

AURUM LAKE MINING CORPORATION

OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN

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**AURUM LAKE MINING CORPORATION
OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN**

Aurum Lake Mining Corporation (the “**Corporation**”) hereby establishes an Omnibus Equity Incentive Compensation Plan for certain eligible directors, officers, employees and Consultants (as defined herein) providing ongoing services to the Corporation and any Subsidiary (as defined herein).

**ARTICLE 1
DEFINITIONS**

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:

“**Awards**” means Options, PSUs and RSUs granted to a Participant pursuant to the terms of the Plan;

“**Black-Out Period**” means a period of time when pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons designated by the Corporation;

“**Board**” means the Board of Directors of the Corporation;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday, that is a Trading Day and a day when banks are generally open for business in Toronto, Ontario, Canada, for the transaction of banking business;

“**Cash Equivalent**” means (i) with respect to PSUs, the amount of money equal to the Market Value multiplied by the number of vested PSUs in the Participant’s Account, net of any applicable withholdings made in accordance with Section 8.2, on the applicable PSU Settlement Date, and (ii) with respect to RSUs, the amount of money equal to the Market Value multiplied by the number of vested RSUs in the Participant’s Account, net of any applicable withholdings made in accordance with Section 8.2, on the applicable RSU Settlement Date;

“**Change of Control**” shall mean (i) the sale of all or substantially all of the assets of the Corporation on a consolidated basis, in one transaction or a series of related transactions, to a Person that is not a Subsidiary, (ii) a merger, reorganization, acquisition or consolidation pursuant to which a Person, or any associate or affiliated corporation of such Person hereafter 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, (iii) a transaction pursuant to which the Corporation goes out of existence, (iv) the dissolution or liquidation of the Corporation except in connection with the distribution of assets of the Corporation to one or more Subsidiaries prior to such event; or (v) the occurrence of a transaction requiring approval of the Corporation’s shareholders involving the acquisition of the Corporation by an entity through purchase of assets, by amalgamation, arrangement or otherwise;

“**Code**” means the United States Internal Revenue Code of 1986, as amended;

“**Common Shares**” means common shares in the capital of the Corporation;

“**Consultant**” has the meaning ascribed thereto in Policy 4.4 of the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**Discounted Market Price**” has the meaning ascribed thereto in Policy 1.1 of the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**Disability**” means the circumstance whereby the Participant is permanently or substantially incapacitated so as to be prevented from properly and continuously performing in full his/her duties to the Corporation for a substantially continuous period of four months or more or for a cumulative six-month period in any consecutive 12-month period;

“**Eligible Participants**” has the meaning ascribed thereto in Section 2.3.1;

“**Employment Agreement**” means, with respect to any Participant, any written agreement regarding a Participant’s employment or engagement with the Corporation or a Subsidiary and that is between the Corporation or a Subsidiary and such Participant;

“**Exchange**” means the TSXV or, if the Common Shares are not listed on the TSXV, the stock exchange on which the Common Shares are then principally listed from time to time;

“**Exchange Hold Period**” has the meaning ascribed thereto in Policy 1.1 of the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**Exercise Notice**” means a notice in writing signed by a Participant and stating the Participant’s intention to exercise a particular Award, if applicable;

“**Grant Agreement**” means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, a PSU Agreement and a RSU Agreement;

“**Insider**” has the meaning ascribed thereto in Policy 1.1 the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**Investor Relations Activities**” has the meaning ascribed thereto in the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**Investor Relations Service Provider**” has the meaning ascribed thereto in Policy 4.4 of the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**Issued Shares**” means the total number of Common Shares that are issued and outstanding;

“**Market Price**” has the meaning ascribed thereto in Policy 1.1 of the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**Market Value**” means, (A) if the Common Shares of the Corporation are listed on an Exchange, (i) with respect to Options, at any date when the market value of Common Shares of the Corporation is to be determined, the closing price of the Common Shares on the Trading Day

prior to such date on the Exchange less any discount permitted by the rules or policies of the Exchange and approved by the Board, provided that after giving effect to such discount, the Market Value shall not be lower than the Discounted Market Price, and no such discount will be permitted with respect to Options awarded to U.S. Participants, and (ii) with respect to Units, the volume weighted average trading price of the Common Shares on the Exchange for the five trading days preceding the date on which the Market Value is to be determined less any discount permitted by the rules or policies of the Exchange and approved by the Board, provided that after giving effect to such discount, the Market Value shall not be lower than the Discounted Market Price, or, (B) if the Common Shares of the Corporation are not listed on any Exchange, the value as is determined solely by the Board, acting reasonably and in good faith;

