ENABLENCE TECHNOLOGIES INC.

NOTICE OF MEETING

and

MANAGEMENT INFORMATION CIRCULAR

for the

ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

to be held on

TUESDAY OCTOBER 26, 2021

DATED AS OF SEPTEMBER 21, 2021

MESSAGE TO SHAREHOLDERS

Dear Shareholders,

On behalf of the Board of Directors and management of Enablence Technologies Inc. ("**Enablence**" or the "**Company**"), we are holding our annual and special meeting (the "**Meeting**") of the holders of common voting shares at the Toronto offices of Bennett Jones LLP located at One First Canadian Place, Suite 3400, Toronto, Ontario, M5X 1A4 on October 26, 2021 commencing at 10:00 a.m. (Toronto Time). Shareholders may also listen to the Meeting by way of a conference call.

The Company is very much aware of the public health concerns and requirements respecting the rapidly evolving COVID-19 pandemic. The Company asks that, in considering whether to attend the Meeting in person, shareholders follow the instructions of the Public Health Agency of Canada (www.canada.ca/en/publichealth.html), and the Ontario Government restrictions on public gatherings. Given these public health guidelines in particular the crucial importance of "social distancing", the Company encourages shareholders NOT to attend the Meeting in person, particularly if they are experiencing any of the described COVID-19 symptoms of fever, cough or difficulty breathing. Attendance in person at the Meeting will be restricted to essential personnel and registered shareholders and proxyholders entitled to attend and vote at the Meeting; no external guests will be allowed to attend. As such, the Company has organized a conference call whereby shareholders can listen to the Meeting by dialing in to our conference line: 1-800-901-0218 (North America Toll Free) or 1-719-234-0223 (International Dial In) (Passcode: 1450259052). This is not a virtual meeting and as such shareholders cannot vote over the conference call. As shareholder participation at the Meeting is important, the Company encourages shareholders to exercise their right to vote prior to the Meeting by following the instructions set out in the form of proxy or voting instruction form received by shareholders. All participants attending via teleconference will be muted by the moderator of the call as it is a listen-in only conference call and webcast.

The accompanying information circular (the "**Circular**") describes the business that will be conducted at the meeting and provides information regarding our executive compensation and government practices.

Registered Shareholders as of the record date of September 21, 2021 can exercise their right to vote on the business before the Meeting by either attending online in person or by completing and submitting a proxy. Instructions on how to vote by proxy are included in the accompanying Circular. **To be effective, the enclosed form of proxy must be completed and received by the Company's transfer agent, Computershare Investor Services Inc., 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 Attention: Proxy Department, or by facsimile (sent to: 1-866 249-7775) or internet voting or by telephone prior to 10:00 a.m. (Toronto Time) on Friday, October 22, 2021 or if the Meeting is adjourned, by no later than 48 hours (excluding Saturdays, Sundays and holidays) prior to any adjournment thereof is to be held, or may be deposited with the Chair of the Meeting at any time prior to the commencement of the Meeting or any adjournment thereof.**

If you have questions or need assistance with the completion and delivery of your proxy, you may contact the Computershare Investor Services Inc. at 1-800-564-6253 (toll free North America) or 1-514-982-7555 (international).

Sincerely,

(signed) "Craig Mode"

Craig Mode
Co-CEO and CFO

ENABLENCE TECHNOLOGIES INC.
390 March Road, Suite 119, Ottawa, Ontario K2K 0G7

NOTICE OF THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual and special meeting of the shareholders (the "**Meeting**" including any adjournment or adjournments thereof) of Enablence Technologies Inc. ("**Enablence**" or the "**Company**") will be held on October 26, 2021 at 10:00 a.m. The Meeting will be held at the Toronto offices of Bennett Jones LLP located at One First Canadian Place, Suite 3400, Toronto, Ontario, M5X 1A4.

Shareholders may also listen to the Meeting by way accessing our conference line 1-800-901-0218 (North America Toll Free) or 1-719-234-0223 (International Dial In) (Passcode: 1450259052). In order to support efforts to contain the spread of the coronavirus ("**COVID-19**") and to protect the health and safety of its shareholders, employees, families and others who usually attend such meeting, and to comply with the rules and guidance provided by the Province of Ontario regarding COVID-19, attendance by teleconference is encouraged.

The Meeting is held for the following purposes:

1. to receive the audited consolidated financial statements of the Company for its fiscal year ended June 30, 2020 and June 30, 2019, together with the reports of the auditors thereon, (the "**Annual Financial Statements**") and the interim financial statements of the Company for the three and nine months ended March 31, 2021 and 2020 (the "**Interim Financial Statements**");
2. to elect directors for the ensuing year;
3. to reappoint MNP LLP as auditors of the Company (the "**Auditors**") and to authorize the directors to fix the Auditors' remuneration;
4. to consider and, if deemed advisable, to pass, with or without amendment, a resolution (the "**Incentive Plan Resolution**") to ratify the adoption of an omnibus equity incentive plan for the Company (the "**Omnibus Equity Incentive Plan**");
5. to consider and, if thought fit, to approve, with or without variation, a special resolution, as more particularly set forth in the attached management information circular, relating to the consolidation of all of the common shares of the Company on the basis of one (1) post-Consolidation share in exchange for a number of pre-Consolidation shares within a range of fifty (50) to two-hundred (200) (the "**Consolidation**"), as further described in the accompanying management information circular (the "**Circular**");
6. to consider and, if deemed advisable, to pass, with or without variation, a resolution of the majority of the disinterested shareholders of the Company approving the Shares-for-Debt Settlement (as defined in the Circular) between the Company and each of Gitwangak Capital Corp. and Mr. Scott Larin;
7. to consider and, if deemed advisable, to pass, with or without variation, a resolution of the majority of the disinterested shareholders of the Company approving the Shares-for-Debt Settlement between the Company and Mr. Steve Wang;
8. to consider and, if deemed advisable, to pass, with or without variation, a resolution of the majority of the disinterested shareholders of the Company approving the Shares-for-Debt Settlement of bonus fees between the Company and Mr. Louis De Jong;

9. to consider and, if thought fit, to approve, with or without variation, a resolution of minority shareholders of the Company in accordance with Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"), as more particularly set forth in the attached Circular, approving the Shares-for-Debt Settlement between the Company and Mr. Derek H. Burney;

10. to consider and, if thought fit, to approve, with or without variation, a resolution of the minority shareholders of the Company in accordance with MI 61-101, as more particularly set forth in the attached Circular, approving the Shares-for-Debt Settlement between the Company and Mr. Louis De Jong;

11. to consider and, if thought fit, to approve, with or without variation, a resolution of the minority shareholders of the Company in accordance with MI 61-101, as more particularly set forth in the attached Circular, approving the Shares-for-Debt Settlement between the Company and Mr. Dan Shmitt;

12. to consider and, if thought fit, to approve, with or without variation, a resolution of the minority shareholders of the Company in accordance with MI 61-101, as more particularly set forth in the attached Circular, approving the Shares-for-Debt Settlement between the Company and Mr. Craig Mode;

13. to consider and, if deemed advisable, to pass, with or without variation, a resolution of the majority of the disinterested shareholders of the Company approving Mr. Dan Bordessa, together with Ms. Maria Semenko, becoming a new Control Person (as defined under the policies of the TSX Venture Exchange), as further described in the Circular;

14. to consider and, if deemed advisable, to pass, with or without variation, a resolution of the majority of the disinterested shareholders of the Company approving Vortex ENA LP, Paradigm Capital Inc., Paradigm Capital Partners Limited and David Roland, collectively, becoming a potential new Control Person, as further described in the Circular; and

15. to transact such other business as may properly come before the Meeting.

Accompanying this notice are: (i) the Circular containing details of the matters to be dealt with at the Meeting; (ii) the Annual Financial Statements, together with management's discussion and analysis thereon, if requested; (iii) the Interim Financial Statements, together with management's discussion and analysis thereon, if requested; and (iii) a form of proxy ("**Proxy**").

Shareholders of the Company are encouraged NOT to attend the Meeting in person in light of the COVID-19 pandemic (see the Letter to Shareholders accompanying this Notice). We encourage all holders of Common Shares to date, sign and return the accompanying form of proxy for use at the Meeting or any adjournment thereof.

Registered Shareholders as of the record date of September 21, 2021 can exercise their right to vote on the business before the Meeting by either attending online in person or by completing and submitting a proxy. Instructions on how to vote by proxy are included in the accompanying Circular. **To ensure that your vote is recorded, please (a) complete and sign the accompanying Proxy and return it by mail in the enclosed return envelope or by facsimile; or (b) vote electronically by internet. To be effective, proxies must be received by the Company's transfer agent, Computershare Investor Services Inc., 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 Attention: Proxy Department, or by facsimile (sent to: 1-866 249-7775) or internet voting or by telephone prior to 10:00 a.m. (Toronto Time) on Friday, October 22, 2021 or if the Meeting is adjourned, by no later than 48 hours (excluding Saturdays, Sundays and holidays) prior to any adjournment thereof is to be held, or may be deposited**

with the Chair of the Meeting at any time prior to the commencement of the Meeting or any adjournment thereof.

Non-Registered Shareholders, including those who hold Shares in the name of a bank, trust company, securities dealer or broker, or other intermediary, will receive a voting instruction form that contains voting instructions. The voting instruction form includes detailed instructions on how to complete the form, where to return it and the deadline for returning it, which may be earlier than the deadline for Registered Shareholders. It is important that you read and follow the instructions on the voting instruction form in order to have your vote count. If you are unsure about anything in such voting instructions, contact your bank, trust company, securities dealer or broker, or other intermediary through which you hold your Shares.

DATED at Toronto, Ontario on this 21st day of September, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "Derek H. Burney"
Chair of the Board of Directors

ENABLENCE TECHNOLOGIES INC.
390 March Road, Suite 119
Ottawa, Ontario K2K 0G7

MANAGEMENT PROXY CIRCULAR

Solicitation of Proxies

This management proxy circular (the "Circular") is furnished in connection with the solicitation by the management of Enablence Technologies Inc. ("**Enablence**" or the "**Company**") of proxies for use at the annual and special meeting of shareholders to at the Toronto offices of Bennett Jones LLP located at One First Canadian Place, Suite 3400, Toronto, Ontario, M5X 1A4 on October 26, 2021 at 10:00 a.m. (Toronto Time), including any adjournment or adjournments thereof (the "**Meeting**"), for the purposes set forth in the notice of meeting (the "**Notice**"). **The solicitation will be primarily by mail, but proxies may also be solicited personally or by telephone by directors, officers, employees or representatives of the Company. Any costs of solicitation will be borne by the Company.**

Shareholders may also listen to the Meeting by way accessing our conference line: 1-800-901-0218 (North America Toll Free) or 1-719-234-0223 (International Dial In) (Passcode: 1450259052).

The information contained herein is given as at September 21, 2021 unless indicated otherwise.

All dollar amounts in this Circular are in Canadian dollars, unless indicated otherwise.

Appointment of Proxies

The persons named in the enclosed form of proxy are directors or officers of the Company. **Each shareholder has the right to appoint a person other than the persons named in the enclosed form of proxy** ("**Proxy**")**, who need not be a shareholder of the Company, to represent such shareholder at the Meeting. Such right may be exercised by inserting such person's name in the blank space provided in the form of proxy and striking out the other names or by completing another proper form of proxy.**

Attending and Voting Instructions

1. Registered Shareholders

There are two methods by which registered shareholders ("**Registered Shareholders**"), whose names are shown on the books or records of the Company as owning common shares currently issued and outstanding ("**Common Shares**"), may vote their Common Shares at the Meeting: (i) at the Meeting; or (ii) by Proxy. Should a Registered Shareholder wish to vote at the Meeting, the Proxy included with the Circular should not be completed or returned; rather, the Registered Shareholder should attend the Meeting where his or her vote will be taken and counted. Should the Registered Shareholder not wish to attend the Meeting or not wish to vote in person, his or her vote may be voted by Proxy through one of the methods described below and the Common Shares represented by the Proxy will be voted or withheld from voting, in accordance with the instructions as indicated in the Proxy, on any ballot that may be called for, and if a choice was specified with respect to any matter to be acted upon, the Common Shares will be voted accordingly.

Voting by Mail. A Registered Shareholder may vote by mail or delivery by completing, dating and signing the enclosed Proxy and depositing it with Computershare Investor Services Inc. (the "**Transfer Agent**")

using the envelope provided or by mailing it to the Transfer Agent, Attention: Proxy Department, by no later than 10:00 a.m. (Toronto Time) on Friday, October 22, 2021, or if the Meeting is adjourned, by no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned meeting.

Voting by Facsimile. A Registered Shareholder may vote by facsimile by completing, dating and signing the enclosed Proxy and returning it by facsimile to the Transfer Agent at 1-866-249-7775. The Proxy must be received by no later than 10:00 a.m. (Toronto Time) on Friday, October 22, 2021, or if the Meeting is adjourned, no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned Meeting.

Voting by Internet. A Registered Shareholder may vote by Internet by accessing the following website: www.investorvote.com. When you log on to the site you will be required to input a control number as instructed on the logon page. Please see additional information enclosed with the Circular on the Proxy. Registered Shareholders may vote by Internet up to 10:00 a.m. (Toronto Time) on Friday, October 22, 2021 or if the Meeting is adjourned, no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned Meeting.

Voting by Telephone. A Registered Shareholder may vote by telephone by calling the toll free number 1-866-732-8683. When you telephone you will be required to input a control number as instructed on the Proxy. Please see additional information enclosed with the Circular on the Proxy. Registered Shareholders may vote by telephone up to 10:00 a.m. (Toronto Time) on Friday, October 22, 2021 or if the Meeting is adjourned, no later than 48 hours (excluding Saturdays, Sundays and holidays) before any adjourned Meeting.

Voting by mail or the Internet is the only method by which a Registered Shareholder may choose an appointee other than the management appointees named on the Proxy and must be completed by the Registered Shareholder or by an attorney authorized in writing or, if the Registered Shareholder is a corporation or other legal entity, by an authorized officer or attorney.

2. Non-registered Shareholders (Beneficial Owners)

In the Circular, all references to shareholders are to Registered Shareholders of Common Shares. Only Registered Shareholders of Common Shares, or the person they appoint as their proxy, are permitted to vote at the Meeting. However, in many cases, Common Shares beneficially owned by a holder (a "**Non-registered Shareholder**" or "**Beneficial Owner**") are registered either:

(a) in the name of an intermediary (an "**Intermediary**") that the Non-registered Shareholder deals with in respect of the Common Shares, such as, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs, TFSAs and similar plans; or

(b) in the name of a clearing agency such as CDS & Co. (the registration name for CDS Clearing and Depository Services Inc.) of which the Intermediary is a participant.

Common Shares held by your broker or its nominee can only be voted upon your instructions. Without specific instructions, your broker, its agent or its nominee is prohibited from voting your Common Shares. **Therefore, beneficial shareholders should ensure that instructions respecting the voting of their common shares are communicated to the appropriate person.**

In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), the Company has distributed copies of the Notice,

this Circular and the form of proxy (collectively, the "**Meeting Materials**") to Intermediaries and clearing agencies for onward distribution to Non-registered Shareholders of Common Shares.

Intermediaries are required to forward the Meeting Materials to Non-Registered Shareholders unless a Non-registered Shareholder has waived the right to receive them. Intermediaries often use service companies to forward the Meeting Materials to Non-registered Shareholders. If you are a Non-registered Shareholder, your name and address will appear on the voting instruction form sent to you by an Intermediary (bank, broker or trust company). A Non-registered Shareholder may vote, or appoint a proxy, by mail, telephone, fax or on the Internet in accordance with the voting instruction form. Your Intermediary, as registered holder, will submit the vote or proxy appointment to the Company on your behalf. You must submit your voting instruction form in accordance with the instructions and within the time limits set by your Intermediary. If you or a person you designate plan to attend the Meeting and vote you must appoint yourself or that person as proxy using the voting instruction form.

The Non-registered Shareholder should carefully follow the instructions of their Intermediary, including those regarding when and where the voting instruction form is to be delivered.

A Non-registered Shareholder may revoke a form of proxy or voting instruction form given by an Intermediary by contacting the Intermediary through which the Non-registered Shareholder's Common Shares are held and following the instructions of the Intermediary respecting the revocation of proxies. In order to ensure that an Intermediary acts upon a revocation of a proxy form or voting instruction form, the written notice should be received by the Intermediary well in advance of the Meeting.

Revocation of Proxies

A shareholder who has given a proxy has the power to revoke it as to any matter on which a vote shall not already have been cast pursuant to the authority conferred by such proxy and may do so: (1) by delivering another properly executed Proxy bearing a later date and depositing it as aforesaid, including within the prescribed time limits noted above; (2) by depositing an instrument in writing revoking the Proxy executed by the shareholder or by the shareholder's attorney authorized in writing, with (i) Computershare, 8th Floor, 100 University Avenue, Toronto, On M5J 2Y1 at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used, or (ii) with the Chair of the Meeting, prior to its commencement, on the day of the Meeting or at any adjournment thereof; (3) by attending the Meeting in person and so requesting; or (4) in any other manner permitted by law.

A Non-registered Shareholder may revoke a voting information form or a waiver of the right to receive Meeting Materials and to vote given to an Intermediary at any time by written notice to the Intermediary, except that an Intermediary is not required to act on a revocation of a voting information form or of a waiver of the right to receive Meeting Materials and to vote that is not received by the Intermediary at least seven days prior to the Meeting.

Voting and Discretion of Proxies

On any ballot that may be called for, the Common Shares represented by Proxies in favour of the persons named by management of the Company will be voted for or against, or voted for or withheld from voting on, the matters identified in the Proxy, in each case in accordance with the instructions of the shareholder. **In the absence of any instructions on the Proxy, it is the intention of the persons named by management in the accompanying form of proxy to vote: (a) <u>FOR</u> the election of management's nominees as directors; (b) <u>FOR</u> the appointment of management's nominee as auditor and the authorization of the directors to fix the remuneration of the auditor; (c) <u>FOR</u> the Incentive Plan**

Resolution in accordance with management's recommendations with respect to amendments or variations of the matters set out in the Notice; (d) FOR the Consolidation in accordance with management's recommendation; (e) FOR the related party transactions and settlement of fees in connection with the Shares-for-Debt Settlement; (f) FOR the creation of new "control persons"; and (g) any other matters which may properly come before the Meeting.

The accompanying Proxy confers discretionary authority upon the persons named therein with respect to amendments or variations of the matters identified in the Notice or any other matters that may properly come before the Meeting. As at the date of this Circular, management of the Company knows of no such amendments, variations or other matters that may properly come before the Meeting other than the matters referred to in the Notice.

Interest of Certain Persons or Companies in Matters To Be Acted Upon

Other than as disclosed herein, no director, executive officer, or officer of the Company who has held such position at any time since the beginning of the Company's last financial year, each proposed nominee for election as a director of the Company, and associates or affiliates of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matters to be acted upon at the Meeting, other than the election of directors, the appointment of auditors, the Consolidation and the Shares-for-Debt Settlements.

Voting Shares and Principal Shareholders

As of September 21, 2021, the authorized capital of the Company consisted of an unlimited number of Common Shares and an unlimited number of preferred shares, issuable in series, of which 641,927,418 Common Shares were issued and outstanding and no preferred shares were outstanding.

A holder of record of Common Shares as at the close of business on September 21, 2021 (the "**Record Date**") is entitled to one vote for each Common Share held by him or her. The affirmative vote of a majority of the votes cast at the Meeting, or more as indicated, is required for approval of each matter set forth in this Circular.

In accordance with the *Canada Business Corporations Act*, the Company will prepare a list of holders of Common Shares on the Record Date. Each holder of Common Shares named in the list at the close of business on the Record Date will be entitled to vote the Common Shares shown opposite his or her name on the list at the Meeting.

To the knowledge of the directors and executive officers of the Company, no person or corporation beneficially owns, directly or indirectly, or exercises control or direction over securities carrying in excess of 10% of the voting rights attached to any class of outstanding voting securities of the Company, other than:

Name of Holder	Number of Common Shares of the Company	Percentage of Issued and Outstanding Common Shares of the Company
ZTE (H.K.) Ltd.	**95,000,000**	**14.8%**
China TriComm Ltd.[(1)]	**73,007,619**	**11.4%**

Notes:

(1) These shares are held by China TriComm Ltd. and its affiliates, Irixi Holding Ltd. and Win Brand Limited.

Background

The Company had experienced complications related to the COVID-19 pandemic, notably travel restrictions and various shelter in place restrictions at the Company's places of business and the places of business of customers and of suppliers. The Company had planned to avail themselves of the Ontario Securities Commission ("**OSC**") exemptions enacted in accordance with temporary blanket relief announced in March 2020 by the Canadian Securities Administrators in response to widespread business disruptions caused by the ongoing COVID-19 pandemic, but failed to file the required news release in respect of such exemption prior to the June1, 2020 deadline.

As a result of the Company's failure to file its unaudited interim financial statements for the three and nine month periods ending March 31, 2020, related management discussion and analysis, and certification of the interim filings for the period ended March 31, 2020 by the June 1, 2020 deadline as prescribed by National Instrument 51-102 – *Continuous Disclosure Obligations*, the OSC issued a cease trade order on June 9, 2020 against the Company (the "**FFCTO**").

Subsequent to the issuance of the FFCTO, the Company discovered an error that required the restating of its previously-issued audited annual financial statements for the year ended June 30, 2019 (the "**Original 2019 Annual Financials**") to reflect additional accruals for commissions related to the Company's continued issuance of promissory notes, an issuance of common stock and advisory fees. The Original 2019 Annual Financials had not accrued related commissions or fees for fundraising and strategic mandates, which are payable in common shares of the Company (excluding any related tax amounts which are payable in cash), subject to the approval of the TSX Venture Exchange ("**TSXV**").

On September 25, 2020, the Company filed, together with the applicable fees, unaudited interim financials for three and nine month periods ending March 31, 2020, related management discussion and analysis, and certification of the interim filings for the period ended March 31, 2020.

On October 1, 2020, the Company filed, together with the applicable fees and certifications the amended and restated financial statements for the year ended June 30, 2019.

On May 12, 2021, the Company filed: (i) its audited annual financial statements for the year ended June 30, 2020 and related management's discussion and analysis and certifications; (ii) its unaudited interim financial statements for the three months ended September 30, 2020 and related management's discussion and analysis and certifications; and (iii) its unaudited interim financial statements for the three and six months ended December 31, 2020 and related management's discussion and analysis and certifications.

On May 28, 2021, the Company filed its unaudited interim financial statements for the three and nine months ended March 31, 2021 and related management's discussion and analysis and certifications.

On June 23, 2021, the Company filed statements of executive compensation for the years 2019 and 2020 (together, the "**Executive Compensation Statements**"), which were noted by the staff of the OSC as being outstanding.

On June 24, 2021, to correct deficiencies noted by the staff of the OSC, the Company refiled its interim management's discussion and analysis and certifications for: (i) the financial year ended June 30, 2020;(ii) the three months ended September 30, 2020; (iii) the three and six months ended December 31,2020; and (iv) the three and nine months ended March 31, 2021 (collectively, with the Executive Compensation Statements, the "**Corrective Disclosure**"). The Corrective Disclosure was requested by staff of the OSC in connection with its review of the Company's application to revoke the FFCTO, which included (i) filing the Form 51-102F6V Statement of Executive Compensation Venture Issuers, and (ii) amending the

Company's management's discussion and analysis for the year ended June 30, 2020, the three months ended September 30, 2020, the three and six months ended December 31, 2020 and the three and nine months ended March 31, 2021, to meet all of the requirements set out in Form 51-102F1.

On July 30, 2021, the OSC issued an order revoking the FFCTO. In connection with the Company's application to revoke the FFCTO, the Company has provided an undertaking to the OSC and the TSXV that it will hold an annual general meeting within three months after the date of the revocation of the FFCTO.

Particulars of Matters To Be Acted Upon

1. Election of Directors

The articles of the Company provide that the board of directors of the Company (the "**Board**") may be fixed from time to time by a resolution of the Board of Directors. The Company currently has three directors.

In accordance with a voting agreement dated September 6, 2013 between the Company, China TriComm Ltd. ("**TriComm**") and certain investors (the "**TriComm Voting Agreement**"), TriComm is currently entitled to one nominee on the Board of Directors. In accordance with a voting agreement dated January 27, 2016 between the Company, ZTE Corporation ("**ZTE**") and certain shareholders of the Company (the "**ZTE Voting Agreement**"), ZTE is entitled to one nominee on the Board of Directors. Neither TriComm nor ZTE has put forth a nominee.

The following table lists certain information concerning the nominees for election as directors of the Company. The information as to principal occupations and the number of Common Shares beneficially owned or over which control or direction is exercised by each nominee has been furnished by the respective nominees.

Name and province and country of residence	Current position as a director or as an officer	Director since	Principal occupation during past five years	No. of fully diluted common shares (Common Shares and options) owned directly or indirectly at September 21, 2021
Derek Burney[(1)(2)] Colorado, U.S.A.	Director and Chair of the Board of Directors	February 5, 2019	Chairman of Burney Investment Group, Chairman of Garda World International Advisory Board, Member of Advisory Board of Paradigm Capital Inc. Previously Senior Strategic Advisor to Norton Rose Fulbright (2006 – 2019), President & CEO of CAE Inc. (1999 – 2004), Chairman & CEO of Bell Canada International Inc. (1993 – 1999), Canada's Ambassador to U.S.A. (1989 – 1993) and Chief of Staff to the Prime Minister of Canada (1987 – 1989)	
Louis De Jong[(1)(3)(4)] Ontario, Canada	Director	December 5, 2012	Executive Vice President of Geotab. Previously, President and CEO of BSM Technologies Inc. (2014 – 2019), Managing Director at Jemmek Capital Management Inc. (2004 – 2012), Head of Canadian Equities at Credit Suisse (1998 – 2004), Institutional Equity Sales at Sprott Securities	8,025,000 fully diluted common shares (6,000,000 Common Shares and 2,025,000 options)[(5)]

Name and province and country of residence	Current position as a director or as an officer	Director since	Principal occupation during past five years	No. of fully diluted common shares (Common Shares and options) owned directly or indirectly at September 21, 2021
			Inc. (1996 – 1998), CFO at Bioniche Life Sciences (1992 – 1996).	
Dan Shmitt[1][6] New York, U.S.A	Director	September 8, 2017	Vice President and Chief Investment Officer of Disney Streaming Services since September of 2017. Previously, from July 2015 to September 2017, VP and Chief Investment Officer for MLB Advanced Media (2015 – 2017), President at Shmitt Technologies (2005 – 2015).	

Notes:

(1) Member of the Audit Committee.
(2) The Company owed Mr. Burney an aggregate amount of $355,972.60 comprised of bridge loans, which is proposed to be settled for 14,238,904 Common Shares following a Shares-for-Debt settlement (as discussed herein).
(3) Chair of the Audit Committee.
(4) The Company owed Mr. De Jong an aggregate amount of $412,273.97 comprised of bridge loans and other debts, which is proposed to be settled for 16,490,958 Common Shares following a Shares-for-Debt settlement (as discussed herein).
(5) De Jong & Co., a holding company of Louis De Jong, holds 6,000,000 Common Shares.
(6) The Company owed Mr. Shmitt an aggregate amount of $465,534.25 comprised of convertible debentures of the Company, which is proposed to be settled for 18,621,369 Common Shares following a Shares-for-Debt settlement (as discussed herein).

The term of office for each director is from the date of the meeting at which he or she is elected until the next annual meeting of shareholders of the Company or until his or her successor is elected or appointed, unless his or her office is vacated before that time in accordance with the by-laws of the Company.

Effective in November 2011, the Company suspended all cash compensation to directors in order to preserve the Company's cash resources. Directors are entitled to participate in the Company's stock option plan, with awards subject to the approval of the Board of Directors.

The following sets out additional information with respect to the education, experience and employment history of each of the directors and officers referred to above during the past five years.

