which are Vested on the Termination Date may be exercised until the earlier of the Expiry Date or 90 days after the Termination Date, after which time all Options expire;

(b) a Participant's RSUs that have not Vested shall Vest in accordance with Section 9.4(b), provided that such RSUs shall in no event be settled later than the earlier of (i) one (1) year following the Termination Date, and (ii) the expiry date of such RSUs; and

(c) a Participant's PSUs that have not Vested shall Vest in accordance with Section 9.4(c), provided that such PSUs shall in no event be settled later than the earlier of (i) one (1) year following the Termination Date, and (ii) the expiry date of such PSUs.

For purposes of the foregoing, a Participant which is a U.S. Participant shall only be treated as "constructively dismissed" (or terminated on a similar basis) if such Participant's separation from service is for "good reason," as described in Treas. Reg. § 1.409A-1(n)(2)(ii).

9.5 Discretion to Permit Exercise

Subject to applicable laws, the Board may, in its discretion, at any time permit the exercise of any or all Options held by the Participant or by the Participant's estate, as the case may be, in the manner and on the terms authorized by the Board in its discretion, provided that the Board may not, in any case, authorize the exercise of an Option pursuant to this Section beyond the expiration of the Exercise Period of the particular Option.

9.6 Unexercisable Options

Except in connection with the death, Disability or Retirement of a Participant or because the Person which employs the Participant or to which the Participant is a director or Consultant, ceases to be a Participating Entity as provided for in Section 9.3, any Options held by the Participant that were not exercisable or Vested at the Termination Date shall immediately expire and be cancelled on such date, provided, however, that the Board may, in its absolute discretion, upon granting Options under this Plan specify: (i) subject to Section 4.2 and Policy 4.4, different time periods during which an Option is exercisable following the Termination Date; (ii) subject to Section 4.2 and Policy 4.4, different time periods within which an Option will terminate if a Participant ceases to be a Director, Officer, employee, or Consultant of the Company, and (iii) subject to the provisions of this Plan and Policy 4.4, designate different exercise prices and vesting provisions with respect to an Option.

9.7 Leave of Absence

For the purposes of the Plan, a Participant who is granted in writing a leave of absence or who is entitled to a statutory leave of absence shall be deemed to have remained in the employ of the Company or the applicable Participating Entity, as applicable, during such leave of absence.

9.8 No Entitlement to Damages

A Participant shall have no entitlement to damages or other compensation arising from or related to not receiving a grant of Options, RSUs, PSUs or Shares which would have been made to the Participant or which would have Vested after the Participant's termination date. However, nothing herein is intended to limit any statutory entitlements on termination and such statutory entitlements shall, if required, apply despite this language to the contrary.

10 General

10.1 General

The provisions contained in the Plan and any Award Agreement and the existence of any Awards shall not affect in any way the right of the Company or its shareholders or affiliates to take any action, including any change in the Company's capital structure or its business, or any acquisition, disposition, amalgamation, combination, merger or consolidation, or the creation or issuance of any bonds, debentures, shares or other securities of the Company or of an affiliate thereof or the determination of the rights and conditions attaching thereto, or the dissolution or liquidation of the Company or of any of its affiliates or any sale or transfer of all or any part of their respective assets or businesses or ceasing to be a reporting issuer or to be listed on any stock exchange, whether or not any such corporate action or proceeding would have an adverse effect on the Plan or any Awards granted hereunder.

10.2 Reorganization of the Company's Capital

If the Company effects a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of an ordinary cash dividend), or if any other change is made in the capitalization of the Company that, in the opinion of the Board, would warrant the amendment or replacement of any existing Awards in order to adjust:

(a) the number of Shares that may be acquired on the exercise of any outstanding Options;

(b) the Exercise Price of any outstanding Options; or

(c) the number of Share Units or DSUs in the Participant's Share Unit account or notional account, as applicable,

in order to preserve proportionately the rights and obligations of the Participants, the Board will authorize such steps to be taken as may be equitable and appropriate to that end as determined by the Board in its discretion, subject to (i) the limits set forth in Section 3.8, (ii) the Company's compliance with Policy 4.4, and (iii) the Board's capacity to elect to effect such adjustment through payments in cash in lieu of adjusting the number of Shares or the number of Share Units or DSUs in the Participant's Share Unit account or notional account, as applicable. Notwithstanding the foregoing, any adjustment made by the Company as set forth in this Section 10.2, except for such adjustment made in connection with a subdivision or consolidation of Shares, shall be subject to the approval of the TSXV.