“**Option**” means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Common Shares from treasury at the Option Price, but subject to the provisions hereof;

“**Option Agreement**” means a written letter agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, in such form as may be determined by the Board from time to time in accordance with Section 3.7;

“**Option Price**” has the meaning ascribed thereto in Section 3.2;

“**Option Term**” has the meaning ascribed thereto in Section 3.4;

“**Participants**” means Eligible Participants that are granted Awards under the Plan;

“**Participant’s Account**” means an account maintained for each Participant’s participation in PSUs and/or RSUs under the Plan;

“**Performance Criteria**” means criteria established by the Board which, without limitation, may include criteria based on the Participant’s personal performance and/or the financial performance of the Corporation and/or of its Subsidiaries, and that may be used to determine the vesting of the Awards, when applicable;

“**Performance Period**” means the period determined by the Board pursuant to Section 5.3.1;

“**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 Compensation Plan, as amended and/or restated from time to time;

“**Prior Plan**” means the Corporation’s previously established stock option plan which was initially adopted by the Company on January 11, 2022 which has been replaced by the Plan;

“**PSU**” means a performance share unit and has the meaning ascribed thereto in Policy 4.4 of the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**PSU Agreement**” means a written letter agreement between the Corporation and a Participant evidencing the grant of PSUs and the terms and conditions thereof, in such form as may be

determined by the Board from time to time in accordance with Section 4.7;

“**PSU Settlement Date**” has the meaning determined in Section 4.5.1(a);

“**PSU Vesting Determination Date**” has the meaning ascribed thereto in Section 4.4;

“**RSU**” means a restricted share unit and has the meaning ascribed thereto in Policy 4.4 of the TSXV Corporate Finance Manual, as same may be amended, supplemented or replaced from time to time;

“**RSU Agreement**” means a written letter agreement between the Corporation and a Participant evidencing the grant of RSUs and the terms and conditions thereof, in such form as may be determined by the Board from time to time in accordance with Section 5.5;

“**RSU Settlement Date**” has the meaning determined in Section 5.3.1(a);

“**RSU Vesting Date**” has the meaning ascribed thereto in Section 5.2.2;

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

“**Subsidiary**” has the meaning given to this term in the *Securities Act* (Ontario), as such legislation may be amended, supplemented or replaced from time to time;

“**Surrender**” has the meaning ascribed thereto in Section 3.6.2;

“**Surrender Notice**” has the meaning ascribed thereto in Section 3.6.2;

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time.

“**Termination Date**” means the date on which a Participant ceases to be an Eligible Participant;

“**Trading Day**” means any day on which the Exchange is opened for trading;

“**TSXV**” means the TSX Venture Exchange;

“**Unit**” means a RSU or a PSU;

“**Unit Restriction Period**” means, subject to Section 7.3.1, the applicable restriction period in respect of a particular PSU or RSU, which period shall end on the Business Day preceding December 31 of the calendar year which is three (3) years after the calendar year in which the PSU or RSU is granted, or such shorter period as may be determined by the Board at the time the PSU or RSU is granted;

“**Unit Settlement Notice**” means a notice by a Participant to the Corporation electing to settle vested Units;

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

“**U.S. Awardee**” means a Participant who is granted an Award pursuant to this Plan who is a “U.S. person” (within the meaning of Rule 902(k) of Regulation S under the U.S. Securities Act) or a person in the United States;

“**U.S. Participant**” means a Participant who is subject to income taxation under the Code with respect to his or her Awards under the Plan;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended and the rules and regulations promulgated thereunder; and

“**VWAP**” means the volume weighted average trading price of the listed shares on the Exchange calculated by dividing the total value by the total volume of such securities traded for the five (5) Trading Days immediately preceding the exercise of the subject Option.

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 purposes of securing for the Corporation and its shareholders the benefits of incentive interest in Common Share ownership by the Eligible Participants.

2.2 Implementation and Administration of the Plan

The Plan is under the direction of the Board..