Derek Burney, *Director, Chair of the Board of Directors*

Derek H. Burney is Chairman of Burney Investment Group, Chairman of Garda International World Advisory Board, a Member of the Advisory Board of Paradigm Capital Inc. and an Officer of the Order of Canada. Mr. Burney has been a Director of the Company since February 5, 2019. Previously, Mr. Burney served as Senior Strategic Advisor to Norton Rose Fulbright Canada LLP from 2006 to 2019. From October 1999 until August 2004, Mr. Burney was President and Chief Executive Officer of CAE Inc. and previously, from 1993 to 1999 he served as Chairman and Chief Executive Officer of Bell Canada International Inc. From 1989 to 1993, Mr. Burney served as Canada's Ambassador to the United States. This assignment culminated a distinguished thirty-year career in the Canadian Foreign Service, during which he completed a variety of assignments at home and abroad, including a period as a Deputy Minister of External Affairs. From March 1987 to January 1989, Mr. Burney served as Chief of Staff to the Prime Minister Brian Mulroney. He led the Canadian delegation in concluding negotiations of the Canada-U.S. Free Trade Agreement and was the Prime Minister Mulroney's personal representative (Sherpa) in the preparations for

the Houston (1990), London (1991) and Munich (1992) G-7 Economic Summits. Mr. Burney attended Queen's University, where he received an Honours B.A. and an M.A. Mr. Burney was conferred Honorary Doctor of Laws degrees from Lakehead University, Queen's University, Wilfrid Laurier University, Carleton University and University of Windsor.

Louis De Jong, *Director, Chair of the Audit Committee*

Louis De Jong was appointed to the Board of Directors of Enablence in December 2012. Mr. De Jong was appointed CEO on February 11, 2013 until he stepped down as CEO on October 29, 2013. Mr. De Jong is currently an Executive Vice President at Geotab Inc. Previously, Mr. De Jong acted as President & CEO at BSM Technologies Inc. from 2014 until its sale to Geotab in 2019. Prior roles for Mr. De Jong include Managing Director of Jemeekk Capital Management Inc. from 2004 to 2012, a hedge fund manager on behalf of high net worth and institutional clients focused on small and medium capitalized Canadian companies. From 1998 to 2004, Mr. De Jong was employed by Credit Suisse where he most recently served as Director and Head of Canadian Equities. Mr. De Jong began his career in the investment business at Sprott Securities Inc. in institutional equity sales. Mr. De Jong attended the University of Western Ontario, where he received a B.A. in Economics.

Dan Shmitt, *Director*

Daniel Shmitt was appointed a Director of the Company on September 8, 2017. Mr. Shmitt is currently a Vice President and Chief Investment Officer for Disney Streaming Services (formerly BAMTECH Media LLC, a global leader in direct-to-consumer streaming technology and marketing services, data analytics, and commerce management, and a spin-off of Major League Baseball Advanced Media, the interactive media and internet arm of Major League Baseball). Prior to the acquisition by Disney Streaming Services, Mr. Shmitt held the role of Chief Investment Officer for the three entities of Major League Baseball ("**MLB**") (Major League Baseball Advanced Media, Major League Baseball Office of the Commissioner, and Major League Baseball Network). He provided MLB's strategic vision and defined the roadmap for all back-office technology for the three entities. Before joining MLB, Mr. Shmitt presided over Shmitt Technologies LLC, a technology consulting firm headquartered in New York City that he founded in 2006 and sold in 2015. Mr. Shmitt earned a Bachelor's Degree in Business Management with a Major in Information Systems and holds several technical certifications.

Cease Trade Orders, Personal Bankruptcies, Penalties and Sanctions

For purposes of the disclosure in this section, an "order" means a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days.

Except as noted below, to the knowledge of the Company, no director or proposed director, including any personal holding company of a director or proposed director:

(a) is, as at the date of this Circular, or has been, within the 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

(i) was subject to an order that was issued while the director or proposed director was acting in the capacity as a director, chief executive officer or chief financial officer of the company; or

(ii) was subject to an order that was issued after the director or proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer of the company; or

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

(c) 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 director or proposed director;

(d) 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 since December 31, 2000 or before December 31, 2000, the disclosure of which would likely be important to a reasonable security holder in deciding whether to vote for a proposed director; or

(e) has been subject to any other 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.

Louis De Jong, Dan Shmitt and Derek Burney (current directors of the Company) were directors of the Company when the OSC issued the FFCTO for failing to file its unaudited interim financial statements for the three and nine month periods ending March 31, 2020, related management discussion and analysis, and certification of the interim filings for the period ended March 31, 2020 by the June 1, 2020 deadline as prescribed by National Instrument 51-102 – *Continuous Disclosure Obligations*. For further details regarding the FFCTO, see *"Background"* in this Circular.

2. Appointment of Auditors

At the Meeting, it is proposed to re-appoint MNP LLP, Chartered Professional Accountants and Licensed Public Accountants, as auditors of the Company to hold office until the next annual meeting of shareholders, with their remuneration to be fixed by the Board of Directors.

MNP LLP were appointed as the Company's auditors on June 6, 2017.

3. Omnibus Equity Incentive Plan

At this Meeting, shareholders will be asked to consider, and, if thought advisable, to pass, with or without variation, the Incentive Plan Resolution, to approve a new Omnibus Equity Incentive Plan, a copy of which is attached as Schedule "A" hereto.

Background & Purpose

On September 21, 2021, the Board passed a resolution to adopt the Omnibus Equity Incentive Plan, subject to, and effective upon, the approval of shareholders of the Company. The Omnibus Equity Incentive Plan provides flexibility to the Company to grant equity-based incentive awards in the form of options ("**Options**"), share units ("**Share Units**") and deferred share units ("**DSUs**"), as described in further detail below. If the Omnibus Equity Incentive Plan is approved by the shareholders at the Meeting, the Omnibus Equity Incentive Plan will replace the Corporation's current option plan approved at the Company's annual general meeting held on February 5, 2019 (the "**Current Option Plan**"), all future grants of equity-based awards will be made pursuant to, or as otherwise permitted by, the Omnibus Equity Incentive Plan and no further option-based awards will be made pursuant to the Current Option Plan. The Company's Current Option Plan will remain in effect only in respect of outstanding equity-based awards. If the Omnibus Equity Incentive Plan is not approved, the Company may determine to resume use of the Current Option Plan, in the ordinary course under applicable TSXV rules.

The purpose of the Omnibus Equity Incentive Plan is:

(a) to increase the interest in the Company's welfare of those employees, officers, directors and consultants (who are considered Eligible Participants under the Omnibus Equity Incentive Plan), who share responsibility for the management, growth and protection of the business of the Company or its subsidiary;

(b) to provide an incentive to such Eligible Participants to continue their services for the Company or its subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Company or its subsidiary are necessary or essential to its success, image, reputation or activities;

(c) to reward Participants for their performance of services while working for the Company or its subsidiary; and

(d) to provide a means through which the Company or its subsidiary may attract and retain able persons to enter its employment or service.

Certain employees, consultants, officers and directors of the Company shall be eligible to receive grants of Options, Share Units and DSUs under the Omnibus Equity Incentive Plan (as further described below). In a competitive job environment, management and the Board of Directors has determined that compensation arrangements should include, where appropriate, Options, Share Units and DSUs.

The Omnibus Equity Incentive Plan will be a fixed plan. The maximum number of Common Shares available to be granted and reserved for issuance under the Omnibus Equity Incentive Plan (including such number of securities issued as Dividend Equivalents) will be fixed at 330,000,000 Common Shares (subject to the Share Limit (as defined below)), representing approximately 12% of the *pro forma* issued and outstanding Common Shares (assuming the Grid Note is fully drawn and the contemplated Private Placement (as defined herein) are completed) and 15% of the total issued and outstanding Common Shares (assuming that the Grid Note is not converted at the Recap Price and the contemplated Private Placement is not completed). Notwithstanding the foregoing, the number of Common Shares available to be granted and reserved for issuance under the Omnibus Equity Incentive Plan shall not exceed 20% of the issued and outstanding Common Shares of the Company at the time the Omnibus Equity Incentive Plan is implemented following the Meeting (the "**Share Limit**"). As such, the maximum number of Common Shares available to be granted and reserved for issuance under the Omnibus Equity Incentive Plan (including such number of securities issued as Dividend Equivalents) will be fixed at the lesser of (i) 330,000,000 Common Shares,

and (ii) 20% of the issued and outstanding Common Shares at the time the Omnibus Equity Incentive Plan is implemented following the Meeting.

A summary of the key terms of the Omnibus Equity Incentive Plan is set out below, which is qualified in its entirety by the full text of the Omnibus Equity Incentive Plan. A copy of the Omnibus Equity Incentive Plan is attached as Schedule "A" hereto.

Key Terms of the Omnibus Equity Incentive Plan

Capitalized terms used but not otherwise defined in this section shall have the meanings given to them in the Omnibus Equity Incentive Plan.

Eligible Participants: In respect of a grant of Options, any director, executive officer, employee or Consultant of the Company or any of its Subsidiaries. In respect of a grant of Share Units, any director, executive officer, employee or Consultant of the Company or any of its Subsidiaries other than Persons retained to provide Investor Relations Activities. In respect of a grant of DSUs, any Non-Employee Director other than Persons retained to provide Investor Relations Activities.

Award Types: Options, Share Units and DSUs (each an "**Award**" and, collectively, the "**Awards**"). Share Units may have vesting criteria attached thereto that is either time-based or performance-based of a "Performance Share Unit" type, or both. All Awards are granted by an agreement or other instrument or document evidencing the Award granted under the Omnibus Equity Incentive Plan (an "**Award Agreement**").

- **Options:** an option granted by the Company to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price. Subject to the provisions of the Omnibus Equity Incentive Plan and required approvals, the Board can determine the Option Price (which shall not be less than the Market Value of a Share), the vesting provisions and the term of the Options (which shall not exceed 10 years from the date of grant).
- **Share Units:** an Award that is a bonus for services rendered in the year of grant, that, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share or, at the sole discretion of the Board, a Share, and subject to such restrictions and conditions on vesting as the Board may determine at the time of grant, unless such Share Unit expires prior to being settled. Restrictions and conditions on vesting may, without limitation, be based on the passage of time during continued employment or other service relationship (sometimes referred to as a "Restricted Share Unit" or "RSU"), the achievement of specified Performance Criteria (sometimes referred to as a "Performance Share Unit" or "PSU"), or both.
- **DSU:** an Award for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Eligible Participant to receive cash or acquire Shares, as determined by the Corporation in its sole discretion, unless such DSU expires prior to being settled. The grant of a DSU by the Board shall be evidenced by a DSU Agreement.

Share Limit: The maximum number of Common Shares of the Company available to be granted and reserved for issuance pursuant to Awards under the Omnibus Equity Incentive Plan (including such number of securities issued as Dividend Equivalents) will be fixed at 330,000,000 Common Shares (on a pre-Consolidation basis).

Share Counting: Each Common Share subject to an Option is counted as reserving one Common Share under the Omnibus Equity Incentive Plan. Each Common Share subject to a Share Unit is counted as reserving one Common Share under the Omnibus Equity Incentive Plan. Each Common Share subject to a DSU is counted as reserving one Common Share under the Omnibus Equity Incentive Plan.

Participation Limits:

- The maximum number of the Company's securities issuable to Insiders, at any time under the Omnibus Equity Incentive Plan, or when combined with all of the Company's other Share Compensation Arrangements, cannot exceed ten percent (10%) of the Company's total issued and outstanding securities, unless the requisite disinterested shareholder approval has been obtained.
- The maximum number of the Company's securities issuable to Insiders (as a group), within any 12 month period, under the Omnibus Equity Incentive Plan, or when combined with all of the Company's other Share Compensation Arrangements, cannot exceed ten percent (10%) of the Company's total issued and outstanding securities, unless the requisite disinterested shareholder approval has been obtained.
- The maximum number of Awards granted to one Person in any 12 month period cannot exceed five percent (5%) of the Company's total issued and outstanding securities, unless disinterested shareholder approval is obtained, as per the Omnibus Equity Incentive Plan.
- The maximum number of Awards granted to any Consultant within the 12 month period cannot exceed two percent (2%) of the Company's total issued and outstanding securities.
- The maximum number of Options granted to all Persons retained to provide Investor Relations Activities cannot exceed two percent (2%) of the Company's total issued and outstanding securities.

Shareholder Approval of the Omnibus Equity Incentive Plan:

As the Omnibus Equity Incentive Plan is a fixed plan, the Omnibus Equity Incentive Plan will require disinterested shareholder approval at the time it is implemented and at such time the shares reserved for issuance under the plan is amended.

Plan Administration:

The Omnibus Equity Incentive Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board.

Subject to the provisions of the Omnibus Equity Incentive Plan, applicable laws and the rules of the TSXV, the Board (or its delegate), has sole discretion to: (i) designate the Eligible Participants who will receive Awards (an Eligible Participant who receives an Award, a "**Participant**"), (ii) designate the types and amount of Award to be granted to each Participant, (iii) determine the terms and conditions of any Award, including any vesting conditions or conditions based on performance of the Company or of an individual, (iv) determine the term of the Awards, (v) interpret and administer the Omnibus Equity Incentive Plan and any Award Agreements; and (vi) make such amendments to the Omnibus Equity Incentive Plan and Awards made under the Omnibus Equity Incentive Plan as are permitted by the Omnibus Equity Incentive Plan and the rules of the TSXV.

Assignment:

Awards are not assignable or transferable, except by will or by laws of descent and distribution.

Effect of Termination on Awards:

Termination for Cause: Options will terminate automatically and become void immediately upon a Participation ceasing to be an Eligible Participation for Cause. All unvested Share Units terminate immediately and Share Units credited to the Participant's Account forfeited and cancelled.

Termination not for Cause: Unvested Options will terminate automatically and become void immediately and vested Options shall cease to be exercisable on the earlier of 90 days from the Termination Date (or such later date as the Board may, in its sole discretion, determine, but which shall not be later than 12 months from the Termination Date) and the expiry date of such Option. All unvested Share Units credited to the Participant's Account forfeited and cancelled.

Resignation: Unvested Options will terminate automatically and become void immediately and vested Options shall cease to be exercisable on the earlier of 90 days from the Termination Date (or such later date as the Board may, in its sole discretion, determine, but which shall not be later than 12 months from the Termination Date) and the expiry date of such Option. All unvested Share Units terminate immediately and Share Units credited to Participant's Account forfeited and cancelled.

Retirement / Permanent Disability: Unvested Options will terminate automatically and become void immediately and vested Options shall cease to be exercisable on the earlier of 90 days from the date of retirement or the date that the Participant ceases employment/service due to permanent disability (or such later date as the Board may, in its sole discretion, determine, but which shall not

be later than 12 months from the Termination Date) and the expiry date of such Option. All unvested Share Units credited to the Participant's Account forfeited and cancelled.

Death: Unvested Options will terminate automatically and become void immediately and vested Options shall cease to be exercisable by the legal representative of the Participant on the earlier of 12 months from death and the expiry date of such Option. All unvested Share Units credited to the Participant's Account forfeited and cancelled.

Leave of Absence: Upon a Participant electing a voluntary leave of absence of more than 12 months, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in the Omnibus Equity Incentive Plan shall be terminated, provided that all vested Options shall remain outstanding and in effect until the earlier of the date that is 12 months after a Participant ceases to be an Eligible Participant, the applicable exercise date, or such earlier date determined by the Board at its sole discretion. All unvested Share Units credited to the Participant's Account forfeited and cancelled.

Amendments:

The Board may, without approval of the shareholders of the Corporation, make the following amendments:

- other than amendments to the exercise price and the expiry date of any Award requiring shareholder approval (as outlined below), any amendment, with the consent of the Participant, to the terms of an Award previously granted to such Participant under the Plan;
- any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the TSXV (or any other stock exchange on which the Shares are listed) or any other regulatory body to which the Corporation is subject;
- any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Omnibus Equity Incentive Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Omnibus Equity Incentive Plan that is inconsistent with any other provision of the Omnibus Equity Incentive Plan, correcting grammatical or typographical errors and amending the definitions contained within the Omnibus Equity Incentive Plan; or
- any amendment regarding the administration or implementation of the Omnibus Equity Incentive Plan.

In addition, the Board may, subject to regulatory approval, discontinue the Omnibus Equity Incentive Plan at any time without the consent of the Participants provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Omnibus Equity Incentive Plan.

Shareholder approval is required to make the following amendments:

- any amendment to the maximum percentage or number of Shares that may be reserved for issuance pursuant to the exercise or settlement of Awards granted under the Omnibus Equity Incentive Plan, including an increase to the fixed maximum percentage of Shares or a change from a fixed maximum percentage of Shares to a fixed maximum number of Shares or vice versa, other than in connection with a dividend, recapitalization or other transaction where an adjustment is permitted or required under the Omnibus Equity Incentive Plan (the "**Permitted Adjustments**");
- any amendment which reduces the exercise price of any Award, as applicable, after such Award has been granted or any cancellation of an Award and the replacement of such Award with an Award with a lower exercise price or other entitlements, other than the Permitted Adjustments; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which reduces the exercise price of any Option if the Participant is an Insider of the Corporation at the time of the proposed amendment;
- any amendment which extends the expiry date of any Award, or the Restriction Period of any Share Unit beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period;
- any amendment to the definition of an Eligible Participant under the Omnibus Equity Incentive Plan;

- any amendment to the participation limits set out in Section 2.5 of the Omnibus Equity Incentive Plan; or
- any amendment to the Adjustments and Amendments section of the Omnibus Equity Incentive Plan.

In addition, the Board may, by resolution, but subject to applicable regulatory and shareholder approval, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment or engagement shall not apply for any reason acceptable to the Board.

Resolution

At the Meeting, shareholders will be asked to consider and if thought fit, approve an ordinary resolution ratifying the adoption of the Omnibus Equity Incentive Plan. In order to be effective, an ordinary resolution requires approval by a majority of the votes cast by disinterested shareholders for such resolution. The text of the ordinary resolution to be considered at the Meeting will substantially be as follows:

"**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:

1. the Enablence Technologies Inc. Omnibus Equity Incentive Plan, substantially in the form attached as Schedule "A" to the management information circular of the Company, is hereby confirmed, ratified and approved, and the Company has the ability to grant awards under the Omnibus Equity Incentive Plan;

2. the awards to be issued under the Omnibus Equity Incentive Plan, be and are hereby approved;

3. the board of directors (the "**Board**") of the Company is hereby authorized to make such amendments to the Omnibus Equity Incentive Plan from time to time, as may be required by the applicable regulatory authorities, or as may be considered appropriate by the Board, in its sole discretion, provided always that such amendments be subject to the approval of the regulatory authorities, if applicable, and in certain cases, in accordance with the terms of the Omnibus Equity Incentive Plan, the approval of the Shareholders.; and

4. any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or cause to be delivered, all such documents and instruments and to perform or cause to be performed all such other acts and things as in such director's or officer's opinion may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

Recommendation of the Board of Directors

The Incentive Plan Resolution must be approved by a majority of the votes cast in person or by proxy at the Meeting by the holders of Common Shares, excluding 6,074,406 Common Shares held insiders of the Company and their associates and affiliates (representing approximately 0.9% of the issued and outstanding Common Shares). The Board of Directors has determined that the Omnibus Equity Incentive Plan is in the best interests of the Company and unanimously recommends that the holders of Common Shares vote **FOR** the Incentive Plan Resolution.

4. Consolidation

On August 23, 2021, the Company announced its recapitalization plan (the "**Recapitalization Transaction**") to improve the financial condition of the Company and to provide existing securityholders with an opportunity to participate in, and shape, the future of Enablence.

The Recapitalization Transaction is comprised of a restructuring of its secured debt, a Shares-for-Debt Settlement (as defined herein), a Shares-for-Services Settlement (as defined herein), a concurrent private placement of up to $11 million of subscription receipts (the "**Private Placement**") and the Consolidation. As part of the Recapitalization Transaction, Vortex ENA LP ("**Vortex LP**") agreed to make available to the Company up to $3 million in additional short-term promissory notes, subject to certain conditions, to provide interim financing and cover operating costs of the business prior to the closing date of the Recapitalization Transaction (the "**Grid Note**"). Any amounts owing on the Grid Note as of the closing date of the Recapitalization Transaction are expected to be converted to Common Shares at the Recap Price (as defined herein) on the same terms as the Shares-for-Debt Settlement, subject to TSXV approval. Advances under the Grid Loan will be subject to the approval of Vortex LP, in its sole discretion, based on capital requests made by the Company. As of the date hereof, Enablence has borrowed $700,000 under the Grid Note.

Recently, the Company has considered the merits and potential benefits of proceeding with a consolidation of the outstanding Common Shares in order to, among other things, increase the trading price of such shares and to allow the Company to meet the minimum issue price of the TSXV (being $0.05 per share). As such, we are seeking shareholder approval at the Meeting to consolidate the issued and outstanding Common Shares on the basis of one (1) new post-consolidation Common Share in exchange for a number of pre-Consolidation shares within a range of fifty (50) to two-hundred (200), as may be determined by the directors of the Company in its sole discretion, as future circumstances dictate ("**Consolidation Ratio**").

As of the date of this Circular, the number of issued and outstanding Common Shares is 641,927,418. The number of post-consolidation Common Shares, assuming a Consolidation Ratio of 1 to 50 Common Shares, would be approximately 12,838,548 and assuming a Consolidation Ratio of 1 to 200 Common Shares, would be approximately 3,209,637. No fractional or post-consolidation Common Shares will be issued and no cash will be paid *in lieu* of fractional or post-consolidation Common Shares. In the case of fractional Common Shares resulting from the Consolidation, such fractions of a share will be rounded down to the nearest whole Common Share.

The Company believes that providing the Board with the authority to select within a range of Consolidation ratios provides the Board the flexibility to implement the Consolidation in a manner intended to maximize the anticipated benefits for the Company and its shareholders. In determining which Consolidation ratio to select within the range to be authorized by the shareholders, the Board may consider various factors, including the following: (i) the historical trading prices and trading volumes of the Common Shares; (ii) the requirements of the TSXV, including in relation to the adequacy of public distribution of the Common Shares following the implementation of the Consolidation; (iii) the anticipated impact of the Consolidation on future trading prices and trading volumes of the Common Shares; (iv) trading price thresholds that affect the ability of certain equity market participants to invest or recommend investments in the Common Shares; and (v) prevailing general market and economic conditions.

Effect on Stock Options and Issuances pursuant to Equity Incentive Plans

Upon the Consolidation becoming effective, the number of Common Shares reserved for issuance by the Company, including those Common Shares reserved for issuance under the Company's equity incentive plan in effect at the time of the Consolidation as well as any entitlements outstanding thereunder (the

"**Applicable Equity Incentive Plans**"), will be adjusted to give effect to the Consolidation. Specifically, the number of Common Shares reserved for issuance and pursuant entitlements outstanding under the Applicable Equity Incentive Plans as well as the exercise price associated with such entitlements will be adjusted by the Consolidation Ratio to give effect to the Consolidation.

Risks Associated with the Consolidation

There can be no assurance that any increase in the market price for Common Shares of the Company resulting from the Consolidation will be sustainable or that it will equal or exceed the direct arithmetical result of the Consolidation since there are numerous factors and contingencies that could affect such price, including the status of the market for the Common Shares at the time, the Company's operations and general economic, geopolitical, stock market and industry conditions.

Accordingly, the total market capitalization of the Common Shares after the Consolidation may be lower than the total market capitalization before the Consolidation and, in the future, the market price of the Common Shares may not exceed or remain higher than the market price prior to the Consolidation. While the Board believes that a higher share price may help generate investor interest in the Common Shares, there can be no assurance that the Consolidation will result in a per share market price that will attract additional investors or that such price will satisfy the investing guidelines of such investors. As a result, the trading liquidity of the Common Shares may not necessarily improve. If the Consolidation is implemented and the market price of the shares declines, the percentage decline may be greater than would occur in the absence of the Consolidation. The market price of the Common Shares will, however, also is based on the Company's performance and other factors, which are unrelated to the number of Common Shares outstanding. Furthermore, the liquidity of the Common Shares could be adversely affected by the reduced number of Common Shares that would be outstanding after the Consolidation.

Resolution

The implementation of the Consolidation is subject to: (i) receipt of all required regulatory approvals, including approval of the TSXV; and (b) the approval of the shareholders of the Company at the Meeting. If these approvals are received, the Consolidation will occur at a time determined by the Board and the Company will issue a news release to confirm the details of the Consolidation, including the Consolidation Ratio.

Notwithstanding approvals being received, the Board may determine not to proceed with the Consolidation at its discretion.

At the Meeting, shareholders will be asked to consider, and if deemed advisable, approve the resolution set forth below (the "**Consolidation Resolution**") authorizing the Board to file articles of amendment giving effect to the Consolidation on the basis of one (1) post-Consolidation share in exchange for a number of pre-Consolidation shares within a range of fifty (50) to two-hundred (200), or such lesser number of pre-consolidation Common Shares as determined by the Board in its sole discretion. The Consolidation Resolution is a special resolution and, as such, requires approval by not less than two-thirds (66 2/3%) of the votes cast by the voting shareholders present in person, or represented by proxy, at the meeting. Notwithstanding shareholder approval of the Consolidation Resolution at the meeting, the Board may, in its sole discretion, determine not to proceed with the Consolidation or may choose when to effect the Consolidation. The full text of the Consolidation Resolution is set out below:

"**BE IT RESOLVED**, as a special resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:

1. the articles of the Company be amended to change the number of issued and outstanding voting common shares ("**Common Shares**") of the Company by consolidating the issued and outstanding Common Shares on the basis of one (1) new Common Share, as applicable, for a number of pre-Consolidation shares within a range of fifty (50) to two-hundred (200) (the "**Consolidation**"), the final consolidation ratio (up to such maximum) to be determined by the board of directors (the "**Board**") of the Company, such amendment to become effective at a date in the future to be determined by the Board when the Board considers it to be in the best interests of the Company to implement such Consolidation, subject to all necessary stock exchange approvals;

2. notwithstanding that this special resolution has been passed by the shareholders of the Company, the directors of the Company are hereby authorized and empowered to revoke this resolution, without any further approval of the shareholders of the Company, at any time if such revocation is considered necessary or desirable by the directors; and

3. any one director or officer of the Company be, and each of them is hereby, authorized and directed for and in the name of and on behalf of the Company, to execute or cause to be executed, whether under corporate seal of the Company or otherwise, and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as in the opinion of such director or officer may be necessary or desirable in order to carry out the terms of this resolution, such determination to be conclusively evidenced by the execution and delivery of such documents or the doing of any such act or thing."

In order to be passed, the foregoing special resolution must be approved by not less than two-third (66 2/3%) of the votes cast by shareholders who vote in person or by proxy at the Meeting. The persons named in the accompanying proxy will vote **FOR** of the resolution to re-approve the Consolidation unless a shareholder specifies otherwise in the proxy.

Recommendation of the Board of Directors

The Board of Directors has determined the Consolidation is in the best interests of the Company and unanimously recommends that the holders of Common Shares vote **FOR** the Consolidation. **The implementation of the Consolidation is a condition precedent to the completion of the Shares-for-Debt Settlement and the Private Placement.**

Implementation of Consolidation

Assuming that the Consolidation Resolution receives the necessary shareholder approval, the Consolidation is approved by the TSXV and the Board of Directors determines to implement the Consolidation, the Company will issue a news release announcing the Consolidation, including the applicable Consolidation Ratio, and, in accordance with the rules of the TSXV, the post-Consolidation Common Shares will be assigned a new CUSIP number. Registered Shareholders should then, at that time, complete, sign and return the letter of transmittal (the "**Letter of Transmittal**") enclosed with this Circular. The Letter of Transmittal must be used by such Registered Shareholders to transmit their Common Share certificates or Direct Registration System (DRS) Advices to Computershare Investor Services Inc., the transfer agent of the Company at 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 in order to exchange Common Share certificates or DRS Advices for Common Share certificates or DRS Advices representing the number of Common Shares to which a Registered Shareholder is entitled as a result of the Consolidation.