10.3 Other Events Affecting the Company

In the event of an amalgamation, arrangement, combination, spin-off or other reorganization or any other corporate transaction having a similar effect involving the Company that, in the opinion of the Board, warrants the amendment or replacement of any existing Awards in order to adjust:

(a) the number of Shares that may be acquired on the exercise of any outstanding Options;

(b) the Exercise Price of any outstanding Options;

(c) the number of Share Units or DSUs in the Participant's Share Unit account or notional account, as applicable; or

(d) the kind of shares covered by outstanding Awards,

in order to preserve proportionately the rights and obligations of the Participants, the Board will authorize such steps to be taken as may be equitable and appropriate to that end as determined by the Board in its discretion. Notwithstanding the foregoing, any adjustment made by the Company as set forth in this Section 10.3 shall be subject to the approval of the TSXV.

10.4 Immediate Exercise of Awards

Where the Board determines that the steps provided in Section 10.2 and Section 10.3 would not preserve proportionately the rights and obligations of the Participants in the circumstances or the Board otherwise determines that it is appropriate, subject to the Company's compliance with Policy 4.4 and the approval of the TSXV, the Board may permit the Vesting and exercise, as applicable, effective no later than the Business Day immediately prior to the date on which the event referenced in Section 10.2 or Section 10.3, as applicable, is consummated, of any outstanding Awards that are not then otherwise Vested and the cancellation of any outstanding Options which are not exercised within any specified period.

10.5 Change of Control

In the event of a Change of Control, the Board may accelerate the expiry of Options granted under the Plan to the Business Day immediately following the date on which such Change of Control is consummated, provided that:

(a) the Board accelerates the Vesting of the Options prior to the date on which the Change of Control is consummated;

(b) the Company gives notice of the accelerated Vesting and expiry to all Participants not less than ten (10) Business Days prior to the date of consummation of the Change of Control;

(c) the acceleration of the Vesting of Options held by Persons retained to provide Investor Relations Activities shall be subject to the approval of the TSXV; and

(d) any acceleration shall be subject to the Company's compliance with Policy 4.4.

In the event of a Change of Control, the Board shall have the authority to take all necessary steps so as to ensure the preservation of the economic interests of the Participants in, and to prevent the dilution or enlargement of, any RSUs, PSUs or DSUs, including: (i) ensuring that the Company or any entity which is or would be the successor to the Company or which may issue securities in exchange for Shares upon the Change of Control becoming effective will provide each Participant with new or replacement or amended RSUs, PSUs or DSUs, as the case may be, which will continue to Vest following the Change of Control on similar terms and conditions as provided in the Plan; (ii) causing all or a portion of the outstanding Share Units to Vest immediately prior to the Change of Control; or (ii) any combination of the above.

In addition, in the event of a Change of Control, for each Option with an Exercise Price greater than the consideration offered in connection with any such transaction, the Board may in its discretion elect to cancel such Option without any payment to the Participant holding such Option.

10.6 Fractional Shares

No fractional Shares will be issued on the exercise of an Option or the settlement of a Share Unit. Accordingly, if as a result of any adjustment to either the Exercise Price or the number of Shares issuable on exercise of an Option is made pursuant to the Plan, or to the number of Share Units in the Participant's Share Unit account, the Participant would become entitled to receive a fractional Share on the exercise of an Option or the settlement of a Share Unit, the Participant has the right to acquire only the number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares so disregarded.