- 2.2.1 The Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations for carrying out the provisions and purposes of the Plan, subject to any applicable rules of the Exchange. Subject to the provisions of the Plan, 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 of the Plan, as it may deem necessary or advisable. The interpretation, construction and application of the Plan and any provisions hereof made by the Board shall be final and binding on all Eligible Participants.
- 2.2.2 The Board may modify the terms and conditions of any Awards granted to Participants outside of Canada to comply with applicable foreign laws, and establish subplans and addendums and modify settlement procedures and other terms and procedures, to the extent the Board determines such actions to be necessary or advisable (and such subplans and addendums and/or modifications shall be attached to this Plan as addendums).
- 2.2.3 No member of the Board 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.

- 2.2.4 Any determination approved by a majority of the Board shall be deemed to be a determination of that matter by the Board.

2.3 Eligible Participants

- 2.3.1 The Persons who shall be eligible to receive Awards (“**Eligible Participants**”) shall be the directors, officers and employees of the Corporation or a Subsidiary, as well as Consultants providing ongoing services to the Corporation or its Subsidiaries, as determined by the Board from time to time, in its sole discretion. For greater certainty, a Person whose employment or engagement with the Corporation or a Subsidiary has ceased for any reason, or who has given notice or been given notice of such cessation, whether such cessation was initiated by such Person, the Corporation or such Subsidiary, as the case may be, shall cease to be eligible to receive Awards hereunder as of the date on which such Person provides notice to the Corporation or the Subsidiary, as the case may be, in writing or verbally, of such cessation, or on the Termination Date for any cessation of a Participant’s employment or engagement initiated by the Corporation or the Subsidiary.
- 2.3.2 Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant’s employment or engagement with the Corporation.
- 2.3.3 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 of employment by the Corporation or a Subsidiary to the Participant or the commencement, extension, continuation or modification of any engagement between the Corporation or a Subsidiary and the Participant.
- 2.3.4 A Participant shall have no rights as a shareholder of the Corporation with respect to any Common Shares underlying his or her Awards until he or she shall have become the holder of record of such Common Shares.
- 2.3.5 For Awards granted or issued to any Participant who is a director, officer, employee or Consultant of the Corporation, the Corporation and such Participant are responsible for ensuring that the Participant is a bona fide employee or Consultant of the Corporation, as the case may be.

2.4 Shares Subject to the Plan

- 2.4.1 Subject to adjustment pursuant to the provisions of Article 7, the securities that may be acquired by Participants under this Plan shall consist of authorized but unissued Common Shares.
- 2.4.2 The maximum number of Common Shares issuable at any time pursuant to outstanding Awards under this Plan (including the Options granted under the Prior Plan that are vested and unexercised and continued under this Plan pursuant to Section 2.4.6 hereof) shall be equal to the following:
- (a) in respect to grants of Options under this Plan, 10% of the total number of the Issued Shares as of the date of any Option grant; and

- (b) in respect to grants of RSUs and PSUs under this Plan, 2,238,250 Common Shares, representing 10% of the Issued Shares of the Corporation as at the date this Plan was approved by the Board.
- 2.4.3 No Award that can be settled in Common Shares issued from treasury may be granted if such grant would have the effect of causing the total number of Common Shares subject to such Award to exceed the above noted total numbers of Common Shares reserved for issuance pursuant to the settlement of Awards.
- 2.4.4 Common Shares of the Corporation that are covered by the Awards that have been granted pursuant the Plan shall not be available for subsequent Award grants under the Plan provided that:
 - (a) Common Shares of the Corporation covered by Options which have been exercised, and Options which expire or are forfeited, surrendered, cancelled or otherwise terminated or lapse for any reason, will be available for subsequent Option grants under the Plan; and
 - (b) Common Shares of the Corporation covered by Units which have been settled in cash, cancelled, terminated, surrendered, forfeited or expired without being exercised, and pursuant to which no Common Shares have been issued shall be available for subsequent Unit grants under the Plan.
- 2.4.5 Options granted pursuant to the Prior Plan shall continue in full force and effect in accordance with their existing terms under the Plan.

2.5 Granting of Awards

- 2.5.1 Any Award granted under 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 Common Shares subject to such Award, if applicable, upon any securities exchange (including the Exchange) or under any law or regulation of any jurisdiction, or the consent or approval of any securities exchange (including the Exchange) or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Common Shares thereunder, if applicable, such Award may not be accepted or exercised 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.
- 2.5.2 Any Award granted under the Plan shall be subject to the requirement that, the Corporation has the right to place any restriction or legend on any securities issued pursuant to this Plan including, but in no way limited to placing a legend to the effect that the securities have not been registered under the U.S. Securities Act and may not be offered or sold in the United States unless registration or an exemption from registration is available.
- 2.5.3 The Board shall not grant any Awards that may be denominated or settled in Common Shares to residents of the United States unless such Awards and the Common Shares issuable upon exercise or settlement thereof are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration

requirements of the U.S. Securities Act.