No delivery of certificates or DRS Advices to a Registered Shareholder will be made until the Registered Shareholder has surrendered their currently issued certificates or DRS Advices, as applicable, and a properly completed Letter of Transmittal to Computershare Investor Services Inc. The Letter of Transmittal will contain instructions to Registered Shareholders on how to surrender their certificates or DRS Advices representing pre-consolidation Common Shares to Computershare Investor Services Inc. Computershare Investor Services Inc. will forward to each Registered Shareholder who has sent the properly completed Letter of Transmittal and the certificates or DRS Advices, a DRS Advice representing the number of post-Consolidation Common Shares to which the Registered Shareholder is entitled. Until surrendered, each Common Share certificate or DRS Advice shall be deemed for all purposes to represent the number of Common Shares to which the Registered Shareholder is entitled as a result of the Consolidation. Following the Consolidation, the Common Shares will have a new CUSIP number.

5. Minority Shareholder Approval of Related Party Transaction Pursuant to Shares for Debt Settlement and Disinterested Shareholder Approval for Fees to be Settled in Excess of $2,500 per month as required by the policies of the TSXV

As of the date hereof, the Company has entered into a debt settlement agreement (the "**Shares-for-Debt Settlement**") with creditors holding $41,397,844.11 of the total unsecured debt of the, pursuant to which all of the debt owed by the Company to such creditors will be settled in exchange for the issuance of either (i) Common Shares at a deemed price of $0.025 per Common Share (the "**Recap Price**"), or (ii) units of the Company ("**Units**") at a deemed price equal to the Recap Price, whereby each Unit will entitle the holder thereof to receive one Common Share and one-fifth ($1/5^{th}$) of one common share purchase warrant (the "**Warrants**"), at the creditor's election and subject to the policies of the TSXV. Each full Warrant will entitle the holder thereof to purchase one Common Share at a price of $0.03 per share for a period of 36 months following the closing date of the Recapitalization Transaction.

In addition, the Company extended an offer to certain remaining debtholders of the Company, holding an aggregate of $1,955,863.59 in debt (the "**Required Remaining Debt**"), to settle such Required Remaining Debt on the same terms as the Shares-for-Debt Settlement. It is a condition to completing the Shares-for-Debt Settlement that 100% of the debtholders other than Vortex ENA LP and the directors of Enablence enter into an agreement with the Company to convert such debt on the same terms as the Shares-for-Debt Settlement noted above.

Subject to TSXV approval, any amounts owing on the Grid Note as of the closing date of the Recapitalization Transaction are expected to be converted to Common Shares at the Recap Price on the same terms as the Shares-for-Debt Settlement. As of the date hereof, the Company has borrowed $700,000 from the Grid Note. See *"Particular of Matters to be Acted Upon Consolidation"* for more details.

***Pro Forma* Capitalization Relating to the Shares-for-Debt Settlement**

The table below provides an overview of the *pro forma* capitalization of the Company after giving effect to the Share-for-Debt Settlement (as detailed above) based on the information available as of the date hereof.

	Before giving effect to the Shares-for-Debt Settlement	**After giving effect to the Shares-for-Debt Settlement**
Common Shares	641,927,418	2,060,631,389
Warrants	0	189,341,318

Related Party Implications of the Shares-for-Debt Settlement

Each of Mr. Derek H. Burney, Mr. Louis De Jong, Mr. Dan Shmitt and Mr. Craig Mode are participants in the Shares-for-Debt Settlement, each of whom is a "related party" of the Company pursuant to MI 61-101 (as defined below) (each, a "**Related Party**" and, collectively, the "**Related Parties**"). The Related Parties are owed an aggregate amount of $1,305,336.72 by the Company, which is proposed to be settled for an aggregate of 52,213,467 Common Shares pursuant to the terms of the Shares-for-Debt Settlement.

Each Shares-for-Debt Settlement with a Related Party is a "related party transaction" as defined in MI 61-101 – *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**"). Consequently, in order to be effective, each Shares-for-Debt Settlement must be approved by a simple majority of the votes cast by the holders of Common Shares, excluding the votes of Common Shares held or controlled such Related Party.

The Company is exempt from the formal valuation requirements of Section 5.4(1) of MI 61-101 for a related party transaction in reliance on the exemption in Section 5.5(b) of MI 61-101 as no securities of the Company are listed on the markets specified therein. The Company will seek "minority approval" (as defined in MI 61-101) of each Shares-for-Debt Settlement with a Participating Insider in accordance with MI 61-101.

	PRIOR TO GIVING EFFECT TO RECAPITALIZATION TRANSACTION				AFTER GIVING EFFECT TO RECAPITALIZATION TRANSACTION[(1)(2)]			
Name	Common Shares (#)	Options (#)	Debt ($)	Holdings (%)	Common Shares (#)	Options (#)	Debt ($)	Holdings (%)
Derek H. Burney *Director*	0	0	$355,972.60	Basic & Partially Diluted: 0.0%	14,238,904	0	$0	Basic & Partially Diluted: 0.5%
Louis De Jong *Director*	6,000,000	2,025,000	$412,273.97	Basic: 0.9% Partially Diluted: 1.2%	22,490,958	2,025,000	$0	Basic: 0.8% Partially Diluted: 0.9%
Dan Shmitt *Director*	0	0	$465,534.25	Basic & Partially Diluted: 0.0%	18,621,369	0	$0	Basic & Partially Diluted: 0.7%
Craig Mode *Officer*	0	0	$71,555.90	Basic & Partially Diluted: 0.0%	2,862,236	0	$0	Basic & Partially Diluted: 0.1%
TOTAL	**6,000,000**	**2,025,000**	**$1,305,336.72**	**Basic: 0.9% Partially Diluted: 1.2%**	**58,213,467**	**2,025,000**	**$0**	**Basic: 2.1% Partially Diluted: 2.2%**

Notes:

(1) Assuming: (i) the full amount of the C$3 million Grid Note is drawn and converted for 120,000,000 Common Shares; (ii) the C$11 million Private Placement is fully-subscribed resulting in the issuance of 440,000,000 Common Shares (and none of the subscription receipt warrants to be issued thereunder are exercised); (iii) the C$1 million Shares-for-Services is converted for 40,000,000 Common Shares; (iv) all debt contemplated under the Shares-for-Debt Settlement (including the Required Remaining Debt) totalling an aggregate of C$43,353,707.70 of debt, convert such debt for an aggregate of 1,496,938,514 Common Shares in accordance with the terms of the Shares-for-Debt Settlement; and (v) no other Common Shares or other securities of the Company are issued.

(2) Before giving effect to the Consolidation.

Disinterested Shareholder Approval of Shares-for-Debt Settlement between the Company and each of Gitwangak Capital Corp. and Scott Larin

Shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting, excluding the votes of Common Shares held or controlled by Mr. Larin and Gitwangak Capital Corp., a corporation controlled by Mr. Larin (together, "**Larin**"), in connection with the approval of the Shares-for-Debt Settlement of Larin. The Shares-for-Debt Settlement between the Company and Larin is for aggregate accrued fees in the amount of $111,220.50 (being $101,700 owed to Gitwangak Capital Corp. and $9,520.50 owed to Mr. Larin), for consulting services

rendered by Larin during the period that Mr. Larin was an officer of the Company. As the amount being settled pursuant to the Shares-for-Debt Settlement relates to management fees of more than $2,500 per month, a disinterested shareholder vote is required under the rules of the TSXV to approve the Shares-for-Debt Settlement with Larin.

As of the date hereof, Larin, and any of their respective associates and affiliates, hold nil Common Shares. Therefore, no Common Shares will be excluded from voting on this resolution.

After completion of the Shares-for-Debt Settlement, Larin is expected to own 3,559,056 Common Shares and 711,811 Warrants, representing approximately 0.1% to 0.2% of the issued and outstanding of the *pro forma* Common Shares (both on basic and partially-diluted basis), based on whether only partial restructuring is completed or full restructuring is completed (as detailed below).

- Assuming only the amounts currently subject to an executed Shares-for-Debt agreement (as of the date hereof) complete the Shares-for-Debt Settlement, no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction) and the Private Placement is not completed, the securities expected to be held by Larin would represent approximately 0.2% of the *pro forma* issued and outstanding Common Shares (both on basic and partially-diluted basis).

- Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by Larin would represent approximately 0.2% of the *pro forma* issued and outstanding Common Shares (both on basic and partially-diluted) prior to completion of the Private Placement, and approximately 0.1% of the *pro forma* issued and outstanding Common Shares on a basic and 0.2% on a partially-diluted basis following completion of a fully-subscribed Private Placement; and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by Larin would represent approximately 0.2% of the *pro forma* issued and outstanding Common Shares prior to completion of the Private Placement (both on basic and partially-diluted basis), and approximately 0.1% of the *pro forma* issued and outstanding Common Shares following completion of a fully-subscribed Private Placement on a basic basis and 0.2% on a partially-diluted basis.

Disinterested shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions (the "**Larin Shares-for-Debt Resolution**") which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting provided that the respective votes attached to the Common Shares held by Larin, and any of their associates or affiliates, are excluded from the calculation of such approval.

> "**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:
>
> 1. the issuance by the Company to Gitwangak Capital Corp. and Scott Larin of an aggregate of 3,559,056 common shares in the capital of the Company and 711,811 common share purchase warrants of the Company, in satisfaction of the indebtedness of the Company to Gitwangak Capital Corp. and Scott Larin in the aggregate amount of $111,220.50, be and is hereby approved;

2. the Company is authorized to make such submissions and filings with the TSX Venture Exchange and any securities commissions and other regulatory authorities as management of the Company may deem be necessary in order to complete the shares for debt settlement; and

3. all previous actions by the directors and officers of the Company in connection with the shares for debt settlement are confirmed, ratified and approved."

Recommendation of the Board of Directors

The Board recommends that shareholders vote **FOR** the approval of the Larin Shares-for-Debt Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the Larin Shares-for-Debt Resolution.

Disinterested Shareholder Approval of Shares-for-Debt Settlement between the Company and Steve Wang

Shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting, excluding the votes of Common Shares held or controlled by Mr. Wang, in connection with the approval of the Shares-for-Debt Settlement of Mr. Wang. The Shares-for-Debt settlement between the Company and Mr. Wang is for aggregate accrued fees in the amount of $122,835.85, for reimbursable expenses and prior wages earned by Mr. Wang during the period that Mr. Wang was an officer of the Company. As the amount being settled pursuant to the Shares-for-Debt Settlement relates to management fees of more than $2,500 per month, a disinterested shareholder vote is required under the rules of the TSXV to approve the Shares-for-Debt Settlement with Mr. Wang.

As of the date hereof, Mr. Wang, and any of his associates and affiliates, hold nil Common Shares. Therefore, no Common Shares will be excluded from voting on this resolution.

After completion of the Shares-for-Debt Settlement, Mr. Wang, including any of his associates and affiliates, is expected to own 4,380,373 Common Shares, which represents approximately 0.2% of the issued and outstanding of the Common Shares of the Company, regardless of whether only partial restructuring is completed or full restructuring is completed (as detailed below).

- Assuming only the amounts currently subject to an executed Shares-for-Debt agreement (as of the date hereof) complete the Shares-for-Debt Settlement, no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction) and the Private Placement is not completed, the securities expected to be held by Mr. Wang, and any of his associates and affiliates would represent approximately 0.2% of the *pro forma* issued and outstanding Common Shares.

- Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by Mr. Wang, and any of his associates and affiliates would represent approximately 0.2% of the *pro forma* issued and outstanding Common Shares prior to completion of the Private Placement, and approximately 0.2% of the *pro forma* issued and outstanding Common Shares following completion of a fully-subscribed Private Placement; and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by Mr. Wang, and any of his associates and affiliates would represent approximately 0.2% of the *pro forma* issued and

outstanding Common Shares prior to completion of the Private Placement, and approximately 0.2% of the *pro forma* issued and outstanding Common Shares following completion of a fully-subscribed Private Placement.

Disinterested shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions (the "**Wang Shares-for-Debt Resolution**") which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting provided that the respective votes attached to the Common Shares held by Mr. Wang, and any of his associates or affiliates, are excluded from the calculation of such approval.

"**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:

1. the issuance by the Company to Mr. Steve Wang in the aggregate of 4,380,373 common shares in the capital of the Company and a cash payment of US$10,498.28 in satisfaction of the indebtedness of the Company to Mr. Steve Wang in the aggregate amount of $122,835.85 be and is hereby approved;

2. the Company is authorized to make such submissions and filings with the TSX Venture Exchange and any securities commissions and other regulatory authorities as management of the Company may deem be necessary in order to complete the shares for debt settlement; and

3. all previous actions by the directors and officers of the Company in connection with the shares for debt settlement are confirmed, ratified and approved."

Recommendation of the Board of Directors

The Board recommends that shareholders vote **FOR** the approval of the Wang Shares-for-Debt Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the Wang Shares-for-Debt Resolution.

Disinterested Shareholder Approval of Shares-for-Debt Settlement of Bonus Fees between the Company and Mr. Louis De Jong

Shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting, excluding the votes of Common Shares held or controlled by Mr. De Jong in connection with the approval of a portion of the Shares-for-Debt Settlement for Mr. De Jong with respect to $50,000 in bonus fees granted in December 2013 pursuant to his consulting agreement with the Company that remains unpaid (the "**Fee Shares Settlement**"). As the amount being settled relates to management fees of more than $2,500 per month, a disinterested shareholder vote is required under the rules of the TSXV to approve the Shares-for-Debt Settlement with Mr. De Jong. The Fee Shares Settlement will be settled pursuant to the terms of the Shares-for-Debt Settlement at the Recap Price for 2,000,000 Common Shares.

The respective votes attached to 6,000,000 Common Shares held by Mr. De Jong, and any of his associates and affiliates thereof (representing 0.9% of the issued and outstanding Common Shares), are excluded from the calculation of such approval.

In addition, Mr. De Jong is also settling approximately $362,273,97 of bridge loan financing indebtedness owed to him, as a creditor of the Company (the "**De Jong Debt Settlement**"), pursuant to the Shares-for-Debt Settlement, in exchange for an additional 14,490,958 Common Shares. The De Jong Debt Settlement will require a separate minority shareholder approval. See *"Minority Shareholder Approval of Related Party Transaction between the Company and Mr. Louis De Jong"* below for details of the De Jong Debt Settlement and Mr. De Jong's securityholding information subsequent to the Fee Shares Settlement and De Jong Debt Settlement.

After completion of the Fee Shares Settlement but prior to the De Jong Debt Settlement, Mr. De Jong, and any of his associates and affiliates, is expected to own 8,000,000 Common Shares and 2,025,000 options, which represents approximately 0.3% to 0.4% of the issued and outstanding of the Common Shares, based on whether only partial restructuring is completed or full restructuring is completed (as detailed below).

- Assuming only the amounts currently subject to an executed Shares-for-Debt agreement (as of the date hereof) complete the Shares-for-Debt Settlement, no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction) and the Private Placement is not completed, the securities expected to be held by Mr. De Jong, and any of his associates and affiliates would represent approximately 0.4% of the *pro forma* issued and outstanding Common Shares.

- Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by Mr. De Jong, and any of his associates and affiliates would represent approximately 0.4% of the *pro forma* issued and outstanding Common Shares and 0.5% on a partially-diluted basis prior to completion of the Private Placement, and approximately 0.3% of the *pro forma* issued and outstanding Common Shares and 0.4% on a partially-diluted basis following completion of a fully-subscribed Private Placement; and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by Mr. De Jong, and any of his associates and affiliates would represent approximately 0.3% of the *pro forma* issued and outstanding Common Shares and 0.4% on a partially-diluted basis prior to completion of the Private Placement, and approximately 0.4% of the *pro forma* issued and outstanding Common Shares and 0.4% on a partially-diluted basis following completion of a fully-subscribed Private Placement.

Disinterested shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions (the "**Fee Settlement Resolutions**") which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting provided that the respective votes attached to the Common Shares held by Mr. De Jong, and any of his associates or affiliates, are excluded from the calculation of such approval.

> "**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:
>
> 1. the issuance by the Company to Louis De Jong in the aggregate of 2,000,000 common shares in the capital of the Company in satisfaction of the indebtedness of the Company to Louis De Jong for certain bonus fees in the aggregate amount of $50,000 be and is hereby approved;

2. the Company is authorized to make such submissions and filings with the TSX Venture Exchange and any securities commissions and other regulatory authorities as management of the Company may deem be necessary in order to complete the shares for debt settlement; and

3. all previous actions by the directors and officers of the Company in connection with the shares for debt settlement are confirmed, ratified and approved."

Recommendation of the Board of Directors

The Board (with Mr. De Jong abstaining) recommends that shareholders (other than Mr. De Jong) vote **FOR** the approval of the De Jong Shares-for-Debt Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the De Jong Shares-for-Debt Resolution.

Minority Shareholder Approval of Related Party Transaction between the Company and Mr. Derek H. Burney

Shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting, excluding the votes of Common Shares held or controlled by Mr. Burney, in connection with the approval of the Shares-for-Debt Settlement of Mr. Burney. The respective votes attached to Common Shares held by Mr. Burney, and any of his associates and affiliates, are excluded from the calculation of such approval. As of the date hereof, Mr. Burney, and any of his associates and affiliates, hold nil Common Shares. Therefore, no Common Shares will be excluded from voting on this resolution.

After completion of the Shares-for-Debt Settlement, Mr. Burney, and any of his associates and affiliates, is expected to own 14,238,904 Common Shares, which represents approximately 0.5% to 0.7% of the issued and outstanding of the Common Shares, based on whether only partial restructuring is completed or full restructuring is completed (as detailed below).

- Assuming only the amounts currently subject to an executed Shares-for-Debt agreement (as of the date hereof) complete the Shares-for-Debt Settlement, no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction) and the Private Placement is not completed, the securities expected to be held by Mr. Burney, and any of his associates and affiliates would represent approximately 0.7% of the *pro forma* issued and outstanding Common Shares.

- Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by Mr. Burney, and any of his associates and affiliates would represent approximately 0.7% of the *pro forma* issued and outstanding Common Shares prior to completion of the Private Placement, and approximately 0.5% of the *pro forma* issued and outstanding Common Shares following completion of a fully-subscribed Private Placement, and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by Mr. Burney, and any of his associates and affiliates would represent approximately 0.6% of the *pro forma* issued and outstanding Common Shares prior to completion of the Private Placement, and approximately 0.5% of the *pro forma* issued and outstanding Common Shares following completion of a fully-subscribed Private Placement.

Shareholders will be asked at the Meeting to approve the following resolution (the "**Burney Shares-for-Debt Resolution**"):

> "**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:
>
> 1. the issuance by the Company to Mr. Derek H. Burney of 14,238,904 common shares in the capital of the Company in satisfaction of the indebtedness of the Company to Mr. Derek H. Burney in the aggregate amount of $355,972.60 be and is hereby approved;
>
> 2. the Company is authorized to make such submissions and filings with the TSX Venture Exchange and any securities commissions and other regulatory authorities as management of the Company may deem be necessary in order to complete the shares for debt settlement; and
>
> 3. all previous actions by the directors and officers of the Company in connection with the shares for debt settlement are confirmed, ratified and approved."

Recommendation of the Board of Directors

The Board (with Mr. Burney abstaining) recommends that shareholders vote **FOR** the approval of the Burney Shares-for-Debt Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the Burney Shares-for-Debt Resolution.

Minority Shareholder Approval of Related Party Transaction between the Company and Mr. Louis De Jong

Shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting, excluding the votes of Common Shares held or controlled by Mr. De Jong, in connection with the approval of the De Jong Debt Settlement for Mr. De Jong for an amount of $362,273.97. Mr. De Jong is also settling certain bonus fees owed to him by the Company, which are detailed above under *"Disinterested Shareholder Approval of Shares-for-Debt Settlement of Bonus Fees between the Company and Mr. Louis De Jong"*.

The respective votes attached to 6,000,000 Common Shares held by Mr. De Jong, and any of his associates and affiliates (representing 0.9% of the issued and outstanding Common Shares), are excluded from the calculation of such approval.

After completion of the Shares-for-Debt Settlement (including for greater certainty the Fee Shares Settlement), Mr. De Jong, and any of his associates and affiliates, is expected to own 22,490,958 Common Shares and 2,025,000 options, which represents approximately 0.8% to 1.1% of the issued and outstanding of the Common Shares of the Company, based on whether only partial restructuring is completed or full restructuring is completed (as detailed below).

- Assuming only the amounts currently subject to an executed Shares-for-Debt agreement (as of the date hereof) complete the Shares-for-Debt Settlement, no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction) and the Private Placement is not completed, the securities expected to be held by Mr. De Jong and any of his associates and affiliates would represent approximately 1.1% of the *pro forma* issued and outstanding Common Shares.

- Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by Mr. De Jong and any of his associates and affiliates would represent approximately 1.0% of the *pro forma* issued and outstanding Common Shares and 1.1% on a partially-diluted basis prior to completion of the Private Placement, and approximately 0.9% of the *pro forma* issued and outstanding Common Shares and 0.9% on a partially-diluted basis following completion of a fully-subscribed Private Placement; and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by Mr. De Jong and any of his associates and affiliates would represent approximately 1.0% of the *pro forma* issued and outstanding Common Shares and 1.1% on a partially-diluted basis prior to completion of the Private Placement, and approximately 0.8% of the *pro forma* issued and outstanding Common Shares and 0.9% on a partially-diluted basis following completion of a fully-subscribed Private Placement.

Shareholders will be asked at the Meeting to approve the following resolution (the "**De Jong Shares-for-Debt Resolution"**):

> "**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:
>
> 1. the issuance by the Company to Mr. Louis De Jong of 14,490,958 common shares in the capital of the Company in satisfaction of the indebtedness of the Company to Mr. Louis De Jong in the aggregate amount of $362,273.97 be and is hereby approved;
>
> 2. the Company is authorized to make such submissions and filings with the TSX Venture Exchange and any securities commissions and other regulatory authorities as management of the Company may deem be necessary in order to complete the shares for debt settlement; and
>
> 3. all previous actions by the directors and officers of the Company in connection with the shares for debt settlement are confirmed, ratified and approved."

Recommendation of the Board of Directors

The Board (with Mr. De Jong abstaining) recommends that shareholders (other than Mr. De Jong) vote **FOR** the approval of the De Jong Shares-for-Debt Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the De Jong Shares-for-Debt Resolution.

Minority Shareholder Approval of Related Party Transaction between the Company and Mr. Dan Shmitt

Shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting, excluding the votes of Common Shares held or controlled by Mr. Shmitt, in connection with the approval of the Shares-for-Debt Settlement of Mr. Shmitt. The respective votes attached to Common Shares held by Mr. Shmitt, and any of his associates and affiliates, are excluded from the calculation of such approval. As of the date hereof, Mr. Shmitt, and his associates and affiliates, hold nil Common Shares. Therefore, no Common Shares will be excluded from voting on this resolution.

After completion of the Shares-for-Debt Settlement, Mr. Shmitt, and any of his associates and affiliates, is expected to own 18,621,369 Common Shares, which represents approximately 0.7% to 0.9% of the issued and outstanding of the Common Shares, based on whether only partial restructuring is completed or full restructuring is completed (as detailed below).

- Assuming only the amounts currently subject to an executed Shares-for-Debt agreement (as of the date hereof) complete the Shares-for-Debt Settlement, no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction) and the Private Placement is not completed, the securities expected to be held by Mr. Shmitt and any of his associates and affiliates would represent approximately 0.9% of the *pro forma* issued and outstanding Common Shares of the Company.

- Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by Mr. Shmitt and any of his associates and affiliates would represent approximately 0.9% of the *pro forma* issued and outstanding Common Shares prior to completion of the Private Placement, and approximately 0.7% of the issued and outstanding Common Shares following completion of a fully-subscribed Private Placement; and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by Mr. Shmitt and any of his associates and affiliates would represent approximately 0.8% of the *pro forma* issued and outstanding Common Shares prior to completion of the Private Placement, and approximately 0.7% of the *pro forma* issued and outstanding Common Shares following completion of a fully-subscribed Private Placement.

Shareholders will be asked at the Meeting to approve the following resolution (the "**Shmitt Shares-for-Debt Resolution**"):

> "**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:
>
> 1. the issuance by the Company to Mr. Dan Shmitt of 18,621,369 common shares in the capital of the Company in satisfaction of the indebtedness of the Company to Mr. Dan Shmitt in the aggregate amount of $465,534.25 be and is hereby approved;
>
> 2. the Company is authorized to make such submissions and filings with the TSX Venture Exchange and any securities commissions and other regulatory authorities as management of the Company may deem be necessary in order to complete the shares for debt settlement; and
>
> 3. all previous actions by the directors and officers of the Company in connection with the shares for debt settlement are confirmed, ratified and approved."

Recommendation of the Board of Directors

The Board (with Mr. Shmitt abstaining) recommends that shareholders vote **FOR** the approval of the Shmitt Shares-for-Debt Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the Shmitt Shares-for-Debt Resolution.

Minority Shareholder Approval of Related Party Transaction between the Company and Mr. Craig Mode

Shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting, excluding the votes of Common Shares held or controlled by Mr. Mode, in connection with the approval of the Shares-for-Debt Settlement of Mr. Mode. The respective votes attached to Common Shares held by Mr. Mode, and any of his associates or affiliates, are excluded from the calculation of such approval. As of the date hereof, Mr. Mode, and his associates and affiliates, hold nil Common Shares. Therefore, no Common Shares will be excluded from voting on this resolution.

After completion of the Shares-for-Debt Settlement, Mr. Mode, and any of his associates or affiliates, is expected to own 2,862,236 Common Shares, which represents approximately 0.1% of the *pro forma* issued and outstanding of the Common Shares of the Company, regardless of whether only partial restructuring is completed or full restructuring is completed (as detailed below).

- Assuming only the amounts currently subject to an executed Shares-for-Debt agreement (as of the date hereof) complete the Shares-for-Debt Settlement, no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction) and the Private Placement is not completed, the securities expected to be held by Mr. Mode and any of his associates or affiliates would represent approximately 0.1% of the *pro forma* issued and outstanding Common Shares.

- Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by Mr. Mode and any of his associates or affiliates would represent approximately 0.1% of the *pro forma* issued and outstanding Common Shares prior to completion of the Private Placement, and approximately 0.1% of the *pro forma* issued and outstanding Common Shares following completion of a fully-subscribed Private Placement; and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by Mr. Mode and any of his associates or affiliates would represent approximately 0.1% of the *pro forma* issued and outstanding Common Shares prior to completion of the Private Placement, and approximately 0.1% of the *pro forma* issued and outstanding Common Shares following completion of a fully-subscribed Private Placement.

Shareholders will be asked at the Meeting to approve the following resolution (the "**Mode Shares-for-Debt Resolution**"):

> "**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:
>
> 1. the issuance by the Company to Mr. Craig Mode of 2,862,236 common shares in the capital of the Company in satisfaction of the indebtedness of the Company to Mr. Craig Mode in the aggregate amount of $71,555.90 be and is hereby approved;
>
> 2. the Company is authorized to make such submissions and filings with the TSX Venture Exchange and any securities commissions and other regulatory authorities as management of the Company may deem be necessary in order to complete the shares for debt settlement; and

3. all previous actions by the directors and officers of the Company in connection with the shares for debt settlement are confirmed, ratified and approved."

Recommendation of the Board of Directors

The Board recommends that shareholders vote **FOR** the approval of the Mode Shares-for-Debt Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the Mode Shares-for-Debt Resolution.

6. Creation of Bordessa as a New Control Person

At the Meeting, the disinterested shareholders of the Company will be asked to consider and, if deemed appropriate, to pass the Bordessa Control Person Resolution (as defined herein).