10.7 Legal Requirement

The Company is not obligated to grant any Awards, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Board, in its discretion, such action would constitute a violation by a Participant or the Company of any provision of any applicable statutory or regulatory requirement of any government or governmental authority. No Award will be granted, and no Shares will be issued under the Plan, where such grant or issue would require registration of the Plan or of the Awards or Shares under the securities laws of any foreign jurisdiction, and any purported grant of any Award or purported issue of any Shares under the Plan in violation of this provision is void. Shares issued to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws.

10.8 Participant's Entitlement

Except as otherwise provided in the Plan, Awards previously granted under the Plan, whether or not then exercisable, are not affected by any change in the relationship between or ownership of the Company and an affiliate.

10.9 Rights of Participant

The granting of any Award is not to be construed as giving a Participant a right to remain in the employ of the Company or a Participating Entity nor to continue to serve as a director or Consultant.

10.10 Amendment or Discontinuance

(a) In addition to any other rights provided in the Plan, but subject to Sections 10.10(b) and 10.10(c) and the approval of the TSXV and the shareholders of the Company, where applicable, the Board may: (i) amend, suspend or terminate the Plan or any portion thereof at any time and without notice to or approval from any Participant; or (ii) amend or modify any outstanding Award in any manner to the extent that the Board would have had the initial authority to grant the Award as so modified or amended, whereupon the Plan shall be amended or discontinued, as appropriate, in the manner and to the extent required by applicable laws and other rules and regulations.

(b) The Board shall not take any action pursuant to Section 10.10(a) that would adversely affect or alter the rights of a Participant in relation to a previously granted Award in a material manner, unless: (i) such action is permitted by the Plan or the Award Agreement relating to such Award; or (ii) the prior consent of the affected Participant is obtained, and provided that such action is taken in accordance with applicable law and subject to any required regulatory approval, including approval from any stock exchange upon which the Shares are then listed and shareholder approval. Solely with respect to U.S. Participants, no Award may be amended by the Board pursuant to Section 10.10(a) if such amendment violates, or triggers excise taxes under, Section 409A of the IRC.

(c) Subject to Section 10.10(f), the Board may from time to time, in its discretion and without approval of the shareholders of the Company, make changes to the Plan or any Award that do not require the approval of shareholders under Sections 10.10(d) and 10.10(e), which may include but are not limited to:

  (i) any amendment of a "housekeeping" nature, including those made to clarify the meaning of an existing provision of the Plan or any agreement, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan or any agreement, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan; or

  (ii) an amendment of the Plan or an Award as necessary to comply with applicable law or the requirements of any stock exchange upon which the securities of the Company are then listed or any other regulatory body having authority over the Company, the Plan, Participants or the shareholders of the Company.

(d) Notwithstanding the foregoing or any other provision of the Plan, the approval of the shareholders of the Company is required for the following amendments to the Plan:

(i) any increase in the maximum number of Shares that may be issuable pursuant to Awards granted under the Plan;

(ii) any increase in the maximum number of Awards that may be issuable to Insiders of the Company and associates of such Insiders at any time; and

(iii) any amendment to Section 10.10(c) and this Section 10.10(d) of the Plan.

(e) Notwithstanding the foregoing or any other provision of the Plan, the approval of the disinterested shareholders of the Company is required for the following amendments:

(i) any reduction in the Exercise Price of an Option benefitting an Insider of the Company;

(ii) any extension of the Expiry Date of an Award benefitting an Insider of the Company, except in the case of an extension due to a Blackout Period; and

(iii) any amendment to this Section 10.10(e) of the Plan.

(f) Notwithstanding anything contained herein to the contrary, no amendment to the Plan shall become effective until the approval of the TSXV is obtained.

(g) If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan, will continue in effect as long as any Awards or any rights pursuant thereto remain outstanding.

(h) No amendment to the Plan shall be made which would cause the Plan, in respect of Deferred Shares Units, to cease to be a plan described in regulation 6801(d) of the *Income Tax Act* (Canada) or any successor to such provision.

10.11 Severability

If any provision of the Plan or any Award Agreement is determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions are severable and enforceable in accordance with their terms, and all provisions will remain enforceable in any other jurisdiction.