2.6 Limits with Respect to Awards, Insiders, Individual Limits and Annual Grant Limits

- 2.6.1 The maximum number of Awards issuable to Insiders under the Plan, when combined with all of the Corporation's other Security-Based Compensation Arrangements (if any):
- (a) within a 12-month period, cannot exceed ten percent (10%) of the Issued Shares at the date an Award is granted to any Insider; and
 - (b) cannot, at any point in time, exceed ten percent (10%) of the Issued Shares;
- unless the approval of the disinterested shareholders of the Corporation is obtained.
- 2.6.2 The maximum number of Common Shares that may be made issuable pursuant to Awards made to any Eligible Participant under the Plan together with any other Security-Based Compensation Arrangement in any 12-month period shall not exceed five percent (5%) of the Issued Shares calculated at the date of grant.
- 2.6.3 The aggregate number of Awards granted to any one Eligible Participant that is a Consultant of the Corporation in any 12-month period must not exceed two percent (2%) of the Issued Shares calculated at the date of grant.
- 2.6.4 Units may not be granted to Investor Relations Service Providers, provided that such Persons may receive Options under this Plan. The aggregate number of Options granted to all Investor Relations Service Providers must not exceed two percent (2%) of the Issued Shares in any 12-month period calculated at the date of grant (and including any Eligible Participant that performs Investor Relations Activities and/or whose role or duties primarily consist of Investor Relations Activities). Options granted to any Investor Relations Service Provider must vest in a period of not less than 12 months from the date of grant and with no more than twenty-five percent (25%) of the Options vesting in any three-month period notwithstanding any other provision of this Plan.
- 2.6.5 No Award (other than Options), may vest before the date that is one year following the date the Award is granted or issued, provided that this requirement may be accelerated for a Participant who dies or who ceases to be an eligible Participant under the provisions hereof in connection with a Change of Control, take-over bid, reverse take-over or other similar transaction.

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, for each Option issued, one Common Share from treasury at the Option Price, subject to the provisions hereof.

3.2 Option Awards

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, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) 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, (iii) determine the price per Common Share to be payable upon the exercise of each such Option (the “**Option Price**”) and the relevant vesting provisions (including Performance Criteria, if applicable) and Option Term, the whole subject to the terms and conditions prescribed in this Plan, in any Option Agreement and any applicable rules of the Exchange.

3.3 Option Price

The Option Price shall be fixed by the Board when such Option is granted, but shall not be less than the Market Value of the Common Shares on the trading day immediately preceding the date of the granting of the Option.

3.4 Option Term and Vesting

- 3.4.1 The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable (“**Option Term**”), commencing on the date such Option is granted to the Participant and ending as specified in this Plan, or in the Option Agreement, but in no event shall an Option expire on a date which is later than ten (10) years from the date the Option is granted. Unless otherwise determined by the Board, all unexercised Options shall be cancelled at the expiry of such Options.
- 3.4.2 Should the expiration date for an Option fall within a Black-Out Period, then such expiration date shall be automatically extended without any further act or formality to that date which is the tenth (10th) Business Day after the end of the Black-Out Period, such tenth (10th) Business Day to be considered the expiration date for such Option for all purposes under the Plan. Notwithstanding Section 7.2, the ten (10) Business Day-period referred to in this Section 3.4 may not be extended by the Board.
- 3.4.3 Unless otherwise specified by the Board at the time of any Option grant and except as otherwise provided in this Plan, Options granted under this Plan shall vest and be exercisable immediately upon grant.
- 3.4.4 Once a portion of an Option that has vested becomes exercisable in accordance with Section 3.5, it remains exercisable until expiration or termination of the Option, unless otherwise specified by the Board in connection with the grant of such Option.

3.5 Exercise of Options

- 3.5.1 Subject to the provisions of this Plan, a Participant shall be entitled to exercise an Option granted to such Participant at any time prior to the expiry of the Option Term, subject to vesting limitations which may be imposed by the Board at the time such Option is granted.
- 3.5.2 Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable as to all or such part or parts of the optioned Common Shares and 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, no Option shall be exercised by a Participant during a Black-Out Period.