Background

In connection with the Shares-for-Debt-Settlement, Bordessa is a creditor of the Company and is owed by the Company an aggregate amount of $13,390,409.17 comprised of convertible debentures ($904,139.20), bridge loans ($12,456,713.30) and other debt ($29,556.67). In addition, Mr. Bordessa's spouse, Maria Semenko ("**Semenko**"), holds $7,534,493.25 in convertible debentures.

On July 30, 2021, the Company entered into an engagement letter (the "**Engagement Letter**") with Bordessa in relation to a proposed financial restructuring of the Company's balance sheet. Pursuant to the Engagement Letter, Bordessa is entitled to receive a fee equal to $1 million, upon the announcement of the Recapitalization Transaction, payable in Common Shares at the Recap Price, subject to the completion of the Recapitalization Transaction (the "**Shares-for-Services Settlement**"). Pursuant to the terms of the Engagement Letter, Bordessa will also be entitled to reimbursement in cash of up to $25,000 in third-party expenses incurred in the performance of services. Where tax is applicable, an additional amount equal to the amount of the tax owing will also be paid in cash by the Company to Bordessa at the same time the Shares-for-Services Settlement fee is paid.

After completion of the Shares-for-Debt Settlement and the Shares-for-Services Settlement, Bordessa and Semenko are expected to own an aggregate of 709,833,319 Common Shares and 133,730,200 Warrants.

The aggregate holdings of Bordessa and Semenko will represent approximately 25.9% to 36.5% of the *pro forma* issued and outstanding of the Common Shares of the Company, based on whether only partial restructuring is completed or full restructuring is completed (as detailed below).

- Assuming only the amounts currently subject to an executed Shares-for-Debt agreement (as of the date hereof) complete the Shares-for-Debt Settlement, no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction) and the Private Placement is not completed, the securities expected to be held by Bordessa and Semenko would represent approximately 33.8% of the *pro forma* issued and outstanding Common Shares of the Company.

- Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by Bordessa and Semenko would represent approximately 32.6% of the *pro forma* issued and outstanding Common Shares and approximately 36.5% on a partially-diluted basis prior to completion of the Private Placement, and approximately 27.1% of the *pro forma* issued and outstanding Common Shares and approximately 30.6% on a partially-diluted basis following

completion of a fully-subscribed Private Placement; and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by Bordessa and Semenko would represent approximately 30.9% of the *pro forma* issued and outstanding Common Shares and approximately 34.7% on a partially-diluted prior to completion of the Private Placement, and approximately 25.9% of the *pro forma* issued and outstanding Common Shares and approximately 29.4% on a partially-diluted basis following completion of a fully-subscribed Private Placement.

Creation of New Control Person

A "Control Person" is defined in Policy 1.1. of the TSXV as any person that holds or is one of a combination of persons that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of that issuer, or that holds more than 20% of the outstanding voting shares of an issuer except where there is evidence showing that the holder of those securities does not materially affect the control of the issuer.

It is expected that upon completion of the Shares-for-Debt Settlement and the Shares-for-Services Settlement, Bordessa and Semenko, together, will be considered a Control Person of the Company. The Company is required to seek disinterested shareholder approval to authorize the creation of a new Control Person, in accordance with the policies of the TSXV. As a result, the disinterested shareholders of the Company will be asked to consider and, if deemed advisable, to approve, at the Meeting, an ordinary resolution approving Bordessa and Semenko, together, as a Control Person of the Company, with "disinterested shareholder approval" meaning that the votes attached to the Common Shares of the Company held by the new "Control Person", being Bordessa and Semenko, together, and their affiliates and associates, are excluded from the calculation of such approval.

Disinterested Shareholder Approval

Disinterested shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting provided that, in connection with the approval of the creation of the new Control Person, the respective votes attached to the Common Shares held by Bordessa and Semenko, and any of their associates or affiliates, are excluded from the calculation of such approval.

Pursuant to the policies of the TSXV, disinterested shareholders will be asked at the Meeting to approve the following resolution (the "**Bordessa Control Person Resolution**"):

> "**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:
>
> 1. the creation of a new Control Person (as such term is defined in the policies of the TSXV), of the Company, being Mr. Dan Bordessa ("**Bordessa**") and Ms. Maria Semenko ("**Semenko**"), together, resulting from, among other things, the issuance of Common Shares and Warrants pursuant to the Shares-for-Debt Settlement and the Shares-for-Services Settlement which results in Bordessa and Semenko acquiring ownership and control of in the aggregate 709,833,319 Common Shares and 133,730,200 Warrants, as more particularly described in the Company's management information circular dated September 21, 2021 (the "**Circular**"), is hereby authorized and approved;
>
> 2. any one director or officer of the Company, for and on behalf of the Company is hereby authorized to execute, deliver and file, or cause to be filed, all documents, instruments and

certificates and take all such other actions as any such director or officer, in his or her discretion, may deem necessary, advisable or appropriate to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents and instruments and the taking of any such actions; and

3. notwithstanding the foregoing approvals, the board of directors of the Company be and are hereby authorized, by resolution at any time in its absolute discretion, to determine whether or not to proceed with the transactions contemplated by these resolutions at anytime prior to giving effect thereto without further approval, ratification or confirmation by the shareholders of the Company."

In accordance with the requirement to obtain disinterested shareholder approval, the Common Shares and Warrants beneficially owned by Bordessa and Semenko, together, or by their associates or affiliates (as such terms are defined in TSXV policies) will not be eligible to vote on this resolution. As at the date hereof, Bordessa and Semenko, together, and their associates or affiliates own or control, directly or indirectly, in the aggregate nil Common Shares and nil Warrants representing nil of the issued and outstanding Common Shares and Warrants of the Company.

Recommendation of the Board of Directors

The Board recommends that shareholders vote **FOR** the approval of the Bordessa Control Person Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the Bordessa Control Person Resolution.

7. Creation of Vortex LP as a Potential New Control Person

At the Meeting, the disinterested shareholders of the Company will be asked to consider and, if deemed appropriate, to pass the Vortex Control Person Resolution (as defined herein). The approval to pass the Vortex Control Person Resolution is being obtained as a result of a characterization by the TSXV that the Shares-for-Debt-Settlement between Vortex LP and the Company could potentially result in the Vortex Entities (as defined herein) being considered a Control Person of the Company as a result of the TSXV deeming them to be acting in concert and notwithstanding the potential creation of another Control Person in the event the Vortex Control Person Resolution is approved.

Background

In connection with the Shares-for-Debt-Settlement, Vortex LP, Paradigm Capital Inc. ("**PCI**") and David Roland, a director and officer of PCI, are creditors of the Company. PCI and Paradigm Capital Partners Limited are connected and related issuers of Vortex LP and together with Mr. David Roland are referred to collectively as the "**Vortex Entities**".

The Vortex Entities are owed by the Company an aggregate amount of $12,382,001.05 comprised of convertible debentures ($2,260,348.01), bridge loans ($6,611,908.68) and other debt ($3,509,744.36). In addition, Vortex LP holds the Grid Note, of up to $3,000,000 (of which $700,000 has been drawn down by Enablence of the date hereof). Any amounts owing on the Grid Note as of the closing date of the Recapitalization Transaction are expected to be converted to Common Shares at the Recap Price (as defined herein) on the same terms as the Shares-for-Debt Settlement, subject to TSXV approval. Advances under the Grid Loan will be subject to the approval of Vortex LP, in its sole discretion, based on capital requests made by the Company. See *"Particulars of Matters to be Acted Upon – Consolidation"* for more details.

After completion of the Shares-for-Debt Settlement, the Vortex Entities are expected to own up to 531,646,379 Common Shares (up to 651,646,379 Common Shares, assuming the Grid Note is fully-drawn and fully-converted to Common Shares at the Recap Price) and 39,880,813 Warrants. Assuming all of the remaining Shares-for-Debt Settlements provide for creditors exchanging 100% of their debt for Common Shares at the Recap Price: (i) if no funds are advanced under the Grid Note (or not converted pursuant to the Recapitalization Transaction), the securities expected to be held by the Vortex Entities would represent approximately 24.4% of the *pro forma* issued and outstanding Common Shares and approximately 25.8% on a partially-diluted prior to completion of the Private Placement, and approximately 20.3% of the *pro forma* issued and outstanding Common Shares and approximately 21.5% on a partially-diluted basis following completion of a fully-subscribed Private Placement; and (ii) if the full $3 million is advanced under the Grid Note and the entire amount is converted into Common Shares in connection with the Recapitalization Transaction, the securities expected to be held by the Vortex Entities would represent approximately 28.3% of the *pro forma* issued and outstanding Common Shares and approximately 29.6% on a partially-diluted basis prior to completion of the Private Placement, and approximately 23.8% of the *pro forma* issued and outstanding Common Shares and approximately 24.9% on a partially-diluted basis following completion of a fully-subscribed Private Placement.

Potential Creation of New Control Person

As also disclosed above, a "Control Person" is defined in Policy 1.1. of the TSXV as any person that holds or is one of a combination of persons that holds a sufficient number of any of the securities of an issuer so as to affect materially the control of that issuer, or that holds more than 20% of the outstanding voting shares of an issuer except where there is evidence showing that the holder of those securities does not materially affect the control of the issuer.

As there are scenarios where, upon completion of the Shares-for-Debt Settlement, the Vortex Entities will hold more than 20% of the Common Shares, the Company is required to seek disinterested shareholder approval to authorize the potential creation of a new Control Person, in accordance with the policies of the TSXV. As a result, the disinterested shareholders of the Company will be asked to consider and, if deemed advisable, to approve, at the Meeting, an ordinary resolution approving the Vortex Entities as a potential Control Person of the Company, with "disinterested shareholder approval" meaning that the votes attached to the Common Shares of the Company held by the potential new "Control Person", being the Vortex Entities, are excluded from the calculation of such approval.

Minority Shareholder Approval

Disinterested shareholders will be asked at the Meeting to consider and, if thought fit, to approve the following resolutions which must be approved by at least a simple majority of the votes cast by shareholders represented in person or by proxy at the Meeting provided that, in connection with the approval of the potential creation of the new Control Person, the respective votes attached to the Common Shares held by the Vortex Entities are excluded from the calculation of such approval.

Pursuant to the policies of the TSXV, disinterested shareholders will be asked at the Meeting to approve the following resolution (the "**Vortex Control Person Resolution**"):

> "**BE IT RESOLVED**, as an ordinary resolution of the shareholders of Enablence Technologies Inc. (the "**Company**") that:
>
> 1. the potential creation of a new Control Person (as such term is defined in the policies of the TSXV), of the Company, being Vortex ENA LP, Paradigm Capital Inc., Paradigm Capital Partners Limited and David Roland (collectively, the "**Vortex Entities**"), resulting

from, among other things, the issuance of common shares in the capital of the Company and common share purchase warrants of the Company pursuant to the Shares-for-Debt Settlement which results in the Vortex Entities acquiring ownership and control of 531,646,379 Common Shares (and up to 651,646,379 Common Shares) and 39,880,813 Warrants, as more particularly described in the Company's management information circular dated September 21, 2021 (the "**Circular**"), is hereby authorized and approved;

2. any one director or officer of the Company, for and on behalf of the Company is hereby authorized to execute, deliver and file, or cause to be filed, all documents, instruments and certificates and take all such other actions as any such director or officer, in his or her discretion, may deem necessary, advisable or appropriate to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents and instruments and the taking of any such actions; and

3. notwithstanding the foregoing approvals, the board of directors of the Company be and are hereby authorized, by resolution at any time in its absolute discretion, to determine whether or not to proceed with the transactions contemplated by these resolutions at anytime prior to giving effect thereto without further approval, ratification or confirmation by the shareholders of the Company."

In accordance with the requirement to obtain disinterested shareholder approval, the Common Shares beneficially owned by the Vortex Entities will not be eligible to vote on this resolution. As at the date hereof, the Vortex Entities own or control, directly or indirectly, in the aggregate 86,074,528 Common Shares and Warrants, representing 13.4% of the issued and outstanding Common Shares of the Company.

Recommendation of the Board of Directors

The Board recommends that shareholders (other than the Vortex Entities) vote **FOR** the approval of the Vortex Control Person Resolution. In the absence of contrary instructions, the persons designated by management of the Company in the enclosed form of proxy intend to vote **FOR** the approval of the Vortex Control Person Resolution.

STATEMENT OF EXECUTIVE COMPENSATION

The following information regarding executive compensation is presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*.

1. Named Executive Officers

When used in this section, the term "Named Executive Officer" ("**NEO**") means: (a) each CEO; (b) each CFO; (c) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000; and (d) each individual who would be a NEO under (c) above but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

During the financial year ended June 30, 2021, the Company had five NEOs being, Ashok Balakrishnan, the Co-Chief Executive Officer ("**CEO**") and Chief Technology Officer ("**CTO**"), Craig Mode, co-CEO and Chief Financial Officer ("**CFO**") since May 10, 2021, Scott Larin, the former Chief Financial Officer

from January 10, 2020 to May 10, 2021, Serge Bidnyk, the Director of Research and Design and Ksenia Yadav, a Senior Optoelectronics Engineer.

2. Director and Named Executive Officer Compensation Table

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly to the Company's NEOs and directors for each of the Company's two most recently completed financial years for services provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof.

Table of Compensation Excluding Compensation Securities							
	Year	**Salary, consulting fee, retainer or commission (US$)**	**Bonus (US$)**	**Committee or meeting fees (US$)**	**Value of perquisites (US$)**	**Value of all other compensation (US$)**	**Total compensation (US$)**
Ashok Balakrishnan[1][9] *Co-CEO & CTO*	2021	154,681	0	0	0	559	155,240
	2020	148,358	0	0	0	536	148,894
Craig Mode *Co-CEO & CFO*[2][9]	2021	28,311	0	0	0	0	28,311
	2020	N/A	N/A	N/A	N/A	N/A	N/A
Scott Larin[3][9] *Former Co-CEO & CFO*	2021	153,749	0	0	0	0	153,749
	2020	80,435	0	0	0	0	80,435
Zheng Chen[4] *Director of Sales and Business Development*	2021	176,567	0	0	0	0	176,567
	2020	103,511	0	0	0	0	103,511
Serge Bidnyk[5][9] *Director of Research and Design*	2021	154,681	0	0	0	559	155,240
	2020	148,358	0	0	0	536	148,894
Ksenia Yadav[6][9] *Senior Optoelectronics Engineer*	2021	124,537	0	0	0	0	124,537
	2020	115,022	0	0	0	0	115,022
Derek Burney[7] *Director*	2021	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Louis De Jong[7] *Director*	2021	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Dan Shmitt[7] *Director*	2021	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Yongxing Zhu[7][8] *Director*	2021	0	0	0	0	0	0
	2020	0	0	0	0	0	0

Notes:

(1) Ashok Balakrishnan was appointed as Co-CEO and CTO of the Company on May 26, 2020. Prior to this, Mr. Balakrishnan served as Director of Product Development. Mr. Balakrishnan entered into an employment agreement with the Company on October 16, 2015 with a five-year term that expired on October 16, 2020. Notwithstanding the expiration, Mr. Balakrishnan continued to perform his duties as Co-CEO and CTO of the Company and subsequently entered into an extension of this agreement on June 9, 2021 that was backdated to the prior expiration date; the extension expired on June 30, 2021 (notwithstanding which Mr. Balakrishnan continued to perform his duties as Co-CEO and CTO of the Company). For each of the years ended June 30, 2021 and June 30, 2020, Mr. Balakrishnan received a salary of CAD$199,200 with an additional CAD$720 in other compensation (total compensation of CAD$199,920). On September 27, 2021, Mr. Balakrishnan entered into a new employment agreement that is effective as of July 1, 2021. Under the terms of the new employment agreement, Mr. Balakrishnan will be entitled to a base salary of CAD$250,000, commencing after completion of the Recapitalization Transaction.

(2) Craig Mode was appointed as Co-CEO of the Company on May 10, 2021. Pursuant to his employment agreement with the Company, he is entitled to a base annual salary of CAD$250,000. Mr. Mode's total compensation for the period ended June 30, 2021 is CAD$36,460 (for the period May 10, 2021 until June 30, 2021).

(3) Scott Larin was appointed as CFO of the Company on January 10, 2020 and was appointed the additional role of Co-CEO of the Company on May 26, 2020. The Company entered into a consulting agreement with GitWangak Capital Corp. ("**GitWangak**"), a company for which Mr. Larin is the President, pertaining to his services to the Company. GitWangak was entitled to payments of CAD$18,000 per month plus HST for the services of Mr. Larin. Mr. Larin subsequently resigned from his roles as Co-CEO and CFO of the Company on May 10, 2021. Mr. Larin's salary (paid through GitWangak) was CAD$198,000 for the year ended June 30, 2021 (for the period July 1, 2020 until his resignation on May 10, 2021).

(4) Zheng Chen serves as Director of Sales and Business Development for the Company. Pursuant to his employment agreement with the Company, he is entitled to a base annual salary of USD$150,000 plus a commission payment of 1% of eligible sales, paid quarterly.

(5) Serge Bidnyk serves as Director of Research and Design for the Company. Mr. Bidnyk entered into an employment agreement with the Company on October 16, 2015 with a five-year term that expired on October 16, 2020. Notwithstanding the expiration, Mr. Bidnyk continued to perform his duties as Director of Research and Design for the Company and subsequently entered into an extension of this agreement on June 9, 2021 that was backdated to the prior expiration date; the extension expired on June 30, 2021 (notwithstanding which Mr. Bidnyk continued to perform his duties as Director of Research and Design for the Company). For each of the years ended June 30, 2021 and June 30, 2020, Mr. Bidnyk received a salary of CAD$199,200 with an additional CAD$720 in other compensation (total compensation of CAD$199,920). On September 27, 2021, Mr. Bidnyk entered into a new employment agreement that is effective as of July 1, 2021. Under the terms of the new employment agreement, Mr. Bidnyk will be entitled to a base salary of CAD$225,000, commencing after completion of the Recapitalization Transaction.

(6) Ksenia Yadav serves as Senior Optoelectronics Engineer for the Company. Ms. Yadav entered into an employment agreement with the Company on April 1, 2011. As of January 2020, Ms. Yadav is entitled to base annual salary of CAD$160,380. Ms. Yadav's salary is CAD$160,380 for the year ended June 30, 2021 and CAD$154,440 for the year ended June 30, 2020. Effective November 1, 2021, Ms. Yadav will receive an annual salary of CAD$180,000.

(7) Effective in November 2011, the Company suspended all cash compensation to directors in order to preserve the Company's cash resources. Directors are entitled to participate in the Company's stock option plan, with awards subject to the approval of the Board of Directors. Should the Omnibus Equity Incentive Plan be approved at the Meeting, directors will be entitled to Awards under the Omnibus Equity Incentive Plan.

(8) Yongxing Zhu resigned as a Director of the Company on November 16, 2020.

(9) These compensation were made in Canadian dollars ("**CAD**") have been converted to U.S. dollars ("**USD**") in the chart above at a rate of CAD$1.2878 = USD$1 for the 2021 amounts based on the average CAD:USD exchange rate for the twelve month period ended June 30, 2021 and at a rate of CAD$1.3427 = USD$1 for the 2020 amounts based on the average CAD:USD exchange rate for the twelve month period ended June 30, 2020.

3. Stock Options and Other Compensation Securities

No compensation securities were granted or issued to any NEO or director by the Company or its subsidiaries for the most recently completed financial year for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries.

4. Exercise of Compensation Securities by Directors and Named Executive Officers

No compensation securities were exercised by any director or NEO during the most recently completed financial year.

5. External Management Companies

The Company and GitWangak entered into a consulting agreement whereby GitWangak would provide the services of its President, Scott Larin, to act as CFO to the Company on January 1, 2020. Mr. Larin was subsequently promoted to serve in the dual role of Co-CEO and CFO of the Company as of February 5, 2020. Mr. Larin is owed monthly payments of CAD$18,000 plus HST, and is entitled to participate in the Company's group insurance and health benefits plans. The initial term of the agreement was six months, subject to earlier termination as provided for in the agreement. No extension to the agreement has been agreed to by the parties and Mr. Larin continued to serve in his role as Co-CEO and CFO of the Company until his resignation on May 10, 2021.

6. Stock Option Plans and Other Incentive Plans

The Company has in effect the Current Option Plan approved by the shareholders of the Company at its annual general meeting held on February 5, 2019. As further described in the Circular under *"Omnibus Equity Incentive Plan"*, the Company intends to replace the Current Option Plan with the Omnibus Equity Incentive Plan in the event the shareholders of the Company approve the Incentive Plan Resolution.

The brief description of the key terms of the Current Option Plan can be found in the Company's Statement of Executive Compensation for the financial year ended June 30, 2020 and is qualified in its entirety by the full text of the Stock Option Plan, which is appended as Schedule "A" to the Company's management proxy circular dated January 7, 2019. Both the Statement of Executive Compensation for the financial year June 30, 2020 and the management proxy circular dated January 7, 2019 are accessible on SEDAR (www.sedar.com) under Enablence's issuer profile.

7. Employment, Consulting and Management Agreements

Ashok Balakrishnan, Co-Chief Executive Officer and Chief Technology Officer

The Company and Ashok Balakrishnan entered into an amended and restated employment agreement on October 16, 2015 for a five-year period. Notwithstanding the expiration of the agreement, Mr. Balakrishnan continued to perform his duties as Co-CEO and CTO of the Company and the agreement was subsequently extended to June 30, 2021 through an extension signed on June 9, 2021 and backdated to the prior expiration date. Mr. Balakrishnan is currently entitled to an annual salary of CAD$199,200. In the event of a change of control of the Company, termination without cause or non-renewal of the agreement, Mr. Balakrishnan is entitled to receive a total of two years' base salary, the value of his benefits plan for two years (defined as CAD$5,000 per year), an additional amount of CAD$302,056 representing prior bonuses earned and payment for all accrued vacation still outstanding, which as of June 30, 2021 totaled CAD$142,036.

On September 27, 2021, subsequent to the end of the year, the Company and Mr. Balakrishnan entered into a new employment agreement with an indefinite term and effective as of July 1, 2021. The new agreement contains a base salary of CAD$250,000, which will commence after completion of the Recapitalization Transaction, and the eligibility to receive a retention bonus of CAD$852,500 (the "**Balakrishnan Retention Bonus**"). As long as the Recapitalization Transaction is completed and Mr. Balakrishnan remains actively employed by the Company, the Balakrishnan Retention Bonus will be reduced by quarterly cash bonus payments of CAD$25,000 (with the final payment being CAD $27,500.00) commencing 15 months after the completion of the Recapitalization Transaction until the Balakrishnan Retention Bonus has been paid in full. The new agreement provides for a severance entitlement in the event of a termination without cause or resignation with good reason equal to the greater of (a) CAD$852,500 less the aggregate of all amounts previously paid to Mr. Balakrishnan under the Balakrishnan Retention Bonus, and (b) twelve months' base salary plus an amount equal to the average annual bonus paid to Mr. Balakrishnan during the

last two fiscal years preceding the date of termination. The failure to complete the Recapitalization Transaction is one of the reasons that would allow Mr. Balakrishnan to resign with good reason under the terms of the new agreement. In the event that Mr. Balakrishnan resigns from the Company voluntarily and without good reason, all amounts outstanding under the Balakrishnan Retention Bonus and the severance payment outlined above will be voided. Under the terms of the new agreement, no remaining amounts are owed to Mr. Balakrishnan in respect of the prior agreements, including former unused vacation entitlements or prior bonus amounts.

The Company has also agreed to provide Mr. Balakrishnan with an award of Restricted Share Units of CAD$200,000 and an award of Options representing 1.2% of the shares outstanding. Both awards are subject to Board approval following shareholder approval of the Omnibus Equity Incentive Plan and the completion of the Recapitalization Transaction.

Craig Mode, Co-Chief Executive Officer and Chief Financial Officer

The Company and Craig Mode entered into an employment agreement on May 10, 2021. Mr. Mode is entitled to a base salary of CAD$250,000 per annum. Mr. Mode is also entitled to an award of RSUs of CAD$400,000, to be approved by the Board following approval of the Omnibus Equity Incentive Plan and an award of Options representing 1.2% of the shares outstanding following the completion of the Recapitalization Transaction. In the event of termination without cause or a departure with good reason, Mr. Mode would be entitled to one month base pay plus an additional month for each full year of employment plus all accrued vacation still outstanding. As of June 30, 2021, the total amount owed is CAD$25,408. In the event of a termination without cause or a departure with good reason within 12 months of a change of control (the "**Double Trigger Severance**"), Mr. Mode would be entitled to 12 months base pay plus an additional month for each full year of employment plus all accrued vacation still outstanding. As of June 30, 2021, the total amounts owed under a Double Trigger Severance are CAD$254,575.

Serge Bidnyk, Director of Research and Design

The Company and Serge Bidnyk entered into an amended and restated employment agreement on October 16, 2015 for a five-year period. Notwithstanding the expiration of the agreement, Mr. Bidnyk continued to perform his duties as Director of Research and Design for the Company and the agreement was subsequently extended to June 30, 2021 through an extension signed on June 9, 2021 and backdated to the prior expiration date. Mr. Bidnyk is currently entitled to an annual salary of CAD$199,200. In the event of a change of control of the Company, termination without cause or non-renewal of the agreement, Mr. Bidnyk would be entitled to receive a total of two years' base salary, the value of his benefits plan for two years (defined as CAD$5,000 per year), an additional amount of CAD$298,795 representing prior bonuses earned and payment for all accrued vacation still outstanding, which as of June 30, 2021 totaled CAD$171,400.

On September 27, 2021, subsequent to the end of the year, the Company and Mr. Bidnyk entered into a new employment agreement with an indefinite term and effective as of July 1, 2021. The new agreement contains a base salary of CAD$225,000, which will commence after completion of the Recapitalization Transaction, and the eligibility to receive a retention bonus of CAD$878,500 (the "**Bidnyk Retention Bonus**"). As long as the Recapitalization Transaction is completed and Mr. Bidnyk remains actively employed by the Company, the Bidnyk Retention Bonus will be reduced by quarterly cash bonus payments of CAD$25,000 commencing three months after the completion of the Recapitalization Transaction, until 12 months after the completion of the Recapitalization Transaction, and starting 15 months after completion of the Recapitalization Transaction until the Bidnyk Retention Bonus has been paid in full, the quarterly payments will be increased to CAD$50,000 (with the final payment being CAD$78,500.00). The new agreement provides for a severance entitlement in the event of a termination without cause or resignation

with good reason equal to the greater of (a) CAD$878,500 less the aggregate of all amounts previously paid to Mr. Bidnyk under the Bidnyk Retention Bonus, and (b) twelve months' base salary plus an amount equal to the average annual bonus paid to Mr. Bidnyk during the last two fiscal years preceding the date of termination. The failure to complete the Recapitalization Transaction is one of the reasons that would allow Mr. Bidnyk to resign with good reason under the terms of the new agreement. In the event that Mr. Bidnyk resigns from the Company voluntarily and without good reason, all amounts outstanding under the Bidnyk Retention Bonus and the severance payment outlined above will be voided. Under the terms of the new agreement, no remaining amounts are owed to Mr. Bidnyk in respect of the prior agreements, including former unused vacation entitlements or prior bonus amounts.

The Company has also agreed to provide Mr. Bidnyk with an award of Options representing 0.75% of the shares outstanding, subject to Board approval following shareholder approval of the Omnibus Equity Incentive Plan and the completion of the Recapitalization Transaction.

Ksenia Yadav, Senior Optoelectronics Engineer

The Company and Ksenia Yadav entered into an employment agreement on April 1, 2011. Ms. Yadav is currently entitled to an annual salary of CAD$160,380. In the event of termination without cause, Ms. Yadav would be entitled to statutory benefits entitled under law plus payment for all accrued vacation still outstanding, which as of June 30, 2021 totaled CAD$33,701. Effective November 1, 2021, Ms. Yadav's base salary will be increased to CAD$180,000. An award of RSUs of CAD$100,000 and options representing 0.5% of the shares outstanding have also been approved for award by the Board.