10.12 General Restrictions and Assignment

Except as required by law, no Awards or any rights of a Participant under the Plan may be anticipated, assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and no such Awards or rights are capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

Subject to the approval of the Board or the Committee, a Participant that is an individual may elect, at any time, to participate in the Plan by holding any Award granted under the Plan in a registered retirement savings plan established by such Participant for the sole benefit of such Participant or in a personal holding company controlled by such Participant. For the purposes of this Section 10.12, a personal holding corporation shall be deemed to be controlled by a

Participant if: (i) voting securities carrying more than 50% of the votes for the election of directors of such corporation are held, otherwise than by way of security only, by or for the benefit of such Participant and the votes carried by such voting securities are entitled, if exercised, to elect a majority of the board of directors of such corporation; and (ii) all of the equity securities of such corporation are directly or indirectly held, otherwise than by way of security only, by or for the benefit of such Participant and/or his or her spouse, children or grandchildren. In the event that a Participant elects to hold the Award granted under the Plan in a registered retirement savings plan or personal holding corporation, the provisions of the Plan shall continue to apply as if the Participant held such Award directly.

10.13 Market Fluctuations

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

The Company makes no representations or warranties to Participants with respect to the Plan or the Awards whatsoever. Participants are expressly advised that the value of any Awards will fluctuate as the trading price of the Shares fluctuates.

In seeking the benefits of participation in the Plan, a Participant agrees to exclusively accept all risks associated with a decline in the market price of the Shares and all other risks associated with the Awards.

10.14 No Shareholder Rights

Under no circumstances shall Awards be considered Shares or other securities of the Company, nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Company, nor shall any Participant be considered the owner of Shares by virtue of the grant of Awards.

10.15 Unfunded and Unsecured Plan

The Plan shall be unfunded and the Company will not secure its obligations under the Plan. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under the Plan, such rights shall be no greater than the rights of an unsecured creditor of the Company.

10.16 Non-Exclusivity

Nothing contained in the Plan prevents the Board from adopting other or additional compensation arrangements for the benefit of any Participant, subject to any required regulatory or shareholder approval.

10.17 Other Employee Benefits

The amount of any compensation deemed to be received by a Participant as a result of the exercise of an Option or the settlement of an RSU or PSU will not constitute compensation with respect to which any other employee benefits of that Participant are determined including benefits under any bonus, pension, profit-sharing, insurance or salary continuation plan, except as otherwise specifically determined by the Board in writing.

10.18 Tax Consequences

It is the responsibility of the Participant to complete and file any tax returns and pay all taxes that may be required under Canadian or other tax laws within the periods specified in those laws as a result of the Participant's participation in the Plan. No Participating Entity shall be held responsible for any tax consequences to a Participant as a result of the Participant's participation in the Plan.

10.19 Compliance with U.S. Tax Laws

The provisions of this Section 10.19 shall apply solely to U.S. Participants.

The Plan is intended to comply with all tax laws of the United States of America, including Section 409A of the IRC, to the extent subject thereto. Accordingly, to the maximum extent permitted, the Plan shall be interpreted and administered to be in compliance therewith.

Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A of the IRC shall not be treated as deferred compensation unless applicable laws require otherwise. Notwithstanding anything to the contrary in the Plan, to the extent required to avoid accelerated taxation and tax penalties under Section 409A of the IRC, amounts that would otherwise be payable and benefits that would otherwise be provided under the Plan to a U.S. Participant who is a "specified employee" (as defined in Treas. Reg. § 1.409A-1(i)) during the six (6) month period immediately following such U.S. Participant's separation from service shall instead be paid on the first payroll date after the six-month anniversary of the U.S. Participant's separation from service (or the Participant's death, if earlier).

U.S. Participants may file a Section 83(b) election, substantially in the form attached as Schedule "J" hereto, in connection with any Award under the Plan, provided such election is filed within thirty (30) days of the Award Date. The Company is under no obligation to advise a U.S. Participant whether it is in his or her best interest to file a Section 83(b) election in connection with any Award under the Plan.