- 3.5.3 An Option holder who is a U.S. Awardee may not exercise Options unless the Common Shares are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

3.6 Method of Exercise and Payment of Purchase Price

- 3.6.1 Subject to the provisions of the Plan and the alternative exercise procedures set out herein, an Option granted under the Plan may be exercisable (from time to time as provided in Section 3.5) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) in such manner as the Board may determine from time to time and in accordance with such rules and regulations as the Board may prescribe from time to time.
- 3.6.2 In addition, in lieu of exercising any vested Option in the manner described in this Section 3.6, and pursuant to the terms of this Section 3.6.2, a Participant (other than an Investor Relations Service Provider) may, subject to the approval of the Board, by surrendering an Option (“**Surrender**”) with a properly endorsed notice of Surrender to the Secretary of the Corporation, substantially in the form that may be approved by the Board from time to time (a “**Surrender Notice**”), elect to receive that number of Common Shares calculated using the following formula:

$$X = Y * (A-B) / A$$

Where:

X = the number of Common Shares to be issued to the Participant;

Y = the number of Common Shares underlying the Options to be Surrendered;

A = the VWAP of the Common Shares; and

B = the Option Price of such Options.

- 3.6.3 Where Common Shares are to be issued to the Participant pursuant to the terms of this Section 3.6, as soon as practicable following the receipt of the Exercise Notice and, if Options are exercised only in accordance with the terms of Section 3.6.1, the required bank draft, certified cheque or other acceptable form of payment, the Corporation shall duly issue such Common Shares to the Participant as fully paid and non-assessable.
- 3.6.4 Upon the exercise of an Option pursuant to Section 3.6.1 or Section 3.6.2, the Corporation shall, as soon as practicable after such exercise but no later than ten (10) Business Days following such exercise, forthwith cause the transfer agent and registrar of the Common Shares to either:
- (a) deliver to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Common Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice; or

- (b) in the case of Common Shares issued in uncertificated form, cause the issuance of the aggregate number of Common Shares the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice to 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 Common Shares.

3.7 Option Agreements

- 3.7.1 Options shall be evidenced by an Option Agreement or included in an Employment Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine, provided that the substance of Article 3 and Article 6 be included therein. 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 laws (including tax laws) in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.
- 3.7.2 U.S. Awardees will acknowledge and agree in the Option Agreement that (i) the Options may not be exercised in the United States unless exempt from the registration requirements under the U.S. Securities Act and any applicable state securities laws; (ii) the Common Shares have not been and will not be registered under the U.S. Securities Act, and the Common Shares will be issued by the Corporation in reliance upon an exemption from registration under the U.S. Securities Act; and (ii) any Common Shares issued to the U.S. Awardee upon exercise of the subject Options 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.

ARTICLE 4 PERFORMANCE SHARE UNITS

4.1 Nature of PSU

A PSU is an Award entitling the recipient to receive payment in Common Shares or Cash Equivalent once such Award is earned and has vested, subject to such restrictions and conditions as the Board may determine at the time of grant. Conditions shall be based upon the achievement of pre-established Performance Criteria over the Performance Period as well as continuing employment or engagement with the Corporation or a Subsidiary.

4.2 PSU Awards

- 4.2.1 Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive PSUs under the Plan, (ii) fix the number of PSUs, if any, to be granted to each Eligible Participant and the date or dates on which such PSUs shall be granted, and (iii) subject to Section 2.6.5, determine the relevant conditions and vesting provisions (including the applicable Performance Period and Performance Criteria) and Unit Restriction Period of such PSUs, the whole subject to the terms and conditions prescribed in this Plan and in any PSU Agreement.
- 4.2.2 Subject to the vesting and other conditions and provisions set forth herein and in the PSU

Agreement, the Board shall determine whether PSUs awarded to a Participant shall entitle the Participant: (i) to receive one (1) Common Share issued from treasury for each PSU awarded; (ii) to receive the Cash Equivalent of one (1) Common Share for each PSU awarded; or (iii) to receive a combination of Cash Equivalent and Common Shares.

4.2.3 PSUs of Participants who are not U.S. Participants shall be settled by the Participant at any time beginning on the first Business Day following their PSU Vesting Determination Date but no later than the last day of the Unit Restriction Period. PSUs of U.S. Participants will be settled by the Corporation on or before March 15th of the year immediately following the year in which the PSU Vesting Determination Date occurs and no later than the last day of the Unit Restriction Period, and the U.S. Participant shall have no ability to influence, directly or indirectly, the calendar year in which the PSUs will be settled. Unless otherwise determined by the Board, all unvested PSUs shall be cancelled on the PSU Vesting Determination Date and, in any event, no later than the last day of the Unit Restriction Period.