The Company has not entered into any other contract, agreement, plan or arrangement that provides for payments to a NEO or a director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement a change in control of the Company or a change in an NEOs' or directors' responsibilities.

8. Oversight and Description of Director and Named Executive Officer Compensation

The Board does not have in place a compensation committee. All tasks relating to the development and assessment of the compensation paid to both the NEOs and directors is performed by members of the Board. Compensation is reviewed on an annual basis. The Company's compensation program is designed to provide competitive levels of compensation, a significant portion of which is dependent upon individual and corporate performance and contribution to increasing shareholder value. The Board recognizes the need to provide a total compensation package that will attract and retain qualified and experienced executives as well as align the compensation level of each executive to that executive's level of responsibility.

The objectives and reasons for this system of compensation are generally to allow the Company to remain competitive compared to its peers in attracting and retaining experienced personnel. In general, a NEO's compensation is comprised of salary, wages or contractor payments and stock option grants.

At this time, the Board has not established any specific performance criteria or goals. While the determination of the compensation of NEOs is subjective, the directors of the Company as a whole, considered among other things, (i) the position held, including the roles and responsibilities of the NEOs; and (ii) the individual experience and skills of, and expected contributions from the NEOs.

Stock option grants are designed to reward the NEOs for success on a similar basis as the shareholders of the Company, but these rewards are highly dependent upon the volatile stock market, much of which is beyond the control of the NEOs. When new options are granted, the Board takes into account the previous grants of options, the number of stock options currently held, position, overall individual performance,

anticipated contribution to the Company's future success and the individual's ability to influence corporate and business performance. The purpose of granting such stock options is to assist the Company in compensating, attracting, retaining and motivating the officers, directors and employees of the Company and to closely align the personal interest of such persons to the interest of the shareholders. As outlined above, since November 2011, the Company suspended all cash compensation to directors in order to preserve the Company's cash resources. Directors are entitled to participate in the Company's stock option plan, with awards subject to the approval of the Board of Directors.

The exercise price of the stock options granted is generally determined by the market price at the time of grant, less any allowable discount.

There were no significant changes to the Company's compensation policies during or after the most recently completed financial year that could or would have affected the compensation of NEOs.

9. Pension Disclosure

The Company does not have a pension plan that provides for payments or benefits to the NEOs or directors at, following, or in connection with retirement during the most recently completed financial year ended June 30, 2021.

Indebtedness of Directors, Officers and Others

At no time since the beginning of the Company's last financial year was any director, officer, proposed nominee for election as a director, or any of their respective associates indebted to the Company or any of its subsidiaries, nor was the indebtedness of any such person to another entity the subject of any guarantee, support agreement, letter of credit or similar arrangement provided by the Company or any of its subsidiaries.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth certain summary information concerning the Company's equity compensation plans as at June 30, 2021. Directors, officers, employees and consultants are eligible to participate in the Current Option Plan.

Plan Category	Number of Common Shares to be issued upon exercise of outstanding options	Weighted average exercise price of outstanding options ($)	Number of Common Shares remaining for future issuance (excluding Common Shares to be issued upon exercise of outstanding options)
Equity compensation plans approved by security holders (under the Option Plan)	9,165,000	$0.163	55,027,741
Equity compensation plans not approved by security holders			
Total	9,165,000	$0.163	55,027,741

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed in this Circular including under the heading *"Particulars of Matters to be Acted Upon – Minority Shareholder Approval of Related Party Transaction Pursuant to Shares for Debt Settlement"*, no insider of the Company or proposed nominee for election as a director of the Company, nor any of their respective associates or affiliates, has had any material interest, direct or indirect, in any transaction since the commencement of the Company's last financial year or in any proposed transaction which has materially affected or will materially affect the Company or any of its subsidiaries.

All amounts indicated in this section below are in U.S. Dollars unless otherwise indicated.

China TriComm Ltd. and Affiliates

As at March 31, 2021, China TriComm Ltd. ("**TriComm**") owned 30,000,000 Common Shares. TriComm is controlled by Zhiyin Gao, a former director of the Company, who resigned in September 2017.

As at March 31, 2021, Irixi Holding Ltd. ("**Irixi**") owned 39,407,619 Common Shares. Irixi is a joint-venture controlled by TriComm and Win Brand (a company where the previous CEO and CFO of the Company have ownership interests). Suzhou Irixi Ltd. ("**Suzhou Irixi**") is a company controlled by Irixi. WinBrand, an affiliate of TriComm and Irixi holds 3,600,000 Common Shares.

On May 31, 2019, Enablence and Irixi signed an asset transfer agreement (the "**Asset Transfer Agreement**") which resulted in Suzhou Enablence Optoelectronic Technologies Co., Ltd. ("**Enablence Suzhou**") selling the majority of its assets and liabilities to Irixi, including $94,000 of fixed assets, $173,000 of leasehold improvements, $47,000 of inventory as well as the transfer of all of the employee contracts, less Enablence Suzhou costs of $60,000 owed by Irixi to Enablence. As part of this agreement, Enablence USA Components Inc. ("**Enablence Fremont**") also sold certain fixed assets to Irixi amounting to $86,000. Under the Asset Transfer Agreement, Enablence and Irixi agreed that the consideration due to Enablence from Irixi from this transaction would be offset against certain debts owing to Irixi by Enablence of $720,000. The net remaining amount due to Irixi of $260,000 was treated as a long term Note Payable with annual interest accruing at 7.5%, with the interest and principal amount due on May 31, 2022. During the nine months ended March 31, 2021, a total of $17,000 of interest has been accrued and the amount owing on the Note Payable is $370,000 (June 30, 2020 - $321,000).

The following transactions took place between Irixi and the Company during the nine months ended March 31, 2021 and March 31, 2020:

- During the nine months ended March 31, 2021, Suzhou Irixi Ltd. paid $Nil (March 31, 2020 – $50,000) rental costs on behalf of the Company.

As at March 31, 2021, $612,000 (March 31, 2020 - $612,000) is included in accounts payable and accrued liabilities relating to consulting services provided by Irixi.

During the fiscal year ended June 30, 2017, Irixi provided other consulting services and materials to Enablence. As at March 31, 2021, the Company has an amount of $19,000 owing to Irixi (March 31, 2020 - $19,000).

The Company signed a services agreement with Irixi for the 2017 calendar year at a monthly fee of $130,000, as well as a base royalty on certain future products at 3% of net sales and additionally a potential 17.5% bonus royalty on gross margin on such products if certain targets are met. As of March 31, 2021, the

Company has recorded $325,000 as an accrued liability. The Company did not make any payments pursuant to this services agreement in the nine months ended March 31, 2021 or March 31, 2020.

Vortex ENA LP

On August 20, 2021, the Company's secured term loan facility originally advanced by Export Development Canada (the "**Secured Debt**") was acquired by Vortex LP. On September 6, 2021, the Company signed an amending agreement to the loan agreement with Vortex LP to amend the terms of the Secured Debt in accordance with the following terms:

- all prior defaults are temporarily waived and forgiven;
- maturity date extended to 48 months from the closing of the Recapitalization Transaction, plus one six-month extension option;
- no required principal amortization for the loan duration; and
- interest rate lowered from a rate ranging from Prime + 10.45% to Prime + 12.45% to a fixed rate of 7.5% per annum, accrued for the first twenty-four (24) months following the date of closing of the Recapitalization Transaction, and in cash thereafter.

Mr. Derek H. Burney, Chair of the Board, declared a potential conflict of interest in respect of the acquisition by Vortex LP of the Secured Debt by virtue of Mr. Burney holding limited partnership units of Vortex LP. As such, Mr. Burney did not attend any part of a meeting of the Board during which his participation or the participation of Vortex LP in the Recapitalization Transaction was discussed and did not vote on any resolution to approve the Shares-for-Debt Settlement involving his debt or the debt of Vortex LP as part of the Recapitalization Transaction. For further details regarding the Shares-for-Debt Settlement, see "*Minority Shareholder Approval of Related Party Transaction Pursuant to Shares-For-Debt Settlement*" in this Circular.

MI 61-101

As a reporting issuer in all provinces of Canada (except the province of Québec), the Company is, among other things, subject to MI 61-101. MI 61-101 regulates certain types of related party transactions to ensure equality of treatment among security holders and may require enhanced disclosure, approval by a majority of security holders (excluding persons who are "interested parties" as defined in MI 61-101), independent valuations and, in certain instances, approval and oversight of certain transactions by a special committee of independent directors. The protections afforded by MI 61-101, apply to, among other transactions, "related party transactions" (as defined in MI 61-101), being transactions with a "related party" (as defined in MI 61-101), and to "business combinations" (as defined in MI 61-101) which may terminate the interests of security holders without their consent.

MI 61-101 provides that in certain circumstances, where a "related party" of an issuer is a party to a transaction, such transaction may be considered a "related party transaction" and may be subject to minority approval requirements and formal valuation requirements (as defined in MI 61-101). If "minority approval" is required, MI 61-101 requires that each of the Burney Shares-for-Debt Resolution, De Jong Shares-for-Debt Resolution, Shmitt Shares-for-Debt Resolution and Mode Shares-for-Debt Resolution must be approved by a simple majority of the votes cast by the shareholders voting in person or by proxy, excluding those votes attaching to the Common Shares beneficially owned, or over which control or direction is exercised, by such Related Parties, who will be considered to be entitled to receive a "collateral benefit" (as defined in MI 61-101) as a consequence of the Shares-for-Debt Settlement.

MI 61-101 requires, subject to certain exemptions, that a formal valuation be obtained for a "related party transaction" under section 5.4 of MI 61-101. The Company is exempt from the requirement to obtain a formal valuation with respect to the Recapitalization Transaction under section 5.5(b) of MI 61-101 on the basis that the Common Shares are listed on the TSXV. MI 61-101 requires the Company to disclose any "prior valuations" (as defined in MI 61-101) of Enablence or its material assets or securities made within the 24-month period preceding the date of this Circular. After reasonable inquiry, neither Enablence nor any director or officer of Enablence has knowledge of any such "prior valuation". Disclosure is also required for any *bona fide* prior offer for the Common Shares during the 24 months before entry into the Recapitalization Transaction. There has not been any such offer during such 24-month period.

Fairness Opinion

In connection with negotiating and reviewing the terms of the Recapitalization Transaction, the Board considered and reviewed a variety of matters, including a detailed assessment of the Company's prospects, cash flows, outlook and reasonable alternatives available to the Company, including the risks of continuing with the status quo. As part of their process, the Company retained Bennett Jones LLP as its legal counsel and Farber Corporate Finance Inc. ("**Farber**") to provide an opinion as to the fairness to the Company, from a financial point of view, of the proposed Recapitalization Transaction.

Further to this, as a part of their deliberations in respect of the Recapitalization Transaction, Farber provided the Board with its oral fairness opinion (which is confirmed in writing on September 21, 2021) (the "**Fairness Opinion**") that, as at the date of the Fairness Opinion and subject to the assumptions, limitations and qualifications set out therein, the Recapitalization Transaction is fair, from a financial point of view, to the Company and its shareholders. A copy of the Fairness Opinion is appended to this Circular as Schedule "B".

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

Introduction

The Board of Directors believes that effective corporate governance contributes to improved corporate performance and enhanced shareholder value. The Board of Directors has reviewed the corporate governance best practices identified in National Policy 58-201 *Corporate Governance Guidelines* and National Instrument 58-101 *Disclosure of Corporate Governance Practices* (collectively, the "**CSA Guidelines**"). The Board of Directors is committed to ensuring that the Company follows best practices appropriate for the Company. The Company's specific disclosure relative to these guidelines is set out below.

Board of Directors

The responsibility of the Board of Directors is to supervise the management of the business and affairs of the Company in accordance with the best interests of the Company and all of its shareholders.

The Board of Directors also sets the direction, oversees and reviews the development and implementation of the significant corporate plans and initiatives including the Company's strategic planning and budgeting process; succession planning, including appointing, training and monitoring senior management; and the Company's public communications policies and continuous disclosure record.

The Board of Directors recruits possible directors from strategic areas that will complement the knowledge and depth of the Board of Directors. The Board of Directors reviews the background and experience of any proposed director nominee. The Board of Directors is in the process of reviewing succession plans for the

Board of Directors that is responsive to the Company's needs and the interests of its shareholders. Currently, the Board of Directors does not have a formal assessment process in place.

New directors who join the Board of Directors meet with the other directors and other advisors to the Company, as appropriate, prior to joining the Board of Directors. In addition, new directors have the opportunity to meet with management of the Company to have an understanding of the business of the Company and its operations. Directors are encouraged to participate in corporate governance and education courses that will assist them in their role as directors of the Company or on committees of the Board.

The Board of Directors has the authority to retain outside counsel or advisors to assist the Board of Directors in performing its functions.

The Board of Directors meets at least four times a year and more frequently, if required. In addition, the Board of Directors also takes certain actions by written resolution.

Board Composition

The Board of Directors is currently composed of three directors. The articles of the Company provide for a range of one to ten directors. All directors are elected annually at the annual meeting of shareholders, and may be appointed in accordance with the by-laws between the annual meetings. Currently, the Company's three directors are Derek Burney (Chair of the Board), Louis De Jong, and Dan Shmitt. Messrs. Burney, De Jong and Shmitt are independent directors as contemplated by the CSA Guidelines (i.e. each is independent of management and free from any interest in and any business or other relationship with the Company which could reasonably be expected to interfere with the exercise of the director's judgment). In determining whether a director is independent, the Board of Directors considers the specific circumstances of a director and the nature, as well as materiality, of any relationship between the director and the Company. Other directorships held by the directors in other reporting issuers are identified under the heading "*Particular Matters to be Acted Upon – Election of Directors*".

Board Committees

1. Audit Committee Mandate

The responsibilities and functions of the Audit Committee are set out in the Amended and Restated Audit Committee Charter ("**Audit Committee Charter**"), as adopted by the Audit Committee in July 2009 and as reviewed and amended and restated as of November 4, 2015. The Audit Committee Charter is attached as Schedule "C" hereto.

The Audit Committee met five (5) times during the year ended June 30, 2020, and three (3) times during the year ended June 30, 2021. At June 30, 2021, the Audit Committee was comprised of: Louis De Jong (Chair), Derek Burney and Dan Shmitt.

2. Compensation Committee Mandate

In January 2020, the Board of Directors determined that the Board of Directors as a whole would meet as the Compensation Committee. The education and experience of each member of the Board of Directors that is relevant to the performance of his or her responsibilities related to Board of Directors acting as the Compensation Committee is outlined above under "*Election of Directors*".

The Board of Directors, acting as the Compensation Committee, is responsible for personnel matters, including performance, compensation and succession. The terms of reference, previously prepared by the

Compensation Committee and maintained by the Board of Directors, include reviewing and making recommendations to the Board of Directors with respect to employee and consultant compensation arrangements including stock options and management succession planning. The primary function of the Board of Directors when acting on compensation matters is fulfilling its oversight responsibilities regarding the compensation of Executive Officers, the general compensation plan for the Company and the grant of stock options.

Also part of the mandate is ongoing review of compensation of executive officers and directors of the Company, a review of the Company's current compensation model and to recommend changes including the implementation of short-term and long-term incentives for executive officers, other employees and directors of the Company.

Reliance on Certain Exemptions

The Company has relied on the exemption in Section 6.1 (Venture Issuers) of National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") for a portion of the fiscal year. NI 52-110 exempts issuers listed on the TSXV from the requirements of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations) of MI 52-110. As a result, the members of the Audit Committee are not required to be either "independent" or "financially literate" within the meaning of NI 52-110; however, the Company is required to provide on an annual basis, disclosure regarding its Audit Committee in its management proxy circular.

Pre-approval Policies and Procedures

The Audit Committee has instituted a policy to pre-approve audit and non-audit services. The Audit Committee also considers on a continuing basis whether the provision of non-audit services is compatible with maintaining the independence of the external auditor.

1. Audit Committee Report

As of September 21, 2021, the Audit Committee of the Company was comprised of the following members: Louis De Jong (Chair), Derek Burney and Dan Shmitt.

The Board of Directors believes that the composition of the Audit Committee reflects financial literacy and expertise. All members of the Audit Committee are considered to be "financially literate" and "independent" as such terms are defined under CSA Guidelines. The Board of Directors has made these determinations based on the education as well as breadth and depth of experience of each member of the Audit Committee. The education and experience of each member of the Audit Committee that is relevant to the performance of his or her responsibilities as an Audit Committee member is outlined above under "*Election of Directors*".

The primary function of the Audit Committee is to assist the Board of Directors in fulfilling its financial oversight responsibilities to the Company's shareholders, the investment community and others regarding the: (a) Company's financial statements, MD&A's and financial news releases; (b) financial reporting process and systems of internal accounting and financial controls; and (c) identification, assessment and programs to manage risk. Subject to the determination of the Board from time to time, the Audit Committee is to review the (a) recommendation to shareholders regarding the appointment of the Auditors; (b) scope and compensation of the Auditors; (c) Company's financial policies and procedures; and (d) legal and environmental compliance programs.

The Committee maintains clear and open communications during the year with the Company's independent auditor and the Company's senior officers responsible for accounting and financial matters.

The Audit Committee has reviewed and discussed with management and MNP LLP the consolidated financial statements of the Company as at the twelve months ended June 30, 2020 and management's discussion and analysis for the twelve months then ended. Based on that review and on the report of the independent auditors of the Company, the Audit Committee recommended to the Board of Directors that the Company's consolidated financial statements and management's discussion and analysis be approved and filed with Canadian regulatory authorities.

The Audit Committee has recommended to the Board of Directors that the shareholders of the Company be requested to re-appoint MNP LLP, Chartered Accountants and Licensed Public Accountants, as the independent auditor of the Company for year ending June 30, 2022. MNP LLP were appointed the auditors of the Company in June 2017.

The Company incurred professional fees with their auditors and tax advisors during the last two fiscal years set out in the table below:

	Fiscal 2020 (CAD$)	**Fiscal 2019 (CAD$)**
Audit fees and related expenses	182,946	184,175
Income tax compliance	3,051	3,221
TOTAL	185,997	187,396

Ethical Conduct

The Board of Directors has approved and put in place a Code of Business Conduct and Ethics which has been disseminated to all of the Company's employees and is available on SEDAR (www.sedar.com) under Enablence's issuer profile.

Shareholder Feedback

The Board of Directors believes that management should speak for the Company in its communications with shareholders and others in the investment community and that the Board of Directors should be satisfied that appropriate investor relations programs and procedures are in place. Management meets with shareholders and others in the investment community to receive shareholder feedback.

Expectations of Management

The Board of Directors believes that it is appropriate for management to be responsible for the development of long-term strategies for the Company. Meetings of the Board of Directors are held, as required, to specifically review and deal with long-term strategies of the Company as presented by senior members of management.

The Board of Directors appreciates the value of having selected senior officers attend Board of Directors meetings to provide information and opinions to assist the directors in their deliberations. The Chair arranges for the attendance of senior officers at board meetings in consultation with the CEO.

ADDITIONAL INFORMATION

Additional financial information with respect to the Company is available in the Company's audited consolidated financial statements for the twelve months ended June 30, 2020 and related management's discussion and analysis which have been filed with Canadian securities regulators and are available under

the Company's profile at www.sedar.com. The Notice, this Circular and form of proxy are also available at www.sedar.com and the Company's website www.enablence.com.

Upon request made to the Chief Financial Officer of the Company at 390 March Road, Suite 119, Ottawa Ontario, K2K 0G7, the Company will provide a shareholder of the Company with a copy of its audited consolidated financial statements as at and for the year ended June 30, 2020 and June 30, 2019 and related management's discussion and analysis of financial condition and results of operations for the year then ended and the Notice, this Circular and form of proxy.

APPROVAL BY BOARD OF DIRECTORS

The contents and the sending of this Circular have been approved by the board of directors of the Company.

DATED at Toronto, Ontario, this 21st day of September, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "Derek H. Burney"
Chair of the Board of Directors

CONSENT OF FARBER CORPORATE FINANCE INC.

TO: The Board of Enablence Technologies Inc.

We refer to the recapitalization of Enablence Technologies Inc. (the "**Company**") involving shares-for-debt settlements, shares-for-services settlement, a share consolidation and concurrent private placement.

We hereby consent to the inclusion of our opinion letter dated September 21, 2021 in the management information circular of the Company dated September 21, 2021 (the "**Circular**") and to the references to such opinion in the Circular. Our opinion was given as at September 21, 2021 and remains subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Board of the Company shall be entitled to rely upon our opinion.

Yours very truly,

(signed) "Farber Corporate Finance Inc."

Farber Corporate Finance Inc.

Toronto, Ontario
September 21, 2021

SCHEDULE "A"

OMNIBUS EQUITY INCENTIVE PLAN

See attached.

ENABLENCE TECHNOLOGIES INC.

OMNIBUS EQUITY INCENTIVE PLAN

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ENABLENCE TECHNOLOGIES INC.

OMNIBUS EQUITY INCENTIVE PLAN

Enablence Technologies Inc. (the "**Corporation**") hereby establishes an omnibus equity incentive plan for certain qualified directors, executive officers, employees and consultants of the Corporation or any of its Subsidiaries (as defined herein).

ARTICLE 1
INTERPRETATION

1.1 Definitions

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

"**Account**" means a notional account maintained for each Participant on the books of the Corporation which will be credited with Share Units or DSUs, as applicable, in accordance with the terms of this Plan;

"**Affiliate**" has the meaning ascribed thereto in the *Securities Act* (Ontario), as amended, supplemented or replaced from time to time;

"**Award**" means any of an Option, Share Unit or DSU granted pursuant to, or otherwise governed by, the Plan;

"**Award Agreement**" means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a Share Unit Agreement, a DSU Agreement, an Employment Agreement or a Consulting Agreement;

"**Blackout Period**" means a period during which the Corporation prohibits Participants from trading securities of the Corporation which is formally imposed by the Corporation pursuant to its internal trading policies (which, for greater certainty, does not include a period during which a Participant or the Corporation is subject to a cease trade order (or similar order under securities laws) in respect of the Corporation's securities);

"**Blackout Period Expiry Date**" means the date on which a Blackout Period expires;

"**Board**" means the board of directors of the Corporation as constituted from time to time;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, when Canadian chartered banks are generally open for business in Toronto, Ontario for the transaction of banking business;

"**Canadian Participant**" means a Participant who is a resident of Canada and/or who is granted an Award in respect of, or by virtue of, employment services rendered in Canada, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer;

"**Cause**" has the meaning ascribed thereto in Section 6.2(1) hereof;

"**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 paragraph (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 Corporation representing 50% or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Corporation under any of the Corporation's equity incentive plans;

(b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation 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 amalgamation, merger, consolidation 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, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such transaction;

(c) the sale, lease, exchange, license or other disposition of assets, rights or properties of the Corporation or any of its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Corporation and its Subsidiaries on a consolidated basis to any other Person, other than a disposition to a wholly-owned Subsidiary of the Corporation in the course of a reorganization of the assets of the Corporation and its wholly-owned Subsidiaries;

(d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets of the Corporation or wind up the Corporation's business or significantly rearrange its affairs 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 Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or

(e) individuals who, immediately prior to a particular time, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least 50% of the members of the Board immediately following such time; 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 this Plan, be considered as a member of the Incumbent Board;

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time and the Treasury Regulations promulgated thereunder;

"**Code Section 409A**" means Section 409A of the Code and applicable regulations and guidance issued thereunder;

"**Consultant**" means an individual (other than an employee, executive officer or director of the Corporation or a Subsidiary) or company that: (a) is engaged to provide on an ongoing *bona fide* basis, consulting,

technical, management or other services to the Corporation or to a Subsidiary, other than services provided in relation to a distribution; (b) provides the services under a written contract between the Corporation or the Subsidiary and the individual or company, as the case may be; (c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary; and (d) has a relationship with the Corporation or a Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Corporation;

"**Consulting Agreement**" means any written consulting agreement between the Corporation or a Subsidiary and a Participant who is a Consultant;

"**Designated Broker**" means a broker who is independent of, and deals at arm's length with, the Corporation and its Subsidiaries and is designated by the Corporation;

"**Dividend Equivalent**" means additional Share Units or DSUs credited to a Participant's Account as a dividend equivalent pursuant to Section 4.7 or Section 5.6, respectively;

"**DSU**" means a deferred share unit, which is a right awarded to a Participant to receive a payment as provided in Article 5 hereof and subject to the terms and conditions of this Plan;

"**DSU Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of DSUs and the terms and conditions thereof, a form of which is attached hereto as Exhibit "D";

"**DSU Redemption Date**" means, with respect to a particular DSU, the date on which such DSU is redeemed in accordance with the provisions of this Plan;

"**Eligible Participant**" means: (a) in respect of a grant of Options, any director, executive officer, employee or Consultant of the Corporation or any of its Subsidiaries, (b) in respect of a grant of Share Units, any director, executive officer, employee or Consultant of the Corporation or any of its Subsidiaries other than Persons retained to provide Investor Relations Activities, and (c) in respect of a grant of DSUs, any Non-Employee Director other than Persons retained to provide Investor Relations Activities;

"**Employment Agreement**" means, with respect to any Participant, any written employment agreement between the Corporation or a Subsidiary and such Participant;

"**Exchange**" means the TSXV or, if the Shares are not listed and posted for trading on the TSXV at a particular date, such other stock exchange or trading platform upon which the Shares are listed and posted for trading and which has been designated by the Board;

"**Exercise Notice**" means a notice in writing signed by a Participant and stating the Participant's intention to exercise a particular Option, if applicable;

"**Insider**" has the meaning ascribed thereto in section 1.2 of Policy 1.1 – *Interpretation* of the Corporate Finance Manual of the TSXV;

"**Investor Relations Activities**" has the meaning ascribed thereto in section 1.2 of Policy 1.1 – *Interpretation* of the Corporate Finance Manual of the TSXV;

"**ITA**" means the *Income Tax Act* (Canada), as amended from time to time;

"**ITA Regulations**" means the regulations promulgated under the ITA, as amended from time to time;

"**Market Value of a Share**" means, with respect to any particular date as of which the Market Value of a Share is required to be determined, (a) if the Shares are then listed on the TSXV, the closing price of the Shares on the TSXV on the last Trading Day prior to such particular date; (b) if the Shares are not then listed on the TSXV, the closing price of the Shares on any other stock exchange on which the Shares are then listed (and, if more than one, then using the stock exchange on which a majority of trading in the Shares occurs) on the last Trading Day prior to such particular date; or (c) if the Shares are not then listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith, and such determination shall be conclusive and binding on all Persons;

"**Non-Employee Director**" means a member of the Board who is not otherwise an employee or executive officer of the Corporation or a Subsidiary;

"**Option**" means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price;

"**Option Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, a form of which is attached hereto as Exhibit "A";

"**Option Price**" has the meaning ascribed thereto in Section 3.2(1) hereof;

"**Option Term**" has the meaning ascribed thereto in Section 3.4 hereof;

"**Outstanding Issue**" means the number of Shares that are issued and outstanding as at a specified time, on a non-diluted basis;

"**Participant**" means any Eligible Participant that is granted one or more Awards under the Plan;

"**Performance Criteria**" means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Option or Share Unit;

"**Performance Period**" means the period determined by the Board at the time any Option or Share Unit is granted or at any time thereafter during which any Performance Criteria and any other vesting conditions specified by the Board with respect to such Option or Share Unit are to be measured;

"**Person**" means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

"**Plan**" means this Omnibus Equity Incentive Plan, including the exhibits hereto, as amended or amended and restated from time to time;

"**Redemption Date**" has the meaning ascribed thereto in Section 4.5(1) hereof;

"**Restriction Period**" means, with respect to a particular grant of Share Units, the period between the date of grant of such Share Units and the latest Vesting Date in respect of any portion of such Share Units;

"**SEC**" means the U.S. Securities and Exchange Commission;

"**Separation from Service**" has the meaning ascribed to it under Code Section 409A;

"**Share Compensation Arrangement**" means any stock option, stock option plan, employee stock purchase plan, long-term incentive plan or other compensation or incentive mechanism involving the issuance or potential issuance of Shares from treasury, including a share purchase from treasury by a full-time employee, officer, director, Insider or Consultant which is financially assisted by the Corporation or a Subsidiary by way of a loan, guarantee or otherwise;

"**Shareholder Approval**" means the approval and ratification of the Plan and entitlements thereunder by the requisite majority of the shareholders of the Corporation at a duly called meeting of shareholders (which, for greater certainty, is required to permit the issuance of newly issued Awards by the Corporation under this Plan);

"**Share Limit**" has the meaning ascribed thereto in Section 2.4(1)(b) hereof;

"**Share Unit**" means a right awarded to a Participant to receive a payment as provided in Article 4 hereof and subject to the terms and conditions of this Plan;

"**Share Unit Agreement**" means a written agreement between the Corporation and a Participant evidencing the grant of Share Units and the terms and conditions thereof, a form of which is attached hereto as Exhibit "C";

"**Share Unit Outside Expiry Date**" has the meaning ascribed thereto in Section 4.5(4) hereof;

"**Shares**" means the common shares in the capital of the Corporation;

"**Subsidiary**" means a corporation, company or partnership that is controlled, directly or indirectly, by the Corporation;

"**Termination Date**" means (a) in the event of a Participant's resignation, the date on which such Participant ceases to be a director, executive officer, employee or Consultant of the Corporation or one of its Subsidiaries, (b) in the event of the termination of a Participant's employment, or position as director or executive officer of the Corporation or a Subsidiary, or Consultant, the effective date of the termination as specified in the notice of termination provided to the Participant by the Corporation or the Subsidiary, as the case may be, and (c) in the event of a Participant's death, the date of death, provided that, in all cases, in applying the provisions of this Plan to DSUs granted to a Canadian Participant, the "Termination Date" shall be the latest date on which the Participant is neither a director, executive officer or employee of the Corporation or of any affiliate of the Corporation (where "affiliate" has the meaning ascribed thereto by the Canada Revenue Agency for the purposes of paragraph 6801(d) of the ITA Regulations);

"**Termination of Service**" means that a Participant has ceased to be an Eligible Participant;

"**Trading Day**" means any day on which the TSXV or other applicable stock exchange is open for trading;

"**TSXV**" means the TSX Venture Exchange;

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

"**U.S. Share Unit Outside Expiry Date**" has the meaning ascribed thereto in Section 4.1 hereof;

"**U.S. Taxpayer**" means a Participant who is a U.S. citizen, a U.S. permanent resident or other person who is subject to taxation on their income or in respect of Awards under the Code, provided that, for greater certainty, a Participant may be both a Canadian Participant and a U.S. Taxpayer; and

"**Vesting Date**" has the meaning ascribed thereto in Section 4.4 hereof.