The Company shall not have any obligation to take any action to prevent the assessment of any additional tax or penalty on any U.S. Participant under the IRC, nor shall the Company have any liability to any U.S. Participant for such tax or penalty.

10.20 ~~10.19~~ Bona Fide Representations

The Company is representing herein and in the applicable Award Agreement that each Participant shall be a bona fide employee, Director or Consultant of a Participating Entity, and each Participant shall be deemed to make such applicable representation herein and in the applicable Award Agreement upon his, her or its acceptation of any Award. The execution of an Award Agreement by the Company shall constitute conclusive evidence that the Awards have been granted to the Participants in compliance with the Plan.

10.21 ~~10.20~~ Language

The Participants, by accepting Awards issued or granted under the Plan, have agreed that the Plan as well as any notice, document or instrument relating to it, including any Award Agreement, be drawn up in English. *Les parties aux présentes ont convenu, en acceptant des* *attributions émises ou octroyées aux termes du régime, que le régime ainsi que tous autres avis, actes ou documents s'y rattachant, y compris toute convention d'attribution, soient rédigés en anglais.*

10.22 ~~10.21~~ Effective Date

The Plan is effective May 26, 2023, as amended May 31, 2024.

Schedule "A"

OPTION EXERCISE NOTICE

I,_____ ____________[Print Name], hereby exercise the Options to purchase _________ common shares (the "**Shares**") of E3 Lithium Ltd. (the "**Company**") at an exercise price of $___________ per Share (the "**Exercise Price**"). This Exercise Notice is delivered in respect of the Options to purchase__ ______ Shares of the Company granted to me on________ [Insert Date] pursuant to the Option Agreement entered into between the Company and me on_______[Insert Date].

In connection with the foregoing:

(a) I enclose a certified cheque or bank draft payable to the Company; or

(b) I have initiated a wire transfer of immediately available funds to the Company, in either case, in the amount of $___________ [Insert Amount] as full payment for the Shares to be received upon exercise of the Options. I hereby direct the Company to issue the Shares in my name.

In connection with the exercise of the Options, I hereby covenant and agree to pay to the Company, in addition to the Exercise Price, any amount that the Company is obliged to remit to a relevant taxing authority in connection with the exercise of the Options and I understand that the exercise of the Options is conditional upon me making any such payment to the Company.

Date: __________________

Participant Signature: __________________

Schedule "B"

OPTION AGREEMENT

E3 Lithium Ltd. (the "**Company**") hereby grants to the Participant named below, options (the "**Options**") to purchase, in accordance with and subject to the terms, conditions and restrictions of this Agreement together with the provisions of the Omnibus Equity Incentive Plan of the Company (the "**Plan**"), a copy of which is attached to this Option Agreement, the number of common shares of the Company (the "**Shares**") at the exercise price per Share set forth below:

Name of Participant: _ ______________________________

Date of Grant: _ ______________________________

Number of Shares subject to Option: _ ______________________________

Expiry Date: _ ______________________________

Vesting Date	Number of Options Vested	Exercise Price

The terms and conditions of the Plan are incorporated by reference as terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings ascribed thereto in the Plan. The Participant acknowledges that the Participant has received, read and understands the Plan. Each notice relating to the Option, including the exercise thereof, shall be in writing. All notices to the Company shall be delivered personally or by prepaid registered mail and shall be addressed to:

E3 Lithium Ltd.
Suite 1520, 300 – 5th Avenue SW, Calgary, AB T2P 3C4
Attention: Chief Financial Officer

All notices to the Participant shall be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other. This Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

E3 LITHIUM LTD.

Per: ______________________________

Name:
Title:

I have read the foregoing Agreement and the Plan and hereby accept the Options to purchase Shares in accordance with and subject to the terms and conditions of such Agreement and the Plan. I agree to be bound by the terms and conditions of such Agreement and the Plan.