4.2.4 A PSU holder who is a U.S. Awardee may not settle their PSUs for Common Shares unless the Common Shares issuable upon settlement are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

4.3 Performance Criteria and Performance Period

4.3.1 For each award of PSUs, the Board shall establish the period in which any Performance Criteria and other vesting conditions must be met in order for a Participant to be entitled to receive Common Shares in exchange for all or a portion of the PSUs held by such Participant (the “**Performance Period**”), provided that such Performance Period may not expire after the last day of the Unit Restriction Period.

4.3.2 For each award of PSUs, the Board shall establish any Performance Criteria and other vesting conditions which must be met during the Performance Period (unless waived or otherwise deemed to be satisfied by the Board in its sole discretion) in order for a Participant to be entitled to receive Common Shares in exchange for his or her PSUs.

4.4 PSU Vesting Determination Date

The vesting determination date for PSUs (the “**PSU Vesting Determination Date**”) means the date on which the Board determines if the Performance Criteria and all other vesting conditions with respect to a PSU have been met or have been waived or deemed satisfied by the Board in the sole discretion, and as a result, establishes the number of PSUs that become vested, if any. For greater certainty, the PSUs Vesting Determination Date must fall after the end of the Performance Period (except in the case of the Board’s discretionary waiver of Performance Criteria and other vesting conditions), but no later than the last day of the Unit Restriction Period.

4.5 Settlement of PSUs

4.5.1 Except as otherwise provided in the PSU Agreement and subject to Section 7.3.1, in the event that the vesting conditions, the Performance Criteria and Performance Period of a PSU are satisfied:

(a) all of the vested PSUs covered by a particular grant to a Participant who is not a

U.S. Participant may, be settled at on any day (each such day being a “**PSU Settlement Date**”) beginning on the PSUs Vesting Determination Date and ending on or before the last day of the Unit Restriction Period by delivering a Unit Settlement Notice in respect of any or all vested PSUs held by such Participant. PSUs of a U.S. Participant will be settled by the Corporation on or before March 15th of the year immediately following the calendar year in which the PSU Vesting Determination Date occurred but no later than the last day of the Unit Restriction Period and the U.S. Participant shall have no ability to influence, directly or indirectly, the calendar year in which the PSUs will be settled; and

- (b) any vested PSU of a Participant who is not a U.S. Participant for which no Unit Settlement Notice has been delivered prior to the last day of the Unit Restriction Period shall be automatically settled on the last day of the Unit Restriction Period.

4.5.2 Subject to Section 7.3.1, settlement of PSUs shall take place promptly following the PSU Settlement Date and, for greater certainty, before the last day of the Unit Restriction Period, and with respect to U.S. Participants on or before March 15th of the year immediately following the year in which the PSU Vesting Determination Date occurs and no later than the last day of the Unit Restriction Period and the U.S. Participant shall have no ability to influence, directly or indirectly, the calendar year in which the PSUs will be settled, through:

- (a) in the case of the settlement of PSUs for their Cash Equivalent, delivery of a cheque to the Participant representing the Cash Equivalent;
- (b) in the case of the settlement of PSUs for Common Shares, delivery of a share certificate to the Participant or the entry of the Participant’s name on the share register for the Common Shares; or
- (c) in the case of settlement of the PSUs for a combination of Common Shares and Cash Equivalent, a combination of Sections 4.5.2(a) and 4.5.2(b) above.

4.6 Determination of Amounts

4.6.1 **Cash Equivalent of PSUs.** For purposes of determining the Cash Equivalent of PSUs to be paid pursuant to Section 4.5 (if any), such calculation will be made on the PSU Settlement Date and shall be equal to the Market Value of one Common Share on the PSU Settlement Date multiplied by the number of vested PSUs in the Participant’s Account which the Participant desires to settle in cash pursuant to the Unit Settlement Notice.

4.6.2 **Payment in Common Shares.** For the purposes of determining the number of Common Shares from treasury to be issued and delivered to a Participant upon settlement of a PSU pursuant to Section 4.5, such calculation will be made on the PSU Settlement Date and be the whole number of Common Shares equal to the whole number of vested PSUs then recorded in the Participant’s Account which the Participant desires to settle in Common Shares pursuant to the Unit Settlement Notice. Common Shares will be issued and the entitlement of the Participant under this Plan shall be satisfied in full by such issuance of Common Shares.