1.2 Interpretation

(1) Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term "discretion" or "authority" means the sole and absolute discretion or authority, as the case may be, of the Board.

(2) The provision of a table of contents, the division of this Plan into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.

(3) In this Plan, words importing the singular shall include the plural and vice versa and words importing any gender include any other gender.

(4) The words "including", "includes" and "include" and any derivatives of such words mean "including (or includes or include) without limitation".

(5) In this Plan, the expressions "Article", "Section" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Plan, respectively.

(6) Unless otherwise specified in the Participant's Award Agreement, all references to dollar amounts are to Canadian currency, and where any amount is required to be converted to or from a currency other than Canadian currency, such conversion shall be based on the exchange rate quoted by the Bank of Canada on the particular date.

(7) For purposes of this Plan, the legal representatives of a Participant shall only include the legal representative of the Participant's estate or will.

(8) If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

ARTICLE 2
PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

2.1 Purpose of the Plan

The purpose of the Plan is to permit the Corporation to grant Awards to Eligible Participants, subject to certain conditions as hereinafter set forth, for the following purposes:

(a) to increase the interest in the Corporation's welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Corporation or a Subsidiary;

(b) to provide an incentive to such Eligible Participants to continue their services for the Corporation or a Subsidiary and to encourage such Eligible Participants whose skills,

performance and loyalty to the objectives and interests of the Corporation or a Subsidiary are necessary or essential to its success, image, reputation or activities;

(c) to reward Participants for their performance of services while working for the Corporation or a Subsidiary; and

(d) to provide a means through which the Corporation or a Subsidiary may attract and retain able Persons to enter its employment or service.

2.2 Implementation and Administration of the Plan

(1) The Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. If such committee is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements, subject to any required approval.

(2) Subject to Article 7 and any applicable rules of an Exchange, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of the Plan and/or to address tax or other requirements of any applicable jurisdiction.

(3) Subject to the provisions of this Plan, applicable laws and the rules of the TSXV, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration and operation of the Plan and any Award Agreements as it may deem necessary or advisable. The interpretation, administration, construction and application of the Plan and any provisions hereof made by the Board shall be final and binding on the Corporation, its Subsidiaries and all Eligible Participants.

(4) No member of the Board or any Person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder. Members of the Board, or any Person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Corporation with respect to any such action or determination.

(5) The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares or any other securities in the capital of the Corporation. For greater clarity, the Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares or varying or amending its share capital or corporate structure.

2.3 Participation in this Plan

(1) The Corporation makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant, vesting, exercise or settlement of an Award or any transactions in the Shares or otherwise in respect of participation under the Plan. Neither the Corporation nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Plan. For greater certainty,

no amount will be paid to, or in respect of, a Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of the ITA) under the Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant (or any Person with whom the Participant does not deal at arm's length within the meaning of the ITA) to compensate for a downward fluctuation in the price of the Shares or any shares of the Corporation or of a related (within the meaning of the ITA) corporation, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Corporation and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.

(2) Participants (and their legal representatives) shall have no legal or equitable right, claim or interest in any specific property or asset of the Corporation or any of its Subsidiaries. No asset of the Corporation or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Corporation or any of its Subsidiaries under this Plan. Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

(3) Unless otherwise determined by the Board, the Corporation shall not offer financial assistance to any Participant in regards to the exercise of any Award granted under this Plan.

2.4 Shares Subject to the Plan

(1) Subject to adjustment pursuant to Article 7 hereof, and as may be approved by the Exchange and the shareholders of the Corporation from time to time:

(a) the securities that may be acquired by Participants pursuant to Awards under this Plan shall consist of authorized but unissued Shares, provided that in the case of Share Units and DSUs, the Corporation (or applicable Subsidiary) may, at its sole discretion, elect to settle such Share Units or DSUs in Shares acquired in the open market by a Designated Broker for the benefit of a Participant; and

(b) the total number of Shares reserved and available for grant and issuance pursuant to Awards under the Plan (including such number of securities issued as Dividend Equivalents) shall not exceed 330,000,000 less the number of Shares issuable on exercise of any award outstanding under the Corporation's previous Share Compensation Arrangement (the "**Share Limit**"). During the terms of the Awards, the Corporation shall keep available at all times the number of Shares required to satisfy such Awards. Except for Options which shall be settled in Shares issued from treasury, Shares available for distribution under the Plan may consist, in whole or in part, of authorized and unissued shares, treasury shares or shares reacquired by the Corporation in any manner. For greater certainty, the Share Limit shall not exceed 20% of the Corporation's issued and outstanding shares as at the date of implementation of the Plan by the Corporation.

(2) For the purposes of calculating the number of Shares reserved for issuance under this Plan:

(a) each Option shall be counted as reserving one Share under the Plan, and

(b) notwithstanding that the settlement of any Share Unit or DSU in Shares shall be at the sole discretion of the Corporation as provided herein, each Share Unit and each DSU shall, in each case, be counted as reserving one Share under the Plan.

(3) No Award may be granted if such grant would have the effect of causing the total number of Shares reserved for issuance under this Plan to exceed the Share Limit as set out above.

(4) If (a) an outstanding Award (or portion thereof) expires or is forfeited, surrendered, cancelled or otherwise terminated for any reason without having been exercised, or (b) an outstanding Award (or portion thereof) is settled in cash, then in each such case the Shares reserved for issuance in respect of such Award (or portion thereof) will again be available for issuance under the Plan.

2.5 Participation Limits

(1) In no event shall this Plan, together with all other previously established and outstanding Share Compensation Arrangements of the Corporation, permit at any time:

(a) the aggregate number of Shares reserved for issuance under Awards granted to Insiders (as a group) at any point in time exceeding 10% of the Outstanding Issue; or

(b) the grant to Insiders (as a group), within any 12 month period, of an aggregate number of Awards exceeding 10% of the Outstanding Issue, calculated at the date an Award is granted to any Insider,

unless the Corporation has obtained the requisite disinterested shareholder approval.

(2) The aggregate number of Awards granted to any one Person (and companies wholly-owned by that Person) in any 12 month period shall not exceed 5% of the Outstanding Issue, calculated on the date an Award is granted to the Person, unless the Corporation has obtained the requisite disinterested shareholder approval.

(3) The aggregate number of Awards granted to any one Consultant in any 12 month period shall not exceed 2% of the Outstanding Issue, calculated at the date an Award is granted to the Consultant.

(4) The aggregate number of Options granted to all Persons retained to provide Investor Relations Activities shall not exceed 2% of the Outstanding Issue in any 12 month period, calculated at the date an Option is granted to any such Person.

2.6 Granting of Awards

Any Award granted under or otherwise governed by the Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any stock exchange or under any law or regulation of any jurisdiction, or the consent or approval of any stock exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant, exercise or settlement of such Award or the issuance or purchase of Shares thereunder, as applicable, such Award may not be granted, exercised or settled, as applicable, in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

ARTICLE 3
OPTIONS

3.1 Nature of Options

An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof. For greater certainty, the Corporation is obligated to issue and deliver the designated number of Shares on the exercise of an Option and shall have no independent discretion to settle an Option in cash or other property other than Shares issued from treasury. For the avoidance of doubt, no Dividend Equivalents shall be granted in connection with an Option.

3.2 Option Awards

(1) Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (a) designate the Eligible Participants who may receive Options under the Plan, (b) fix the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted (which shall not be prior to the date of the resolution of the Board), (c) subject to Section 3.3, determine the price per Share to be payable upon the exercise of each such Option (the "**Option Price**"), (d) determine the relevant vesting provisions (including Performance Criteria, if applicable) and (e) determine the Option Term, the whole subject to the terms and conditions prescribed in this Plan or in any Option Agreement, and any applicable rules of the Exchange. For Options granted to employees, management company employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in section 1.2 of Policy 4.4 – *Incentive Stock Options* of the Corporate Finance Manual of the TSXV), as the case may be.

(2) All Options granted herein shall vest in accordance with the terms of the Option Agreement entered into in respect of such Options. Notwithstanding the foregoing, Options granted to Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than twelve (12) months with no more than one-quarter (1/4) of the Options vesting in any three month period. No acceleration of the vesting provisions of Options granted to Persons retained to provide Investor Relations Activities is allowed without the prior acceptance of the TSXV.

3.3 Option Price

The Option Price in respect of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Market Value of a Share as of the date of the grant. A minimum exercise price cannot be established unless the Options are allocated to particular Participants.

3.4 Option Term

The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than ten (10) years from the date of grant of the Option ("**Option Term**"). Unless otherwise determined by the Board, all unexercised Options shall be cancelled, without any compensation, at the expiry of such Options. Notwithstanding the expiration provisions hereof, if the date on which an Option Term expires falls within a Blackout Period, the expiration date of the Option will be the date that is ten (10) Business Days after the Blackout Period Expiry Date. Notwithstanding anything

else herein contained, the ten (10) Business Day period referred to in this Section 3.4 may not be further extended by the Board.

3.5 Exercise of Options

Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board, at the time of granting the particular Option, may determine in its sole discretion. For greater certainty, any exercise of Options by a Participant shall be made in compliance with the Corporation's insider trading policy.

3.6 Method of Exercise and Payment of Purchase Price

(1) Subject to the provisions of the Plan, an Option granted under the Plan shall be exercisable (from time to time as provided in Section 3.5 hereof) by the Participant (or by the legal representative of the Participant) by delivering a fully completed Exercise Notice, a form of which is attached hereto as Exhibit "B", to the Corporation at its registered office to the attention of the Chief Financial Officer of the Corporation (or the individual that the Chief Financial Officer of the Corporation may from time to time designate) or by giving notice in such other manner as the Corporation may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by payment, in full, of (a) the Option Price multiplied by the number of Shares specified in such Exercise Notice, and (b) such amount in respect of withholding taxes and other applicable source deductions as the Corporation may require under Section 8.2. Such payment shall be in the form of cash, certified cheque, bank draft or any other form of payment deemed acceptable by the Board.

(2) Upon exercise of an Option, the Corporation shall, as soon as practicable after such exercise and receipt of all payments required to be made by the Participant to the Corporation in connection with such exercise, but no later than ten (10) Business Days following such exercise and payment, forthwith cause the transfer agent and registrar of the Shares either to:

   (a) deliver to the Participant (or to the legal representative of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice; or

   (b) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the legal representative of the Participant) shall have then paid for and as are specified in such Exercise Notice, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares.

(3) No fractional Shares will be issued upon the exercise of Options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 7.1, such Participant will only have the right to acquire the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

3.7 Option Agreements

Options shall be evidenced by an Option Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine with reference to the form attached as Exhibit "A". The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax laws (including, in respect of Canadian Participants (other than Canadian Participants that are Consultants), such terms and conditions so as to ensure that the Option shall be continuously governed by section 7 of the ITA) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

ARTICLE 4
RESTRICTED AND PERFORMANCE SHARE UNITS

4.1 Nature of Share Units

A Share Unit is an Award that is a bonus for services rendered in the year of grant, that, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share or, at the sole discretion of the Board, a Share, and subject to such restrictions and conditions on vesting as the Board may determine at the time of grant, unless such Share Unit expires prior to being settled. Restrictions and conditions on vesting may, without limitation, be based on the passage of time during continued employment or other service relationship (sometimes referred to as a "Restricted Share Unit" or "RSU"), the achievement of specified Performance Criteria (sometimes referred to as a "Performance Share Unit" or "PSU"), or both.

Unless otherwise provided in the applicable Share Unit Agreement, it is intended that Share Units awarded to U.S. Taxpayers will be exempt from Code Section 409A under U.S. Treasury Regulation section 1.409A-1(b)(4), and accordingly such Share Units will be settled/redeemed by March 15th of the year following the year in which such Share Units are not, or are no longer, subject to a substantial risk of forfeiture (as such term is interpreted under Code Section 409A). For greater certainty, upon the satisfaction or waiver or deemed satisfaction of all Performance Criteria and other vesting conditions, the Share Units of U.S. Taxpayers will no longer be subject to a substantial risk of forfeiture, and will be settled/redeemed by March 15th of the following year (the "**U.S. Share Unit Outside Expiry Date**"). It is intended that, in respect of Share Units granted to Canadian Participants (other than Canadian Participants that are Consultants) as a bonus for services rendered in the year of grant, neither the Plan nor any Share Units granted hereunder will constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA, by reason of the exemption in paragraph (k) thereof. All Share Units granted hereunder shall be in addition to, and not in substitution for or *in lieu* of, ordinary salary and wages received or receivable by any Canadian Participant in respect of his or her services to the Corporation or a Subsidiary, as applicable.

4.2 Share Unit Awards

(1) Subject to the provisions herein and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (a) designate the Eligible Participants who may receive Share Units under the Plan, (b) fix the number of Share Units, if any, to be granted to each Eligible Participant and the date or dates on which such Share Units shall be granted, (c) determine the relevant conditions, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and the Restriction Period of such Share Units, and (d) determine any other terms and conditions applicable to the granted Share Units, which need not be identical and which, without limitation, may include non-competition provisions, subject to the terms and conditions prescribed in this Plan and in any Share Unit Agreement. For

Share Units granted to employees, management company employees and Consultants, the Corporation and the Participant are responsible for ensuring and confirming that the Participant is a *bona fide* Employee, Management Company Employee or Consultant (in each case as such terms are defined in section 1.2 of Policy 4.4 – *Incentive Stock Options* of the Corporate Finance Manual of the TSXV), as the case may be.

(2) All Share Units granted herein shall vest in accordance with the terms of the Share Unit Agreement entered into in respect of such Share Units.

(3) Subject to the vesting and other conditions and provisions in this Plan and in the applicable Share Unit Agreement, each Share Unit awarded to a Participant shall entitle the Participant to receive, on settlement, a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Board in its sole discretion may determine, in each case subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Board to settle any Share Unit, or a portion thereof, in the form of Shares, the Board reserves the right to change such form of payment at any time until payment is actually made.

4.3 Share Unit Agreements

(1) The grant of a Share Unit by the Board shall be evidenced by a Share Unit Agreement in such form not inconsistent with the Plan as the Board may from time to time determine with reference to the form attached as Exhibit "C". Such Share Unit Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a Share Unit Agreement. The provisions of the various Share Unit Agreements issued under this Plan need not be identical.

(2) The Share Unit Agreement shall contain such terms that the Corporation considers necessary in order that the Share Units granted to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting restricted share units in the income tax laws (including, in respect of Canadian Participants (other than Canadian Participants that are Consultants), such terms and conditions so as to ensure that the Share Units shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA, by reason of the exemption in paragraph (k) thereof) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

4.4 Vesting of Share Units

The Board shall have sole discretion to (a) determine if any vesting conditions with respect to a Share Unit, including any Performance Criteria or other vesting conditions contained in the applicable Share Unit Agreement, have been met, (b) waive the vesting conditions applicable to Share Units (or deem them to be satisfied), and (c) extend the Restriction Period with respect to any grant of Share Units, provided that (i) any such extension shall not result in the Restriction Period for such Share Units extending beyond the Share Unit Outside Expiry Date, and (ii) with respect to any grant of Share Units to a U.S. Taxpayer, such extension constitutes a substantial risk of forfeiture and such Share Units will continue to be exempt from (or otherwise comply with) Code Section 409A. The Corporation shall communicate to a Participant, as

soon as reasonably practicable, the date on which all such applicable vesting conditions in respect of a grant of Share Units to the Participant have been satisfied, waived or deemed satisfied and such Share Units have vested (the "**Vesting Date**").

4.5 Redemption / Settlement of Share Units

(1) Subject to the provisions of this Section 4.5 and Section 4.6, a Participant's vested Share Units shall be redeemed in consideration for a cash payment on the date (the "**Redemption Date**") that is determined by the Corporation in its sole discretion, provided that such date shall not be later than: (a) in the case of a Canadian Participant, the earlier of: i) 30 days following the Participant's Termination Date; or, ii) the Share Unit Outside Expiry Date, and (b) in the case of a Participant who is a U.S. Taxpayer, the earlier of: i) 30 days following the Participant's Termination Date; or, ii) the U.S. Share Unit Outside Expiry Date.

(2) Subject to the provisions of this Section 4.5 and Section 4.6, during the period between the Vesting Date and the Redemption Date in respect of a Participant's vested Share Units, the Corporation (or any Subsidiary that is party to an Employment Agreement or Consulting Agreement with the Participant whose vested Share Units are to be redeemed) shall, at its sole discretion, be entitled to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the Participant's vested Share Units either (a) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on the Redemption Date, or (b) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.

(3) Settlement of a Participant's vested Share Units shall take place on the Redemption Date as follows:

(a) where the Corporation (or applicable Subsidiary) has elected to settle all or a portion of the Participant's vested Share Units in Shares issued from treasury:

(i) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or

(ii) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;

(b) where the Corporation or a Subsidiary has elected to settle all or a portion of the Participant's vested Share Units in Shares purchased in the open market, by delivery by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the Redemption Date multiplied by the number of vested Share Units to be settled in Shares purchased in the open market, less the amount

of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;

(c) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's Share Units that the Corporation or a Subsidiary has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation or Subsidiary of which the Participant is a director, executive officer, employee or Consultant, in cash, by cheque or by such other payment method as the Corporation and Participant may agree; and

(d) where the Corporation or a Subsidiary has elected to settle a portion, but not all, of the Participant's vested Share Units in Shares, the Participant shall be deemed to have instructed the Corporation or Subsidiary, as applicable, to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding tax obligations, and the Corporation or Subsidiary, as applicable, shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion payable to settle a Participant's Share Units in the foregoing circumstances is not sufficient to satisfy the withholding obligations of the Corporation or a Subsidiary pursuant to Section 8.2, the Corporation or Subsidiary, as applicable, shall be entitled to satisfy any remaining withholding obligation by any other mechanism as may be required or determined by the Corporation or Subsidiary as appropriate.

(4) Notwithstanding any other provision in this Article 4, no payment, whether in cash or in Shares, shall be made in respect of the settlement of any Share Units later than December 15th of the third (3rd) calendar year following the end of the calendar year in respect of which such Share Unit is granted (the "**Share Unit Outside Expiry Date**").

4.6 Determination of Amounts

(1) The cash payment obligation arising in respect of the redemption and settlement of a vested Share Unit pursuant to Section 4.5 shall be equal to the Market Value of a Share as of the applicable Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's vested Share Units shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the Redemption Date for such vested Share Units multiplied by the number of vested Share Units in the Participant's Account at the commencement of the Redemption Date (after deducting any such vested Share Units in the Participant's Account in respect of which the Corporation (or applicable Subsidiary) makes an election under Section 4.5(2) to settle such vested Share Units in Shares).

(2) If the Corporation (or applicable Subsidiary) elects in accordance with Section 4.5(2) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's vested Share Units by the issuance of Shares, the Corporation shall, subject to any adjustments in

accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant (or the legal representative of the Participant, if applicable), for each vested Share Unit which the Corporation (or applicable Subsidiary) elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation (or applicable Subsidiary) to settle all or a portion of the Participant's vested Share Units in Shares includes a fractional Share, the aggregate number of Shares to be received by the Participant shall be rounded down to the nearest whole number of Shares.

4.7 Award of Dividend Equivalents

(1) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded as a bonus for services rendered in the year in respect of unvested Share Units in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional Share Units, the number of which shall be equal to a fraction where the numerator is the product of (a) the number of Share Units in such Participant's Account on the date that dividends are paid multiplied by (b) the dividend paid per Share and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional Share Units credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting, Restriction Periods and expiry) as the Share Units in respect of which such additional Share Units are credited. If the number of securities issued as Dividend Equivalents, together with all of the Corporation's other share-based compensation, would exceed the Share Limit, then such Dividend Equivalents will be paid in cash.

(2) In the event that the Participant's applicable Share Units do not vest, all Dividend Equivalents, if any, associated with such Share Units will be forfeited by the Participant.

ARTICLE 5
DEFERRED SHARE UNITS

5.1 Nature of DSUs

A DSU is an Award for services rendered, or for future services to be rendered, and that, upon settlement, entitles the recipient Eligible Participant to receive cash or acquire Shares, as determined by the Corporation in its sole discretion, unless such DSU expires prior to being settled.

For greater certainty, the aggregate of all amounts each of which may be received in respect of a DSU shall depend, at all times, on the fair market value of shares in the capital of the Corporation or any corporation related (within the meaning of the ITA) thereto within the period that commences one year prior to the Participant's Termination Date and ends at the time the amount is received.

5.2 DSU Awards

(1) Subject to the provisions of this Plan, any shareholder or regulatory approval which may be required, and the requirements of paragraph 6801(d) of the ITA Regulations and Code Section 409A, the Board shall, from time to time by resolution, in its sole discretion, (a) designate the Eligible Participants who may receive DSUs under the Plan, (b) fix the number of DSUs, if any, to be granted to any Eligible Participant and the date or dates on which such DSUs shall be granted, and (c) determine the relevant conditions and vesting provisions for such DSUs, subject to the terms and conditions prescribed in this Plan and in any DSU Agreement, as applicable.

(2) All DSUs granted herein shall vest in accordance with the terms of the DSU Agreement entered into in respect of such DSUs.

(3) Subject to the vesting and other conditions and provisions in this Plan and in any DSU Agreement, each DSU awarded to a Participant shall entitle the Participant to receive on settlement a cash payment equal to the Market Value of a Share, or, at the discretion of the Board, one Share or any combination of cash and Shares as the Corporation in its sole discretion may determine. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any DSU, and, notwithstanding any discretion exercised by the Corporation to settle any DSU, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made.

5.3 DSU Agreements

(1) The grant of a DSU by the Board shall be evidenced by a DSU Agreement in such form not inconsistent with the Plan as the Board may from time to time determine with reference to the form attached as Exhibit "D". Such DSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a DSU Agreement. The provisions of the various DSU Agreements issued under this Plan need not be identical.

(2) Each DSU Agreement shall contain such terms that the Corporation considers necessary in order that the DSUs granted thereunder to U.S. Taxpayers will comply with Code Section 409A and any provisions respecting deferred share units in the income tax laws (including, in respect of Canadian Participants, such terms and conditions so as to ensure that the DSUs shall not constitute a "salary deferral arrangement" as defined in subsection 248(1) of the ITA by reason of the exemption in paragraph 6801(d) of the ITA Regulations) or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or provide services in or the rules of any regulatory body having jurisdiction over the Corporation.

5.4 Redemption / Settlement of DSUs

(1) Except as otherwise provided in this Section 5.4 or Section 8.8 of this Plan, (i) DSUs of a Participant who is a U.S. Taxpayer shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Separation from Service, and (ii) DSUs of a Participant who is a Canadian Participant (or who is neither a U.S. Taxpayer nor a Canadian Participant) shall be redeemed and settled by the Corporation as soon as reasonably practicable following the Participant's Termination Date, but in any event not later than, and any payment (whether in cash or in Shares) in respect of the settlement of such DSUs shall be made no later than, December 15th of the first (1st) calendar year commencing immediately after the Participant's Termination Date. Notwithstanding the foregoing, if a payment in settlement of DSUs of a Participant who is both a U.S. Taxpayer and a Canadian Participant:

(a) is required as a result of his or her Separation from Service in accordance with clause (i) above, but such payment would result in such DSUs failing to satisfy the requirements of paragraph 6801(d) of the ITA Regulations, and the Board determines that it is not practical to make such payment in some other manner or at some other time that complies with both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then such payment will be made to a trustee to be held in trust for the benefit of the Participant in a manner that

causes the payment to be included in the Participant's income under the Code but does not contravene the requirements of paragraph 6801(d) of the ITA Regulations, and the amount shall thereafter be paid out of the trust at such time and in such manner as complies with the requirements of paragraph 6801(d) of the ITA Regulations; or

(b) is required pursuant to clause (ii) above, but such payment would result in such DSUs failing to satisfy the requirements of Code Section 409A because the Participant has not experienced a Separation from Service, and if the Board determines that it is not practical to make such payment in some other manner or at some other time that satisfies the requirements of both Code Section 409A and paragraph 6801(d) of the ITA Regulations, then the Participant shall forfeit such DSUs without compensation therefor.

(2) The Corporation will have, at its sole discretion, the ability to elect to settle all or any portion of the cash payment obligation otherwise arising in respect of the redemption and settlement of a Participant's DSUs either (a) by the issuance of Shares to the Participant (or the legal representative of the Participant, if applicable) on the DSU Redemption Date, or (b) by paying all or a portion of such cash payment obligation to the Designated Broker, who shall use the funds received to purchase Shares in the open market, which Shares shall be registered in the name of the Designated Broker in a separate account for the Participant's benefit.

(3) For greater certainty, the Corporation shall not pay any cash or issue or deliver any Shares to a Participant in satisfaction of the redemption of a Participant's DSUs prior to the Corporation being satisfied, in its sole discretion, that all applicable withholding taxes and other applicable source deductions under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular DSUs.