Date: ______________________________

Participant Signature: ______________________________

Schedule "C"

PERFORMANCE SHARE UNIT AGREEMENT

E3 Lithium Ltd. (the "**Company**") hereby grants to the Participant named below, performance share units (the "**PSUs**") to receive, in accordance with and subject to the terms, conditions and restrictions of this Agreement together with the provisions of the Omnibus Equity Incentive Plan of the Company (the "**Plan**"), a copy of which is attached to this PSU Agreement, the number and class of shares of the Company (or their cash equivalent) as set forth below:

Name of Participant: _______________________________

Award Date: _______________________________

Number of PSUs: _______________________________

Number and Class of Shares subject to the PSUs: _______________________________

Performance Period: _______________________________

Expiry Date: _______________________________

The terms and conditions of the Plan are incorporated by reference as terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings ascribed thereto in the Plan. The Participant acknowledges that the Participant has received, read and understands the Plan.

1. The PSUs will vest upon the satisfaction of the Performance Goals set forth below prior to the Expiry Date:

   [*Performance Goals to be inserted*]

2. If the Performance Goals are not satisfied prior to the Expiry Date, the PSUs will terminate and be null and void.

3. Any notice relating to the PSUs shall be in writing. All notices to the Company shall be delivered personally or by prepaid registered mail and shall be addressed to:

   E3 Lithium Ltd.
   1520, 300 – 5th Avenue SW, Calgary, AB T2P 3C4
   Attention: Chief Financial Officer

   All notices to the Participant shall be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other.

4. This Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

[*signature page follows*]

E3 LITHIUM LTD.

Per: ______________________________

Name:
Title:

I have read the foregoing Agreement and the Plan and hereby accept the PSUs subject to the terms and conditions of such Agreement and the Plan. I agree to be bound by the terms and conditions of such Agreement and the Plan.

Date: ______________________________

Participant Signature: ______________________________

Schedule "D"

RESTRICTED SHARE UNIT AGREEMENT

E3 Lithium Ltd. (the "**Company**") hereby grants to the Participant named below, Restricted Share Units ("**RSUs**") to receive, in accordance with and subject to the terms, conditions and restrictions of this Agreement together with the provisions of the Omnibus Equity Incentive Plan (the "**Plan**") of the Company, a copy of which is attached to this Agreement, the number and class of shares of the Company (or their cash equivalent) as set forth below:

Name of Participant: ____

Award Date: ____

Number of RSUs: ____

Number of Shares subject to the RSUs: ____

Expiry Date: ____

1. The terms and conditions of the Plan are incorporated by reference as terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings ascribed thereto in the Plan. The Participant acknowledges that the Participant has received, read and understands the Plan.
2. The RSUs will vest: [*vesting conditions to be inserted*].
3. Any notice relating to the RSUs shall be in writing. All notices to the Company shall be delivered personally or by prepaid registered mail and shall be addressed to:

   E3 Lithium Ltd.
   Suite 1520, 300 - 5th Avenue SW, Calgary, AB T2P 3C4
   Attention: Chief Financial Officer

   All notices to the Participant shall be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other.
4. This Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

[*signature page follows*]

E3 LITHIUM LTD.

Per: ______________________________

Name:
Title:

I have read the foregoing Agreement and the Plan and hereby accept the RSUs subject to the terms and conditions of such Agreement and the Plan. I agree to be bound by the terms and conditions of such Agreement and the Plan.

Date: ______________________________

Participant Signature: ______________________________

Schedule "E"

DSU AGREEMENT

E3 Lithium Ltd. (the "**Company**") hereby grants to the DSU Participant named below, deferred share units (the "**DSUs**") to receive, in accordance with and subject to the terms, conditions and restrictions of this Agreement together with the provisions of the Omnibus Equity Incentive Plan (the "**Plan**") of the Company, a copy of which is attached to this DSU Agreement, the number and class of shares of the Company (or their cash equivalent) as set forth below:

Name of DSU Participant: ______________________________

Award Date: ______________________________

Number of DSUs: ______________________________

Number of Shares subject to the DSUs: ______________________________

The terms and conditions of the Plan are incorporated by reference as terms and conditions of this Agreement. All capitalized terms used in this Agreement have the meanings ascribed thereto in the Plan. The Participant acknowledges that the Participant has received, read and understands the Plan.