4.7 PSU Agreements

- 4.7.1 PSUs shall be evidenced by a PSU Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine, provided that the substance of Article 4 and Article 6 be included therein. The PSU Agreement shall contain such terms that may be considered necessary in order that the PSU will comply with any provisions respecting performance share units in the laws (including tax laws) in force in any country or jurisdiction of which the Participant may be subject to or the rules of any regulatory body having jurisdiction over the Corporation.
- 4.7.2 U.S. Awardees will acknowledge and agree in the PSU Agreement that (i) the Common Shares issuable upon settlement of the PSUs have not been and will not be registered under the U.S. Securities Act, and the Common Shares will be issued by the Corporation in reliance upon an exemption from registration under the U.S. Securities Act; and (ii) any Common Shares issued to the U.S. Awardee upon settlement of the subject PSUs 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.

ARTICLE 5 RESTRICTED SHARE UNITS

5.1 Nature of RSUs

A RSU is an Award entitling the recipient to receive payment based on the value of one Common Share once such Award has vested, subject to such restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or engagement) with the Corporation or its Subsidiary.

5.2 RSU Awards

- 5.2.1 Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs under the Plan, (ii) fix the number of RSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs shall be granted, and (iii) subject to Section 2.6.5, determine the relevant conditions and vesting provisions and the Unit Restriction Period of such RSUs, the whole subject to the terms and conditions prescribed in this Plan and in any RSU Agreement.
- 5.2.2 Unless otherwise set forth in the RSU Agreement, each RSU shall vest as to 1/3 on each of the first, second and third anniversary of the date of grant provided the Participant remains in continuous service with the Corporation or an affiliate from the date of grant of the RSU through such vesting date (each such date being a “**RSU Vesting Date**”). Notwithstanding the foregoing and subject to Section 2.6.5, if the Board in its discretion waives all vesting conditions or deems them satisfied, the date of such determination by the Board will be the RSU Vesting Date.
- 5.2.3 Subject to the vesting and other conditions and provisions set forth herein and in the RSU Agreement, the Board shall determine whether RSUs awarded to a Participant shall entitle the Participant: (i) to receive one (1) Common Share issued from treasury for each RSU awarded; (ii) to receive the Cash Equivalent of one (1) Common Share for each RSU awarded; or (iii) to receive a combination of Cash Equivalent and Common Shares.

- 5.2.4 RSUs of a Participant who is not a U.S. Participant shall be settled by the Participant at any time beginning on the first Business Day following the RSU Vesting Date but no later than the last day of the Unit Restriction Period. RSUs of a U.S. Participant will be settled by the Corporation on or before March 15th of the year immediately following the calendar year in which the RSU Vesting Date occurred but no later than the last day of the Unit Restriction Period and the U.S. Participant shall have no ability to influence, directly or indirectly, the calendar year in which the RSUs will be settled.
- 5.2.5 A RSU holder who is a U.S. Awardee may not settle their RSUs for Common Shares unless the Common Shares issuable upon settlement are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

5.3 Settlement of RSUs

- 5.3.1 Except as otherwise provided in the RSU Agreement and subject to Section 7.3.1:
- (a) all of the vested RSUs covered by a particular grant made to a Participant who is not a U.S. Participant may be settled at on any day (each such day being a “**RSU Settlement Date**”) on or before the last day of the Unit Restriction Period by delivering a Unit Settlement Notice in respect of any or all vested RSUs held by such Participant. RSUs of a U.S. Participant will be settled by the Corporation on or before March 15th of the year immediately following the calendar year in which the RSU Vesting Date occurred but no later than the last day of the Unit Restriction Period and the U.S. Participant shall have no ability to influence, directly or indirectly, the calendar year in which the RSUs will be settled; and
 - (b) any vested RSU of a Participant who is not a U.S. Participant for which no Unit Settlement Notice has been delivered prior to the last day of the Unit Restriction Period, shall be automatically settled on the last day of the Unit Restriction Period.
- 5.3.2 Subject to Section 7.4, settlement of RSUs shall take place promptly following the RSU Settlement Date and, for greater certainty, before the last day of the Unit Restriction Period, and with respect to U.S. Participants on or before March 15th of the year immediately following the year in which the RSU Vesting Date occurs and no later than the last day of the Unit Restriction Period and the U.S. Participant shall have no ability to influence, directly or indirectly, the calendar year in which the PSUs will be settled, through:
- (a) in the case of settlement of RSUs for their Cash Equivalent, delivery of a cheque to the Participant representing the Cash Equivalent;
 - (b) in the case of settlement of RSUs for Common Shares, delivery of a share certificate to the Participant or the entry of the Participant’s name on the share register for the Common Shares; or
 - (c) in the case of settlement of the RSUs for a combination of Common Shares and Cash Equivalent, a combination of (a) and (b) above.