(4) The redemption and settlement of a Participant's DSUs shall occur on the applicable DSU Redemption Date as follows:

(a) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares issued from treasury:

(i) in the case of Shares issued in certificated form, by delivery to the Participant (or to the legal representative of the Participant, if applicable) of a certificate in the name of the Participant (or the legal representative of the Participant, if applicable) representing the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions in accordance with Section 8.2; or

(ii) in the case of Shares issued in uncertificated form, by the issuance to the Participant (or to the legal representative of the Participant, if applicable) of the aggregate number of Shares that the Participant is entitled to receive, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, which Shares shall be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Shares;

(b) where the Corporation has elected to settle all or a portion of the Participant's DSUs in Shares purchased in the open market, by delivery by the Corporation to the Designated Broker of readily available funds in an amount equal to the Market Value of a Share as of the applicable DSU Redemption Date multiplied by the number of DSUs to be settled in

Shares purchased in the open market, less the amount of any applicable withholding tax and other applicable source deductions under Section 8.2, along with directions instructing the Designated Broker to use such funds to purchase Shares in the open market for the benefit of the Participant and to be evidenced by a confirmation from the Designated Broker of such purchase;

(c) any cash payment to which the Participant is entitled (excluding, for the avoidance of doubt, any amount payable in respect of the Participant's DSUs that the Corporation has elected to settle in Shares) shall, subject to satisfaction of any applicable withholding tax and other applicable source deductions under Section 8.2, be paid to the Participant (or to the legal representative of the Participant, if applicable) by the Corporation in cash, by cheque or by such other payment method as the Corporation and Participant may agree; and

(d) where the Corporation has elected to settle a portion, but not all, of the Participant's DSUs in Shares, the Participant shall be deemed to have instructed the Corporation to withhold from the cash portion of the payment to which the Participant is otherwise entitled such amount as may be required in accordance with Section 8.2 and to remit such withheld amount to the applicable taxation authorities on account of any withholding obligations of the Corporation, and the Corporation shall deliver any remaining cash payable, after making any such remittance, to the Participant (or to the legal representative of the Participant, if applicable) as soon as reasonably practicable. In the event that the cash portion elected by the Corporation to settle the Participant's DSUs is not sufficient to satisfy the withholding obligations of the Corporation pursuant to Section 8.2, any remaining amounts shall be satisfied by the Corporation by any other mechanism as may be required or determined by the Corporation as appropriate.

5.5 Determination of Amounts

(1) The cash payment obligation by the Corporation in respect of the redemption and settlement of a DSU pursuant to Section 5.4 shall be equal to the Market Value of a Share as of the applicable DSU Redemption Date. For the avoidance of doubt, the aggregate cash amount to be paid to a Participant (or the legal representative of the Participant, if applicable) in respect of a particular redemption of the Participant's DSUs shall, subject to any adjustment in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, be equal to the Market Value of a Share as of the DSU Redemption Date for such DSUs multiplied by the number of DSUs being redeemed (after deducting any such DSUs in respect of which the Corporation makes an election under Section 5.4(2) to settle such DSUs in Shares).

(2) If the Corporation elects in accordance with Section 5.4(2) to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's DSUs by the issuance of Shares, the Corporation shall, subject to any adjustments in accordance with Section 7.1 and any withholding required pursuant to Section 8.2, issue to the Participant, for each DSU which the Corporation elects to settle in Shares, one Share. Where, as a result of any adjustment in accordance with Section 7.1 and/or any withholding required pursuant to Section 8.2, the aggregate number of Shares to be received by a Participant upon an election by the Corporation to settle all or a portion of the Participant's DSUs includes a fractional Share, the aggregate number of Shares to be received by the Participant shall be rounded down to the nearest whole number of Shares.

5.6 Award of Dividend Equivalents

(1) Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded, as an additional bonus for services rendered in that particular calendar year, in respect of DSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a shareholder of record of Shares on the relevant record date. Dividend Equivalents, if any, will be credited to the Participant's Account in additional DSUs, the number of which shall be equal to a fraction where the numerator is the product of (a) the number of DSUs in such Participant's Account on the date that dividends are paid multiplied by (b) the dividend paid per Share and the denominator of which is the Market Value of a Share calculated as of the date that dividends are paid. Any additional DSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting conditions) as the DSUs in respect of which such additional DSUs are credited. If the number of securities issued as Dividend Equivalents, together with all of the Corporation's other share-based compensation, would exceed the Share Limit, then such Dividend Equivalents will be paid in cash.

(2) In the event that the Participant's applicable DSUs do not vest, all Dividend Equivalents, if any, associated with such DSUs will be forfeited by the Participant.

ARTICLE 6
GENERAL CONDITIONS

6.1 General Conditions Applicable to Awards

Each Award shall be subject to the following conditions:

(1) **Vesting Period**. Each Award granted hereunder shall vest in accordance with the terms of this Plan and the Award Agreement entered into in respect of such Award. The Board has the right, in its sole discretion, to waive any vesting conditions or accelerate the vesting of any Award, or to deem any Performance Criteria or other vesting conditions to be satisfied, notwithstanding the vesting schedule set forth for such Award; provided, however, that no acceleration of the vesting provisions of Options granted to Persons retained to provide Investor Relations Activities is allowed without the prior acceptance of the TSXV.

(2) **Employment**. Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee by the Corporation or a Subsidiary to the Participant of employment or another service relationship with the Corporation or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Corporation or any of its Subsidiaries in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.

(3) **Grant of Awards**. Eligibility to participate in this Plan does not confer upon any Eligible Participant any right to be granted Awards pursuant to this Plan. Granting Awards to any Eligible Participant does not confer upon any Eligible Participant the right to receive nor preclude such Eligible Participant from receiving any additional Awards at any time. The extent to which any Eligible Participant is entitled to be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in the Plan shall be entirely voluntary and any decision

not to participate shall not affect an Eligible Participant's relationship or employment with the Corporation or any Subsidiary.

(4) **Rights as a Shareholder**. Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as a shareholder in respect of any Shares covered by such Participant's Awards by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and Shares have been issued in respect thereof. Without in any way limiting the generality of the foregoing and except as provided under this Plan, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Shares have been issued.

(5) **Conformity to Plan**. In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.

(6) **Non-Transferability**. Except as set forth herein, each Award granted under the Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution. Awards may be exercised only by:

(a) the Participant to whom the Awards were granted;

(b) upon the Participant's death, by the legal representative of the Participant's estate; or

(c) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant;

provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Award. A Person exercising an Award may subscribe for Shares only in the Person's own name or in the Person's capacity as a legal representative.

(7) **Participant's Entitlement**. Except as otherwise provided in this Plan (including, without limiting the generality of the foregoing, pursuant to Section 6.2), or unless the Board permits otherwise, upon any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a director, executive officer, employee or Consultant of such Subsidiary of the Corporation and not of the Corporation itself, whether or not then exercisable, shall automatically terminate on the date of such change.

6.2 General Conditions Applicable to Options

Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, each Option shall be subject to the following conditions:

(1) **Termination for Cause**. Upon a Participant ceasing to be an Eligible Participant for Cause, any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately. For the purposes of the Plan, the determination by the Corporation that the Participant was discharged for Cause shall be binding on the Participant. "**Cause**" shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the

Corporation's codes of conduct and any other reason determined by the Corporation to be cause for termination.

(2) **Termination not for Cause**. Upon a Participant ceasing to be an Eligible Participant as a result of his or her employment or service relationship with the Corporation or a Subsidiary being terminated without Cause (including, for the avoidance of doubt, as a result of any Subsidiary of the Corporation ceasing to be a Subsidiary of the Corporation, as contemplated by Section 6.1(7)), (a) each unvested Option granted to such Participant shall terminate and become void immediately upon such termination, and (b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) ninety (90) days after the Participant's Termination Date (or such later date as the Board may, in its sole discretion, determine, but which shall not be later than twelve (12) months from the Participant's Termination Date) and (ii) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(3) **Resignation**. Upon a Participant ceasing to be an Eligible Participant as a result of his or her resignation from the Corporation or a Subsidiary, (a) each unvested Option granted to such Participant shall terminate and become void immediately upon such resignation, and (b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) ninety (90) days after the Participant's Termination Date (or such later date as the Board may, in its sole discretion, determine, but which shall not be later than twelve (12) months from the Participant's Termination Date) and (ii) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(4) **Retirement/Permanent Disability**. Upon a Participant ceasing to be an Eligible Participant by reason of retirement or permanent disability, (a) each unvested Option granted to such Participant shall terminate and become void immediately, and (b) each vested Option held by such Participant shall cease to be exercisable on the earlier of (i) ninety (90) days from the date of retirement or the date on which the Participant ceases his or her employment or service relationship with the Corporation or any Subsidiary by reason of permanent disability (or such later date as the Board may, in its sole discretion, determine, but which shall not be later than twelve (12) months from the Participant's Termination Date) and (ii) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(5) **Death**. Upon a Participant ceasing to be an Eligible Participant by reason of death, (a) each unvested Option granted to such Participant shall terminate and become void immediately, and (b) each vested Option held by such Participant at the time of death may be exercised by the legal representative of the Participant, provided that any such vested Option shall cease to be exercisable on the earlier of (i) the date that is twelve (12) months after the Participant's death or (ii) the expiry date of such Option as set forth in the applicable Award Agreement, after which such vested Option will expire.

(6) **Leave of Absence.** Upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in the Plan shall be terminated, provided that all vested Options shall remain outstanding and in effect until the earlier of (i) the date that is twelve (12) months after a Participant ceases to be an Eligible Participant, (ii) the applicable exercise date, or (iii) such earlier date determined by the Board at its sole discretion.

6.3 General Conditions Applicable to Share Units

Except as otherwise provided in any Employment Agreement or Consulting Agreement or in any Award Agreement, each Share Unit shall be subject to the following conditions:

(1) **Termination for Cause and Resignation**. Upon a Participant ceasing to be an Eligible Participant for Cause or as a result of his or her resignation from the Corporation or a Subsidiary, the Participant's participation in the Plan shall be terminated immediately, all Share Units credited to such Participant's Account that have not vested shall be forfeited and cancelled, and the Participant's rights that relate to such Participant's unvested Share Units shall be forfeited and cancelled on the Termination Date.

(2) **Death, Leave of Absence or Termination of Service**. Except as otherwise determined by the Board from time to time, at its sole discretion, upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, or upon a Participant ceasing to be Eligible Participant as a result of (a) death, (b) retirement, (c) Termination of Service for reasons other than for Cause, (d) his or her employment or service relationship with the Corporation or a Subsidiary being terminated by reason of injury or disability or (e) becoming eligible to receive long-term disability benefits, all unvested Share Units in the Participant's Account as of such date relating to a Restriction Period in progress shall be forfeited and cancelled. Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested Share Units, the date of such action is the Vesting Date.

(3) **General**. For greater certainty, where (a) a Participant's employment or service relationship with the Corporation or a Subsidiary is terminated pursuant to Section 6.3(1) or Section 6.3(2) hereof or (b) a Participant elects for a voluntary leave of absence pursuant to Section 6.3(2) hereof following the satisfaction of all vesting conditions in respect of particular Share Units but before receipt of the corresponding distribution or payment in respect of such Share Units, the Participant shall remain entitled to such distribution or payment until the earlier of (i) a date that is twelve (12) months from the Participant's Termination Date or such date that a Participant ceases to be an Eligible Participant, as applicable, or (ii) the Vesting Date. For greater certainty, no Share Unit shall be exercisable, redeemable or settled beyond a date that is twelve (12) months from the Participant's Termination Date or such date that a Participant ceases to be an Eligible Participant, and no Participant shall have any rights with respect to any Share Unit not redeemed or settled beyond such date.

ARTICLE 7
ADJUSTMENTS AND AMENDMENTS

7.1 Adjustment to Shares Subject to Outstanding Awards

At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, in the event of (i) any subdivision of the Shares into a greater number of Shares, (ii) any consolidation of the Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Shares, (iv) any merger, amalgamation or consolidation of the Corporation with or into another corporation, or (v) any distribution to all holders of Shares or other securities in the capital of the Corporation of cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Corporation or one of its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit) or any transaction or

change having a similar effect, then the Board shall in its sole discretion, subject to the required approval of any Exchange, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including, without limitation:

(a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;

(b) adjustments to the number of Shares or cash payment to which the Participant is entitled upon exercise or settlement of such Award; or

(c) adjustments to the number or kind of shares reserved for issuance pursuant to the Plan.

7.2 Change of Control

(1) In the event of a potential Change of Control, the Board shall have the power, in its sole discretion, to accelerate the vesting of Options to assist the Participants to tender into a takeover bid or participate in any other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, in its sole discretion, to (a) provide that any or all Options shall thereupon terminate, provided that any such outstanding Options that have vested shall remain exercisable until the consummation of such Change of Control, and (b) permit Participants to conditionally exercise their vested Options immediately prior to the consummation of the take-over bid and the Shares issuable under such Options to be tendered to such bid, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.2 is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 7.2 or the definition of "Change of Control": (i) any conditional exercise of vested Options shall be deemed to be null, void and of no effect, and such conditionally exercised Options shall for all purposes be deemed not to have been exercised, (ii) Shares which were issued pursuant to the exercise of Options which vested pursuant to this Section 7.2 shall be returned by the Participant to the Corporation and reinstated as authorized but unissued Shares, and (iii) the original terms applicable to Options which vested pursuant to this Section 7.2 shall be reinstated. In the event of a Change of Control, the Board may exercise its discretion to accelerate the vesting of, or waive the Performance Criteria or other vesting conditions applicable to, outstanding Share Units, and the date of such action shall be the Vesting Date of such Share Units.

(2) If the Corporation completes a transaction constituting a Change of Control and within twelve (12) months following the Change of Control a Participant who was also an officer or employee of, or Consultant to, the Corporation prior to the Change of Control has their Employment Agreement or Consulting Agreement terminated, then: (a) all unvested Options granted to such Participant shall immediately vest and become exercisable, and remain open for exercise until the earlier of (i) their expiry date as set out in the applicable Award Agreement, and (ii) the date that is 90 days after such termination or dismissal; and (b) all unvested Share Units shall become vested, and the date of such Participant's Termination Date shall be deemed to be the Vesting Date.

7.3 Amendment or Discontinuance of the Plan

(1) The Board may amend the Plan or any Award at any time without the consent of the Participants, provided that such amendment shall:

(a) not adversely alter or impair the rights of any Participant, without the consent of such Participant, except as permitted by the provisions of the Plan;

(b) be in compliance with applicable law (including Code Section 409A and the provisions of the ITA, to the extent applicable), and subject to any regulatory approvals including, where required, the approval of the TSXV (or any other stock exchange on which the Shares are listed); and

(c) be subject to shareholder approval to the extent such approval is required by applicable law or the requirements of the TSXV (or any other stock exchange on which the Shares are listed), provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Corporation, make the following amendments:

(i) other than amendments to the exercise price and the expiry date of any Award as described in Section 7.3(2)(b) and Section 7.3(2)(c), any amendment, with the consent of the Participant, to the terms of an Award previously granted to such Participant under the Plan;

(ii) any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the TSXV (or any other stock exchange on which the Shares are listed) or any other regulatory body to which the Corporation is subject;

(iii) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correcting grammatical or typographical errors and amending the definitions contained within the Plan; or

(iv) any amendment regarding the administration or implementation of the Plan.

(2) Notwithstanding Section 7.3(1)(c), the Board shall be required to obtain shareholder approval, including, if required by the applicable Exchange, disinterested shareholder approval, to make the following amendments:

(a) any amendment to the maximum percentage or number of Shares that may be reserved for issuance pursuant to the exercise or settlement of Awards granted under the Plan, including an increase to the fixed maximum percentage of Shares or a change from a fixed maximum percentage of Shares to a fixed maximum number of Shares or vice versa, except in the event of an adjustment pursuant to Section 7.1;

(b) any amendment which reduces the exercise price of any Award, as applicable, after such Award has been granted or any cancellation of an Award and the replacement of such Award with an Award with a lower exercise price or other entitlements, except in the event of an adjustment pursuant to Section 7.1; provided, however, that, for greater certainty, disinterested shareholder approval will be required for any amendment which reduces the

exercise price of any Option if the Participant is an Insider of the Corporation at the time of the proposed amendment;

(c) any amendment which extends the expiry date of any Award, or the Restriction Period of any Share Unit beyond the original expiry date or Restriction Period, except in the event of an extension due to a Blackout Period;

(d) any amendment to the definition of an Eligible Participant under the Plan;

(e) any amendment to the participation limits set out in Section 2.5; or

(f) any amendment to this Section 7.3 of the Plan.

(3) The Board may, by resolution, but subject to applicable regulatory and shareholder approval, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment or engagement shall not apply for any reason acceptable to the Board.

(4) The Board may, subject to regulatory approval, discontinue the Plan at any time without the consent of the Participants provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Plan.

ARTICLE 8
MISCELLANEOUS

8.1 Use of an Administrative Agent

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under the Plan and to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

8.2 Tax Withholding

Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the legal representative of the Participant) under this Plan shall be made net of any applicable withholdings, including in respect of applicable withholding taxes required to be withheld at source and other source deductions, as the Corporation determines. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then the withholding obligation may be satisfied in such manner as the Corporation determines, including (a) by the sale of a portion of such Shares by the Corporation, the Corporation's transfer agent and registrar or any trustee appointed by the Corporation pursuant to Section 8.1, on behalf of and as agent for the Participant, as soon as permissible and practicable, with the proceeds of such sale being used to satisfy any withholding and remittance obligations of the Corporation (and any remaining proceeds, following such withholding and remittance, to be paid to the Participant), (b) by requiring the Participant, as a condition of receiving such Shares, to pay to the Corporation an amount in cash sufficient to satisfy such withholding, or (c) any other mechanism as may be required or determined by the Corporation as appropriate.

8.3 Securities Law Compliance

(1) The Plan (including any amendments to it), the terms of the grant of any Award under the Plan, the grant of any Award, the exercise of any Option, the delivery of any Shares upon exercise of any Option, or the Corporation's election to deliver Shares in settlement of any Share Units or DSUs, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of applicable Exchanges and to such approvals by any regulatory or governmental agency as may, as determined by the Corporation, be required. The Corporation shall not be obliged by any provision of the Plan or the grant of any Award or exercise of any Option hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.

(2) No Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of the Plan or of the Shares under the securities laws of any jurisdiction or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.

(3) Shares issued, sold or delivered to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws.

(4) If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

(5) With respect to Awards granted in the United States or to U.S. Persons (as defined under Regulation S under the U.S. Securities Act) or at such time as the Corporation ceases to be a "foreign private issuer" (as defined under the U.S. Securities Act), unless the Shares which may be issued upon the exercise or settlement of such Awards are registered under the U.S. Securities Act, the Awards granted hereunder and any Shares that may be issuable upon the exercise or settlement of such Awards will be considered "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act). Accordingly, any such Awards or Shares issued prior to an effective registration statement filed with the SEC may not be transferred, sold, assigned, pledged, hypothecated or otherwise disposed by the Participant, directly or indirectly, without registration under the U.S. Securities Act and applicable state securities laws or unless in compliance with an available exemption therefrom. Certificate(s) representing the Awards and any Shares issued upon the exercise or settlement of such Awards prior to an effective registration statement filed with the SEC, and all certificate(s) issued in exchange therefor or in substitution thereof, will be endorsed with the following or a similar legend until such time as it is no longer required under the applicable requirements of the U.S. Securities Act:

"THE SECURITIES REPRESENTED HEREBY [for Awards add: AND ANY SECURITIES ISSUABLE UPON EXERCISE HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER. HEDGING TRANSACTIONS INVOLVING SUCH

SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT."

8.4 Reorganization of the Corporation

The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.5 Quotation of Shares

So long as the Shares are listed on one or more Exchanges, the Corporation must apply to such Exchange or Exchanges for the listing or quotation, as applicable, of the Shares underlying the Awards granted under the Plan, however, the Corporation cannot guarantee that such Shares will be listed or quoted on any Exchange.

8.6 Governing Laws

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8.7 Severability

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

8.8 Code Section 409A

It is intended that any payments under the Plan to U.S. Taxpayers shall be exempt from or comply with Code Section 409A, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Code Section 409A. Solely to the extent that Awards of a U.S. Taxpayer are determined to be subject to Code Section 409A, the following will apply with respect to the rights and benefits of U.S. Taxpayers under the Plan:

(1) Except as permitted under Code Section 409A, any deferred compensation (within the meaning of Code Section 409A) payable to or for the benefit of a U.S. Taxpayer may not be reduced by, or offset against, any amount owing by the U.S. Taxpayer to the Corporation or any of its Affiliates.

(2) If a U.S. Taxpayer becomes entitled to receive payment in respect of any Share Units or any DSUs that are subject to Code Section 409A, as a result of his or her Separation from Service and the U.S. Taxpayer is a "specified employee" (within the meaning of Code Section 409A) at the time of his or her Separation from Service, and the Board makes a good faith determination that (a) all or a portion of the Share Units or DSUs constitute "deferred compensation" (within the meaning of Code Section 409A) and (b) any such deferred compensation that would otherwise be payable during the six-month period following such Separation from Service is required to be delayed pursuant to the six-month delay rule set forth in Code Section 409A in order to avoid taxes or penalties under Code Section 409A, then payment of such "deferred compensation" shall not be

made to the U.S. Taxpayer before the date which is six months after the date of his or her Separation from Service (and shall be paid in a single lump sum on the first day of the seventh month following the date of such Separation from Service) or, if earlier, the U.S. Taxpayer's date of death.

(3) A U.S. Taxpayer's status as a "specified employee" (within the meaning of Code Section 409A) shall be determined by the Corporation as required by Code Section 409A on a basis consistent with Code Section 409A and such basis for determination will be consistently applied to all plans, programs, contracts, agreements, etc. maintained by the Corporation that are subject to Code Section 409A.

(4) Although the Corporation intends that Share Units will be exempt from Code Section 409A or will comply with Code Section 409A, and that DSUs will comply with Code Section 409A, the Corporation makes no assurances that the Share Units will be exempt from Code Section 409A or will comply with it. Each U.S. Taxpayer, any beneficiary or the U.S. Taxpayer's estate, as the case may be, is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Taxpayer in connection with this Plan (including any taxes and penalties under Code Section 409A), and neither the Corporation nor any Subsidiary shall have any obligation to indemnify or otherwise hold such U.S. Taxpayer or beneficiary or the U.S. Taxpayer's estate harmless from any or all of such taxes or penalties.

(5) In the event that the Board determines that any amounts payable hereunder will be taxable to a Participant under Code Section 409A prior to payment to such Participant of such amount, the Corporation may (a) adopt such amendments to the Plan and Share Units and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Board determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by the Plan and Share Units hereunder and/or (b) take such other actions as the Board determines necessary or appropriate to avoid or limit the imposition of an additional tax under Code Section 409A.

(6) In the event the Corporation amends, suspends or terminates the Plan or Share Units as permitted under the Plan, such amendment, suspension or termination will be undertaken in a manner that does not result in adverse tax consequences under Code Section 409A.

8.9 Effective Date of the Plan

The Plan shall become effective upon a date to be determined by the Board; provided, however, that the Plan shall be subject to disinterested shareholder approval.

EXHIBIT "A"
TO OMNIBUS EQUITY INCENTIVE PLAN OF ENABLENCE TECHNOLOGIES INC.

FORM OF OPTION AGREEMENT

This Option Agreement is entered into between Enablence Technologies Inc. (the "**Corporation**") and the Participant named below, pursuant to the Corporation's Omnibus Equity Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. _____ (the "**Grant Date**"),

2. _____ (the "**Participant**")

3. was granted _____ options ("**Options**") to purchase common shares of the Corporation (each, a "**Share**"), in accordance with the terms of the Plan, which Options will bear the following terms:

   (a) Exercise Price and Expiry. Subject to the vesting conditions specified below, the Options will be exercisable by the Participant at a price of CAD$● per Share (the "**Option Price**") at any time prior to expiry on ● (the "**Expiration Date**").

   (b) Vesting; Time of Exercise. Subject to the terms of the Plan, the Options shall vest and become exercisable as follows:

Number of Options	Vested On

   If the aggregate number of Shares vesting in a tranche set forth above includes a fractional Share, the aggregate number of Shares will be rounded down to the nearest whole number of Shares. Notwithstanding anything to the contrary herein, the Options shall expire on the Expiration Date set forth above and must be exercised, if at all, on or before the Expiration Date. Options are denominated in Canadian dollars (CAD$).

4. The Options shall be exercisable only by delivery to the Corporation of a duly completed and executed notice in the form attached to this Option Agreement (the "**Exercise Notice**"), together with (a) payment of the Option Price for each Share covered by the Exercise Notice, and (b) payment of any withholding taxes as required in accordance with the terms of the Exercise Notice. Any such payment to the Corporation shall be made by certified cheque or wire transfer in readily available funds.

5. Subject to the terms of the Plan, the Options specified in an Exercise Notice shall be deemed to be exercised upon receipt by the Corporation of such written Exercise Notice, together with the payment of all amounts required to be paid by the Participant to the Corporation pursuant to paragraph 4 of this Option Agreement.

6. The Participant hereby represents and warrants (on the date of this Option Agreement and upon each exercise of Options) that:

(a) the Participant has not received any offering memorandum, or any other documents (other than annual financial statements, interim financial statements or any other document the content of which is prescribed by statute or regulation, other than an offering memorandum) describing the business and affairs of the Corporation that has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the Shares;

(b) the Participant is acquiring the Shares without the requirement for the delivery of a prospectus or offering memorandum, pursuant to an exemption under applicable securities legislation and, as a consequence, is restricted from relying upon the civil remedies otherwise available under applicable securities legislation and may not receive information that would otherwise be required to be provided to it;

(c) the Participant has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Corporation and does not desire to utilize a registrant in connection with evaluating such merits and risks;

(d) the Participant acknowledges that an investment in the Shares involves a high degree of risk, and represents that it understands the economic risks of such investment and is able to bear the economic risks of this investment;

(e) the Participant acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any Options, as provided in Section 8.2 of the Plan;

(f) this Option Agreement constitutes a legal, valid and binding obligation of the Participant, enforceable against him or her in accordance with its terms; and

(g) the execution and delivery of this Option Agreement and the performance of the obligations of the Participant hereunder will not result in the creation or imposition of any lien, charge or encumbrance upon the Shares.

The Participant acknowledges that the Corporation is relying upon such representations and warranties in granting the Options and issuing any Shares upon exercise thereof.

7. The Participant: (a) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this Option Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Option Agreement, and (c) hereby accepts these Options subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Option Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Option Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement.

8. This Option Agreement and the terms of the Plan incorporated herein (with the Exercise Notice, if the Option is exercised) constitutes the entire agreement of the Corporation and the Participant (collectively, the "**Parties**") with respect to the Options and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not

be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Option Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this Option Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

9. In accordance with Section 8.3(5) of the Plan, if the Options and the underlying Shares are not registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or any state securities laws, the Options may not be exercised in the "United States" or by "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to Option holders in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF the Corporation and the Participant have executed this Option Agreement as of _____, 20__.

ENABLENCE TECHNOLOGIES INC.

Per: _____
Authorized Signatory

EXECUTED by ● in the presence of:

_____
Signature

_____
Print Name

_____
Address

_____

_____
Occupation

_____
[NAME OF PARTICIPANT]

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Corporation within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your Options.

EXHIBIT "B"
TO OMNIBUS EQUITY INCENTIVE PLAN OF ENABLENCE TECHNOLOGIES INC.

FORM OF OPTION EXERCISE NOTICE

TO: ENABLENCE TECHNOLOGIES INC.

This Exercise Notice is made in reference to the Omnibus Equity Incentive Plan (the "**Plan**") of Enablence Technologies Inc. (the "**Corporation**").

The undersigned (the "**Participant**") holds options ("**Options**") under the Plan to purchase ● common shares of the Corporation (each, a "**Share**") at a price per Share of CAD$● (the "**Option Price**") pursuant to the terms and conditions set out in that certain option agreement between the Participant and the Corporation dated ● (the "**Option Agreement**"). The Participant confirms the representations and warranties contained in the Option Agreement.