Any notice relating to the DSUs shall be in writing. All notices to the Company shall be delivered personally or by prepaid registered mail and shall be addressed to:

> E3 Lithium Ltd.
> Suite 1520, 300 – 5th Avenue SW, Calgary, AB T2P 3C4
> Attention: Chief Financial Officer

All notices to the Participant shall be addressed to the principal address of the Participant on file with the Company. Either the Company or the Participant may designate a different address by written notice to the other.

This Agreement has been made in and shall be construed under and in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

E3 LITHIUM LTD.

Per: ______________________________

Name:
Title:

I have read the foregoing Agreement and the Plan and hereby accept the DSUs subject to the terms and conditions of such Agreement and the Plan. I agree to be bound by the terms and conditions of such Agreement and the Plan.

Date: ______________________________

Participant Signature: ______________________________

Schedule "F"

DSU ELECTION NOTICE

Pursuant to the Omnibus Equity Incentive Plan (the "**Plan**") of E3 Lithium Ltd. (the "**Company**"), I hereby elect to receive___________% of my Annual Board Retainer for the fiscal year of in the form of Deferred Share Units in lieu of cash. I confirm that:

(a) I have received and reviewed a copy of the terms of the Plan and have reviewed, considered and agreed to be bound by the terms of this Election Notice and the Plan.

(b) I recognize that when Deferred Share Units are settled in accordance with the terms of the Plan, income tax and other withholdings as required will arise at that time. Upon settlement of the Deferred Share Units, the Company will make or arrange with me to make all appropriate withholdings as required by law at that time.

(c) The value of Deferred Share Units is based on the value of the Shares and therefore is not guaranteed.

(d) This election is irrevocable except as otherwise set forth in the Plan or the Schedules thereto.

All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Plan.

Date

____

Name of DSU Participant

____

Signature of DSU Participant

____

Schedule "G"

DSU SETTLEMENT NOTICE

In respect of the Deferred Share Units that vested on_____that were granted to you by E3 Lithium Ltd. (the "**Company**") pursuant to the Company's Omnibus Equity Incentive Plan (the "**Plan**"), the Company hereby elects to settle the Deferred Share Units (including for any fractional Deferred Share Units) as follows [Company to select one]:

( ) (i) the cash equivalent, calculated in accordance with Section 8.7(a) of the Plan;

( ) (ii) Shares, calculated in accordance with Section 8.7(b) of the Plan; or

( ) (iii) the cash equivalent for____Deferred Share Units and Shares for Deferred Share Units.

[In the event the Company elects the cash equivalent, include:] [I acknowledge that the Company will deduct from payment applicable withholding taxes in accordance with the Plan.]

[In the event the Company elects Shares, include:]

[I (check one):

( ) (i) enclose cash, a certified cheque, bank draft or money order to the Company in the amount of $ ____________as full payment for the applicable withholding taxes;

( ) (ii) undertake to arrange, in a manner satisfactory to the Board, for such number of Shares to be sold as is necessary to raise an amount equal to the applicable withholding taxes and to cause the proceeds from the sale of such Shares to be delivered to the Company; or

( ) (iii) if permitted by the Company, elect to settle for cash such number of Deferred Share Units as is necessary to raise funds sufficient to cover such withholding taxes with such amount being withheld by the Company.]

All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Plan.

Date

____

Name of DSU Participant

____

Signature of DSU Participant

____

Schedule "H"

SHARE UNIT SETTLEMENT NOTICE

In respect of the RSUs that Vested on ___________ that were granted to you by E3 Lithium Ltd. (the "**Company**") pursuant to the Company's Omnibus Equity Incentive Plan (the "**Plan**"), the Company hereby elects to settle the RSUs (including for any fractional RSUs) as follows [Company to select one]:

( ) (i) the cash equivalent, calculated in accordance with Section 5.5(a) of the Plan;

( ) (ii) Shares, calculated in accordance with Section 5.5(b) of the Plan; or

( ) (iii) the cash equivalent for___ RSUs and Shares for RSUs.