The Participant hereby:

□	irrevocably gives notice of the exercise of _____ Options held by the Participant pursuant to the Option Agreement at the Option Price, for an aggregate exercise price of CAD$_____ (the "**Aggregate Option Price**"), on the terms specified in the Option Agreement and encloses herewith a certified cheque payable to the Corporation or evidence of wire transfer to the Corporation in full satisfaction of the Aggregate Option Price. The Participant acknowledges and agrees that: (i) in addition to the Aggregate Option Price, the Corporation may require the Participant to also provide the Corporation with a certified cheque or evidence of wire transfer equal to the amount of any applicable withholding taxes associated with the exercise of such Options, before the Corporation will issue any Shares to the Participant in settlement of the Options; and (ii) the Corporation shall have the sole discretion to determine the amount of any applicable withholding taxes associated with the exercise of such Options, and shall inform the Participant of such amount as soon as reasonably practicable upon receipt of this completed Exercise Notice.

Registration:

The Shares issued pursuant to this Exercise Notice are to be registered in the name of the undersigned and are to be delivered, as directed below:

Name: _____

Address: _____

_____ _____

Date Name of Participant

_____

Signature of Participant

EXHIBIT "C"
TO OMNIBUS EQUITY INCENTIVE PLAN OF ENABLENCE TEHCNOLOGIES INC.

FORM OF SHARE UNIT AGREEMENT

This Share Unit Agreement is entered into between Enablence Technologies Inc. (the "**Corporation**") and the Participant named below, pursuant to the Corporation's Omnibus Equity Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. _____ (the "**Grant Date**"),

2. _____ (the "**Participant**")

3. was granted _____ Share Units ("**Share Units**"), in accordance with the terms of the Plan, which Share Units will vest as follows:

Number of Share Units	Time Vesting Conditions	Performance Vesting Conditions
_____	_____	_____
_____	_____	_____
_____	_____	_____

all on the terms and subject to the conditions set out in the Plan.

4. Subject to the terms and conditions of the Plan, the performance period for any performance-based Share Units granted hereunder commences on the Grant Date and ends at the close of business on ● (the "**Performance Period**"), while the restriction period for any time-based Share Units granted hereunder commences on the Grant Date and ends at the close of business on ● (the "**Restriction Period**"). Subject to the terms and conditions of the Plan, Share Units will be redeemed and settled fifteen days after the applicable Vesting Date, all in accordance with the terms of the Plan.

5. By signing this Share Unit Agreement, the Participant:

   (a) acknowledges that he or she has read and understands the Plan and agrees with the terms and conditions thereof, which terms and conditions shall be deemed to be incorporated into and form part of this Share Unit Agreement (subject to any specific variations contained in this Share Unit Agreement);

   (b) acknowledges that, subject to the vesting and other conditions and provisions in this Share Unit Agreement, each Share Unit awarded to the Participant shall entitle the Participant to receive on settlement an aggregate cash payment equal to the Market Value of a Share or, at the election of the Corporation and in its sole discretion, one Share of the Corporation. For greater certainty, no Participant shall have any right to demand to be paid in, or receive, Shares in respect of any Share Unit, and, notwithstanding any discretion exercised by the Corporation to settle any Share Unit, or portion thereof, in the form of Shares, the Corporation reserves the right to change such form of payment at any time until payment is actually made;

(c) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the vesting and redemption of any Share Unit, as determined by the Corporation in its sole discretion;

(d) agrees that a Share Unit does not carry any voting rights;

(e) acknowledges that the value of the Share Units granted herein is denominated in Canadian dollars (CAD$), and such value is not guaranteed; and

(f) recognizes that, at the sole discretion of the Corporation, the Plan can be administered by a designee of the Corporation by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Corporation.

6. The Participant: (a) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this Share Unit Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Share Unit Agreement, and (c) hereby accepts these Share Units subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Share Unit Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Share Unit Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this Share Unit Agreement.

7. This Share Unit Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Corporation and the Participant (collectively, the "**Parties**") with respect to the Share Units and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Share Unit Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this Share Unit Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

8. In accordance with Section 8.3(5) of the Plan, unless the Shares that may be issued upon the settlement of vested Share Units granted pursuant to this Share Unit Agreement are registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and any applicable state securities laws, such Shares may not be issued in the "United States" or to "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to a Participant in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF the Corporation and the Participant have executed this Share Unit Agreement as of _____, 20__.

ENABLENCE TECHNOLOGIES INC.

Per: _____
Authorized Signatory

EXECUTED by ● in the presence of:

_____
Signature

_____
Print Name

_____
Address

_____

_____
Occupation

_____
[NAME OF PARTICIPANT]

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Corporation within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your Share Units.

EXHIBIT "D"
TO OMNIBUS EQUITY INCENTIVE PLAN OF ENABLENCE TECHNOLOGIES INC.

FORM OF DSU AGREEMENT

This DSU Agreement is entered into between Enablence Technologies Inc. (the "**Corporation**") and the Participant named below, pursuant to the Corporation's Omnibus Equity Incentive Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that on:

1. _____ (the "**Grant Date**"),

2. _____ (the "**Participant**")

3. was granted _____ deferred share units ("**DSUs**"), in accordance with the terms of the Plan.

4. The DSUs subject to this DSU Agreement [are fully vested] [will become vested as follows: _____].

5. Subject to the terms of the Plan, the settlement of the DSUs, in cash (or, at the election of the Corporation, in Shares or a combination of cash and Shares), shall be payable to you, net of any applicable withholding taxes in accordance with the Plan, not later than December 15th of the first (1st) calendar year commencing immediately after the Termination Date, provided that if you are a U.S. Taxpayer, the settlement will be as soon as administratively feasible following your Separation from Service. If the Participant is both a U.S. Taxpayer and a Canadian Participant, the settlement of the DSUs will be subject to the provisions of Section 5.4(1) of the Plan.

6. By signing this agreement, the Participant:

   (a) acknowledges that he or she has read and understands the Plan and agrees with the terms and conditions thereof, which terms and conditions shall be deemed to be incorporated into and form part of this DSU Agreement (subject to any specific variations contained in this DSU Agreement);

   (b) acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the vesting and redemption of any DSU, as determined by the Corporation in its sole discretion;

   (c) agrees that a DSU does not carry any voting rights;

   (d) acknowledges that the value of the DSUs granted herein is denominated in Canadian dollars (CAD$), and such value is not guaranteed; and

   (e) recognizes that, at the sole discretion of the Corporation, the Plan can be administered by a designee of the Corporation by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Corporation.

7. The Participant: (a) acknowledges and represents that the Participant fully understands and agrees to be bound by the terms and provisions of this DSU Agreement and the Plan; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this DSU Agreement, and (c) hereby accepts these DSUs subject to all of the terms

and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this DSU Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this DSU Agreement and the Plan, and has had an opportunity to obtain the advice of counsel prior to executing this DSU Agreement.

8. This DSU Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Corporation and the Participant (collectively, the "**Parties**") with respect to the DSUs and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This DSU Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this DSU Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

9. In accordance with Section 8.3(5) of the Plan, unless the Shares that may be issued upon the settlement of the DSUs are registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and any applicable state securities laws, such Shares may not be issued in the "United States" or to "U.S. Persons" (each as defined in Rule 902 of Regulation S under the U.S. Securities Act) unless an exemption from the registration requirements of the U.S. Securities Act is available. Any Shares issued to a Participant in the United States that have not been registered under the U.S. Securities Act will be deemed "restricted securities" (as defined in Rule 144(a)(3) of the U.S. Securities Act) and bear a restrictive legend to such effect.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF the Corporation and the Participant have executed this DSU Agreement as of _____, 20__.

ENABLENCE TECHNOLOGIES INC.

Per: _____
Authorized Signatory

EXECUTED by ● in the presence of:)
)
)
_____)
Signature)
)
)
_____)
Print Name)
)
)
_____)
Address)
_____)
)
)
_____)
Occupation)

_____
[NAME OF PARTICIPANT]

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Corporation within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your DSUs.

SCHEDULE "B"

FAIRNESS OPINION

See attached.

PRIVATE & CONFIDENTIAL

September 21, 2021

The Board of Enablence Technologies Inc. ("**Board**")
c/o Mr. Derek Burney, Chairman of the Board
Enablence Technologies Inc.
390 March Road Suite 119
Ottawa, ON K2K 0G7

Re: Fairness opinion on the proposed transaction between Enablence Technologies Inc. ("Enablence", the "Company", or the "Corporation") and the debtholders of Enablence Technologies Inc.

To the Board

Farber Corporate Finance Inc. (herein after referred to as "**Farber**") understands that as of September 21, 2021, the Company entered into debt settlement agreements ("**Debtholder Settlement Package**") with 95% of its creditors pursuant to a capital reorganization of the Corporation involving shares-for-debt settlements, a shares-for-services settlement, a share consolidation and concurrent private placement, as more particularly described the Company's Debtholder Settlement Package and accompanying documents (the "**Recapitalization**"). It is a condition precedent for the completion of the Recapitalization that all major creditors of the Corporation holding an aggregate of C$33,306,903.57 in debt and certain additional debtholders of the Corporation holding an aggregate of C$10,046,804.13 in debt, participate in the shares-for-debt settlement to convert 100% of their debt. For greater certainty, the loan from Export Development Canada as acquired by Vortex ENA LP on August 20, 2021 will remain outstanding following the Recapitalization. An indicative term sheet describing the Recapitalization is attached to the Debtholder Settlement Package as Appendix 1. All dollar amounts herein are expressed in Canadian dollars, except as otherwise indicated. References to "C$" are to Canadian dollars.

The Corporation is pursuing the Recapitalization to improve the financial condition of the Corporation, to avoid the need to enter a Companies' Creditors Arrangement Act (CCAA) restructuring process, and to provide existing securityholders with an opportunity to participate in, and shape, the future of Enablence. In addition, the Corporation expects the Recapitalization to improve the liquidity of its listed common shares and in combination with the future growth prospects of Corporation, to enhance the Corporation's ability to finance its on-going and future operations.

The Recapitalization will involve, among other things, the extinguishment of certain outstanding debts of the Corporation in exchange for securities of the Corporation. The Recapitalization is available in three options to Participating Debtholders, as further detailed below. The default option for each Participating Debtholder will be Option 1, unless such participating Debtholder specifically indicates otherwise on page 2 of the Debtholder Settlement Package.

Option 1: All Debt Settled in Shares (the "All Shares Settlement Option"):

A Participating Debtholder can elect for their debt to be settled in exchange for common shares of the Corporation ("**Shares**"), in full. In such case, the Recapitalization would be on the basis of:

- Convertible Debentures: one Share for each C$0.025 of principal and interest (accrued and default) owing to such Participating Debtholder by the Corporation;

- Bridge Loans: one Share for each C$0.025 of principal and interest (accrued) owing to such Participating Debtholder by the Corporation; and

- Other Debt: one Share for each C$0.025 of principal owing to such Participating Debtholder by the Corporation,

all in full and final settlement of the claims by such Participating Debtholder and the cancellation of such related debt documents.

Option 2: All Debt Settled in Units (the "Unit Settlement Option"):

A Participating Debtholder can elect for their debt to be settled at a 20% discount to the full amount owed in exchange for Shares plus 1/5 of a common share purchase warrants (each whole warrant, a "**Warrant**"). Each whole Warrant will entitle the holder thereof to purchase one Share at a 20% premium to C$0.025 (the "**Recapitalization Price**").

- Convertible Debentures: 0.8 Share for each C$0.025 of principal and interest (accrued and default) owing to such Participating Debtholder by the Corporation, plus 1/5 of the number of Shares issued in Warrants;

- Bridge Loans: 0.8 Share for each C$0.025 of principal and interest (accrued) owing to such Participating Debtholder by the Corporation, plus 1/5 of the number of Shares issued in Warrants; and

- Other Debt: 0.8 Share for each C$0.025 of principal owing to such Participating Debtholder by the Corporation, plus 1/5 of the number of Shares issued in Warrants,

all in full and final settlement of the claims by such Participating Debtholder and the cancellation of such related debt documents.

In compliance with TSX Venture Exchange rules, the Unit Settlement Option is not available to any "**Non-Arm's Length Party**" of the Corporation. A "**Non-Arm's Length Party**" includes:

- a Promoter, officer, director, other Insider or Control Person of the Corporation and any Associates or Affiliates of any such Persons; or

- another entity or Affiliate of that entity, if that entity or Affiliate have the same Promoter, officer, director, Insider or Control Person as the Corporation.

If the Participating Debtholder elects to settle their debt through Option 2, the process for applying the 20% discount shall be as follows:

- The principal, interest and fees owing to the Participating Debtholder shall be aggregated into a total amount of principal ("**Total Principal")** and a total amount of accrued interest, penalties or additional charges ("**Total Interest**"), the combination of which shall be a total pool ("**Total Pool**")

- The 20% discount shall be applied against the Total Pool in the following order:
    - First to the Total Interest, and
    - Second any remaining discount to the Total Principal.

Option 3: Combination of Option 1 and 2 (the "Combined Settlement Option"):

A Participating Debtholder may elect to settle their debt in any combination of Option 1 and/or Option 2 (the "**Combined Settlement Option**").

In compliance with TSX Venture Exchange rules, the Combined Settlement Option is also not available to any Non-Arm's Length Party.

If the Participating Debtholder elects to settle their debt through Option 3, the process for applying the 20% discount shall be as follows:

- The principal, interest and fees owing to the Participating Debtholder for which the Participating Debtholder is electing Option 2 shall be aggregated into the Total Principal and Total Interest, the combination of which shall be the Total Pool.

- The 20% discount shall be applied against the Total Pool in the following order:
    - First to the Total Interest, and
    - Second any remaining discount to the Total Principal.

Farber understands that the Board has entered into a lock-up agreement ("**Lock-Up Agreement**") in support of its Recapitalization with holders of 117,067,761 Shares (18.2% of Enablence's outstanding Shares) (the "**Locked-Up Shareholders**") pursuant to which, among other things, the Locked-Up Shareholders have agreed to support the Recapitalization and not take any action of any kind that would or could reduce the likelihood of, or interfere with, the completion of the Recapitalization.

Farber has been engaged by the Board to provide its opinion as to the fairness of the Recapitalization ("**Fairness Opinion**"), from a financial point of view, to the shareholders of Enablence ("**Enablence Shareholders**"). Farber has not prepared a formal valuation of Enablence or any of its assets or liabilities, including contingent liabilities that may arise under the Recapitalization and this Fairness Opinion should not be construed as such.

Farber understands that the terms of the Recapitalization will be more fully described in the Recapitalization circular to be prepared by the Company and the directors' circular ("**Circular**") to be prepared by Enablence, each of which will be mailed to Enablence Shareholders in connection with the Recapitalization.

ENGAGEMENT OF FARBER

Farber was formally engaged by the Board pursuant to an engagement agreement (the "**Engagement Agreement**") dated August 10, 2021 to provide the Board with its opinion as to the fairness, from a financial point of view, of the Recapitalization to Enablence Shareholders, and to prepare and deliver this Fairness Opinion. The terms of the Engagement Agreement provide that Farber is to be paid a fee for the Fairness Opinion. In addition, Farber is to be reimbursed for its reasonable out-of-pocket expenses and to be indemnified by the Company in respect of certain liabilities which may be incurred by Farber in connection with the provision of its services. No part of Farber's fee is contingent upon the conclusions reached in the Fairness Opinion or on the successful completion of the Transaction. Subject to the terms of the Engagement Agreement, Farber consents to the inclusion of the Fairness Opinion in the Circular to be mailed to the Enablence Shareholders.

CREDENTIALS OF FARBER

Farber is a Canadian investment banking firm that provides investment banking services in the areas of business and securities valuations, financial opinions, corporate finance, and acquisitions, divestitures and mergers of middle-market companies. Farber has experience in transactions involving valuations and fairness opinions of private and publicly traded companies.

The Fairness Opinion represents the opinion of Farber and its form and content have been approved by senior investment banking professionals of Farber, each of whom is experienced in merger, acquisition, divestiture, valuation and fairness opinion matters.

INDEPENDENCE OF FARBER

Farber is not an insider, associate or affiliate (as such terms are defined in the *Securities Act* (Ontario)) of the Company or any of their associates or affiliates (collectively the "**Interested Parties**"). Except for providing the Fairness Opinion, neither Farber nor any of its associates or affiliates is an advisor of the Interested Parties in respect of the Recapitalization.

Farber does not have any agreements, commitments or understandings in respect of any future business involving any of the Interested Parties. However, Farber may, from time to time in the future, seek or be provided with assignments from one or more of the Interested Parties.

SCOPE OF REVIEW

In connection with the Fairness Opinion, Farber has reviewed and relied upon, among other things, the following:

Market data:

- Capital IQ database – all market data has been retrieved as of August 20, 2021 (the last trading day prior to the Recapitalization announcement date)

Industry and economic analysis:

- General industry and economic information obtained from other sources considered reliable and necessary in the circumstances

As it relates to Enablence:

Financial

- Internally prepared forecast for fiscal years ending June 30, 2022-2025

- Audited financials for fiscal years ended June 30, 2018-2020
- Internally prepared financials for fiscal year ended June 30, 2021
- Enablence draft fairness opinion presentation prepared by Farber dated June 3, 2020
- Internally prepared Board Update Materials for the transaction dated August 19, 2021
- Internally prepared Recapitalization Summary

Legal

- Form of Debtholder Settlement Package dated August 21, 2021

General

- *Discussions with Craig Mode, Co-CEO and CFO of Enablence*

Farber's review consisted primarily of inquiry, review, analysis, and discussion of this information. As well, Farber has referred to and made use of limited general industry and economic information it has obtained from other sources as considered reliable and necessary in the circumstances. Farber has not, to the best of its knowledge, been denied access by the Company to any information requested by Farber.

PRIOR VALUATIONS

Senior management ("**Management**") has represented to Farber that, among other things, they have no knowledge of any independent appraisals or prior valuations (as defined by Multilateral Instrument 61-101) of all or a material part of the properties, assets owned by, or the securities of Enablence in the preceding 24 months and in the possession or control of Enablence or, in the case of valuations or independent appraisals known to Enablence which they do not have within their possession or control, notice of which has not been given to Farber.

ASSUMPTIONS AND LIMITATIONS

The Fairness Opinion has been prepared for the Board of Enablence, and except as explicitly permitted herein, is not to be used for any purpose other than stated herein and is not intended for general circulation, nor is it to be published or made available to other parties in whole or in part without Farber's prior written consent. Farber does not assume any responsibility for losses resulting from the unauthorized or improper use of the Fairness Opinion. Subject to the terms of the Engagement Agreement, Farber consents to the inclusion of the Fairness Opinion in the Circular, with a summary thereof, in a form acceptable to Farber, to be mailed by the Company to Enablence Shareholders and to the filing thereof by the Company with the applicable Canadian securities regulatory authorities.

Management has been requested to bring to Farber's attention any matters that would be significant to the Fairness Opinion, in addition to those matters discussed herein.

The financial statements and other information provided by the Company or its representatives have been accepted, without further verification, as correctly reflecting the Company's business conditions and operating results for the respective periods, except as noted herein. The Fairness Opinion is based on the assumption that no material changes have taken place in the Company's business, operations, asset positions or prospects that have not been brought to Farber's attention since the date of the financial information utilized by Farber.

In preparing the Fairness Opinion, Farber has made several assumptions, including that all final versions of all agreements and documents to be executed and delivered in respect of or in connection with the Recapitalization will not differ in any material respect from the drafts provided to Farber, that all of the

conditions required to complete the Recapitalization will be met, that the procedures being followed to implement the Recapitalization are valid and effective, that all required documents will be distributed to the Enablence Shareholders in accordance with all applicable laws and that all forms of consideration, both direct and indirect, to be received, or that have already been received, by the Enablence Shareholders in connection with the Recapitalization have been disclosed to Farber.

Management has represented to Farber in a certificate dated August 10, 2021, among other things, that (i) the information, data, opinions and other materials (collectively, the "**Information**") provided to Farber by the Company for the purposes of preparing the Fairness Opinion were complete and correct at the date the Information was provided to Farber; (ii) did not contain any untrue statement of a material fact in respect of Enablence or the Recapitalization; (iii) did not omit to state a material fact in respect of Enablence or the Recapitalization necessary to make the Information not misleading in light of the circumstances under which the Information was provided; (iv) since the date that the Information was provided to Farber, there has been no material change, financial or otherwise, in Enablence's business that has not been disclosed to Farber and there has been no change of any material fact which is of a nature as to render the Information untrue or misleading in any material respect; (v) since the date of the Information, no material transactions have been entered into by Enablence, except in the normal course of business, or publicly disclosed; (vi) other than as disclosed in the Information, Enablence does not have any material contingent liabilities out of the ordinary course of business; (vii) other than as disclosed in the Information, there are no actions, suits, proceedings or inquiries, pending or threatened, against or affecting Enablence, or any of their respective assets at law or in equity or before or by any federal, provincial, municipal, or other government department, commission, board, bureau, agency or instrumentality which may in any way materially affect Enablence; (viii) there are no prior valuations as defined by the Multilateral Instrument 61-101 in the possession of Enablence and relating to Enablence prepared within the two years preceding the date hereof which have not been disclosed to Farber; (ix) there have been no offers or negotiations for the purchase of Enablence or for the purchase of all or a material part of Enablence within the two years preceding the date hereof which have not been disclosed to Farber; and (x) all information, financial material, documentation, projections, forecasts and other data concerning Enablence provided to Farber by Enablence was, based on data available to the Company at such time, reasonable and reflected the assumptions disclosed therein (which assumptions Management believed to be reasonable in the circumstances) and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make such information, financial material, documentation, forecasts or data, not misleading in light of the circumstances in which such information, financial material, documentation or other data was provided to Farber.

Farber is not commenting on, nor is Farber in a position to comment on, the likely trading price or marketability of the Common Shares on the public markets.

Farber has not independently verified the accuracy and completeness of the Information supplied to Farber with respect to Enablence and does not assume any responsibility with respect to it. Farber has not made any physical inspection or independent appraisal of any of the properties or assets of the Company.

The Fairness Opinion is rendered as of the date hereof on the basis of securities markets, economic and general business and financial conditions prevailing and the condition and prospects, financial and otherwise, of the Company as they were reflected in the Information and documents reviewed by Farber and as they were represented to Farber in discussions with Management. Public information and industry and statistical information are from sources Farber considers to be reliable. Farber has relied upon the completeness, accuracy and fair presentation of all such information without further verification.

No opinion, counsel or interpretation is intended in matters that require legal or other appropriate professional advice. It is assumed that such opinions, counsel or interpretations have been or will be obtained from the appropriate professional sources.

Farber disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Fairness Opinion which may come or be brought to Farber's attention after the date hereof. In

addition, if there is any material change in any fact or matter after the date hereof that affects the Fairness Opinion, Farber reserves the right to change, modify or withdraw the Fairness Opinion without notice.

APPROACH TO FAIRNESS

The assessment of fairness from a financial point of view must be determined in the context of a particular transaction. Farber has based its opinion on methods and techniques that it considered appropriate in the circumstances and considered a number of factors in its review of the Recapitalization, including a discounted cash flow analysis, comparable company analysis and comparable transaction analysis. The preparation of a fairness opinion is a complex process and is not necessarily amenable to partial analysis or summary description. Farber believes that its analyses must be considered as a whole and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together, could create an incomplete view of the process underlying the Fairness Opinion. The Fairness Opinion should be read in its entirety.

CONCLUSION

Based upon, and subject to, the foregoing and such other matters as Farber considered relevant, Farber is of the opinion that, as of the date hereof, the Recapitalization is fair, from a financial point of view, to Enablence Shareholders.

Sincerely,

FARBER CORPORATE FINANCE INC.

SCHEDULE "C"

AMENDED AND RESTATED AUDIT COMMITTEE CHARTER

(adopted by the Board of Directors on July 24, 2009; amended and confirmed November 4, 2015)

Mandate

The primary function of the Audit Committee is to assist the Board of Directors in fulfilling its financial oversight responsibilities to the Company's shareholders, the investment community and others regarding the:

(a) Company's financial statements, MD&A's and financial press releases;

(b) Financial reporting process and systems of internal accounting and financial controls; and

(c) Identification, assessment and programs to manage risk.

In doing so, the Audit Committee is responsible for maintaining a clear and open communications channel with the external auditors and Company management.

Subject to the determination of the Board from time to time, the Audit Committee is to review the:

(a) Recommendation to shareholders regarding the appointment of the Auditors;

(b) Scope and compensation of the Auditors;

(c) Company's financial policies and procedures; and

(d) Legal and environmental compliance programs.

The Audit Committee is responsible for providing meaningful and effective oversight and counsel to management without assuming responsibility for management's day-to-day responsibilities.

Management is responsible for the reliable preparation, presentation and integrity of the financial statements and other financial information of the Company. They are responsible for defining, implementing and maintaining appropriate accounting and financial reporting principles and policies, as well as internal controls and procedures that provide compliance with accounting standards and applicable laws and regulations. Management is responsible for maintaining a system of internal controls to provide reasonable assurance that assets are safeguarded and that transactions are authorized, executed, recorded and reported properly.

Composition

The Committee will consist of at least three members of the Board of Directors. The Board of Directors will appoint the Committee members and the Chair of the Committee. In selecting members and the Chair, the Board of Directors will take into consideration those directors who bring background skills and experience relevant to financial statement review and analysis.

A majority of the members of the Committee will not be officers or employees and all members of the Committee will be financially literate.

Meetings

The Committee meets at least four times annually, or more frequently as circumstances dictate. As part of its job to foster open communication, as circumstances dictate and as determined by the Committee from time to time, when the auditors are present, the Committee shall have a portion of the meeting meet separately with the auditors without management present and with management without the auditors present. A quorum for meetings of the Audit Committee shall be at least 50% of the members of the committee.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee:

Documents/Reports Reviews

1. Reviews and updates its Mandate annually for approval by the Board.

2. Reviews the Company's annual and interim financial statements, MD&A and financial press releases before the Company publicly discloses this information, as well as any reports containing financial information which are submitted to any governmental body, or to the public, including prospectuses and any certification, report, opinion or review rendered by the external auditors.

External Auditors

The Audit Committee has the direct responsibility for the oversight of the external auditors and their compensation for audit and any non-audit services. In discharging this responsibility, the Audit Committee shall:

1. Review annually the performance, experience, qualifications and independence of the external auditors.

2. Recommend to the Board on the selection and, where applicable, the replacement of the external auditors nominated annually for shareholders' approval.

3. At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.

4. Review and approve the audit plan, services and fees.

5. Resolve any disagreements between management and the external auditors regarding financial reporting.

6. Inform the external auditors and management that the auditors shall have direct access to the Audit Committee at all times, as well as the Committee having direct access to the auditors at all times.

7. Instruct the auditors that they are ultimately accountable to the Audit Committee and are required to report directly to the Committee.

8. Review all management letters from the external auditors together with management's responses thereto and action plans to resolve any significant issues.

9. Review and pre-approve all non-audit services provided by the Company's external auditors, together with the fees for such services, in accordance with the policy for such services.

Financial Reporting Processes

1. In consultation with the external auditors, review with management the integrity of the Corporation's financial reporting process and controls.

2. Consider the external auditor's judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

3. Consider and approve, if appropriate, changes to the Company's accounting principles and practices as recommended by the external auditors and/or management.

4. Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.

5. Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

6. Review and resolve any significant disagreements between management and the external auditors in connection with the preparation of the financial statements.

7. Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.

8. Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.

9. Review the officer certification process.

Other

1. Review the Company's Annual Information Form in respect of disclosure required by Form 52-110F1 and F2.

2. Review incidents or alleged incidents of fraud, illegal acts and conflicts of interest.

3. Discuss with management and the auditors any correspondence from or with regulators or governmental agencies.

4. Review any related party transactions as defined in the *Securities Act* (Ontario).

5. The Audit Committee may, at its own discretion or at the request of the Board, investigate such other matters as are considered necessary or appropriate in carrying out its mandate and in such matters shall have the authority to retain such counsel, experts or other advisors, financial or otherwise, as it deems necessary or appropriate, and set out and commit the Company to pay the compensation for such advisors.