In respect of the PSUs that Vested on___________ that were granted to you by the Company pursuant to the Plan, the Company hereby elects to settle the PSUs (including for any fractional PSUs) as follows [Company to select one]:

( ) (i) the cash equivalent, calculated in accordance with Section 6.6(a) of the Plan;

( ) (ii) Shares, calculated in accordance with Section 6.6(b) of the Plan; or

( ) (iii) the cash equivalent for____ PSUs and Shares for PSUs.

[In the event the Company elects the cash equivalent, include:] [I acknowledge that the Company will deduct from payment applicable withholding taxes in accordance with the Plan.]

[In the event the Company elects Shares, include:] [I (check one):

( ) (i) enclose cash, a certified cheque, bank draft or money order to the Company in the amount of $______as full payment for the applicable withholding taxes;

( ) (ii) undertake to arrange, in a manner satisfactory to the Board, for such number of Shares to be sold as is necessary to raise an amount equal to the applicable withholding taxes and to cause the proceeds from the sale of such Shares to be delivered to the Company; or

( ) (iii) if permitted by the Company, elect to settle for cash such number of [RSUs][PSUs] as is necessary to raise funds sufficient to cover such withholding taxes with such amount being withheld by the Company.]

All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Plan.

Date

____

____

Name of Participant

Signature of Participant

Schedule "I"

DSU TERMINATION NOTICE

Notwithstanding my previous election on the DSU Election Notice dated________, I hereby elect to terminate my participation in the Omnibus Equity Incentive Plan (the "**Plan**") of E3 Lithium Ltd. (the "**Company**") effective as of the date this Termination Notice is received by the Company. If I am a U.S. Participant, I acknowledge and confirm that this Termination Notice will not be effective until the first day of the Company's fiscal year immediately following the fiscal year in which this Termination Notice is received by the Company.

I understand that the Deferred Share Units already granted under the Plan cannot be settled until the DSU Termination Date.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to continue to be bound by the Plan.

All capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the Plan.

Date

____

Name of DSU Participant

____

Signature of DSU Participant

____

[Link-to-previous setting changed from off in original to on in modified.].

Schedule "J"

ELECTION PURSUANT TO SECTION 83(B) OF THE INTERNAL REVENUE CODE

The undersigned taxpayer hereby makes this election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended (the "**Code**") and Treasury Regulations Section 1.83-2 promulgated thereunder.

1. Taxpayer's general information:
   - Name: ____
   - Address: ______________________________________
     ____
   - Social Security # or Taxpayer ID #: __________________
2. Description of property with respect to which the election is being made:
   - [INSERT AWARD DESCRIPTION]
3. Date on which the property was transferred: ________
4. Taxable year for which the election is being made: _________
5. Nature of restriction or restrictions to which the property is subject:
   - The [INSERT AWARD TYPE] may be forfeited upon termination of service that occurs before [VESTING DATE]. The [INSERT AWARD TYPE] may not be directly or indirectly sold, exchanged, transferred, pledged, assigned or otherwise disposed of, except with the consent of the Board of Directors of the Issuer.
6. The fair market value of the property at the time of transfer (determined without regard to any restriction other than a restriction which by its terms will never lapse): $________ per share x ______ shares = $ ________.
7. The amount (if any) paid for the property: $________ per share x ______ shares = $ ________.
8. The amount to include in gross income is $ ________. (The result of the amount reported in Item 6 minus the amount reported in Item 7.)

[Link-to-previous setting changed from off in original to on in modified.].

The undersigned taxpayer will file this election with the Internal Revenue Service office with which the taxpayer files his or her annual income tax return not later than 30 days after the date of the transfer of the property. A copy of the election also will be furnished to the Issuer. The undersigned is the person performing the services in connection with which the property was transferred.

The undersigned understands that the foregoing election may not be revoked except with the consent of the Internal Revenue Commissioner.

Dated: ______________________________

Signature: ____________________________

Print Taxpayer Name: ___________________