5.4 Determination of Amounts

- 5.4.1 **Cash Equivalent of RSUs.** For purposes of determining the Cash Equivalent of RSUs to be paid pursuant to Section 5.3 (if any), such calculation will be made on the RSU Settlement Date and shall be equal to the Market Value of one Common Share on the RSU Settlement Date multiplied by the number of vested RSUs in the Participant's Account which the Participant desires to settle in cash pursuant to the Unit Settlement Notice.
- 5.4.2 **Payment in Common Shares.** For the purposes of determining the number of Common Shares from treasury to be issued and delivered to a Participant upon settlement of RSUs pursuant to Section 5.3, such calculation will be made on the RSU Settlement Date and be the whole number of Common Shares equal to the whole number of vested RSUs then recorded in the Participant's Account which the Participant desires to settle in Common Shares pursuant to the Unit Settlement Notice. Common Shares will be issued and the entitlement of the Participant under this Plan shall be satisfied in full by such issuance of Common Shares.

5.5 RSU Agreements

- 5.5.1 RSUs shall be evidenced by a RSU Agreement or included in an Employment Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine, provided that the substance of Article 5 and Article 6 be included therein. The RSU Agreement shall contain such terms that may be considered necessary in order that the RSU will comply with any provisions respecting restricted share units in the laws (including tax laws) in force in any country or jurisdiction of which the Participant may be subject to or the rules of any regulatory body having jurisdiction over the Corporation.
- 5.5.2 U.S. Awardees will acknowledge and agree in the RSU Agreement that (i) the Common Shares issuable upon settlement of the RSUs have not been and will not be registered under the U.S. Securities Act, and the Common Shares will be issued by the Corporation in reliance upon an exemption from registration under the U.S. Securities Act; and (ii) any Common Shares issued to the U.S. Awardee upon settlement of the subject PSUs 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.

ARTICLE 6 GENERAL CONDITIONS

6.1 General Conditions applicable to Awards.

Each Award, as applicable, shall be subject to the following conditions:

- 6.1.1 **Employment or Other Relationship.** 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 in any capacity or otherwise commence, extend, continue or modify any engagement between the Corporation or a Subsidiary and the Participant. For greater certainty, the granting of Awards to a Participant shall not impose any obligation on the Corporation to grant any Awards in the future nor shall it entitle the Participant to receive future grants.
- 6.1.2 **Rights as a Shareholder.** Neither the Participant nor such Participant's personal

representatives or legatees shall have any rights whatsoever as shareholder in respect of any Common Shares covered by such Participant's Awards until the date of issuance of a share certificate to such Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) or the entry of such person's name on the share register for the Common Shares. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate is issued or entry of such person's name on the share register for the Common Shares is made.

6.1.3 **Conformity to Plan.** In the event that an Award is granted or a Grant 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.

6.1.4 **Non-Transferability and Non-Assignability.** Other than by will or under the law of succession, or as otherwise set forth herein, Awards are not assignable or transferable. Awards may be exercised only by:

- (a) the Participant to whom the Awards were granted; or
- (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 Common Shares only in the person's own name or in the person's capacity as a legal representative.

6.2 Additional Conditions applicable to Awards

Each Award shall be subject to the following conditions:

6.2.1 **Termination for Cause.** Upon a Participant ceasing to be an Eligible Participant for "Cause", all unexercised or unsettled vested or unvested Awards granted to such Participant shall terminate as of the Termination Date. 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, any dishonest act such as gross misconduct, theft, fraud, embezzlement, misappropriation, breach of confidentiality, breach of loyalty or breach of duty of loyalty or placement in conflict of interest, and any other reason determined by the Corporation to be cause for termination.

6.2.2 **Resignation.** In the case of a Participant ceasing to be an Eligible Participant due to such Participant's resignation, subject to any later expiration dates determined by the Board which shall not be longer than one year after the Termination Date,

- (a) all vested and unexercised/unsettled Awards shall expire on the earlier of ninety

(90) days after the Termination Date and the expiry date of the Awards; and

- (b) all unvested Awards granted to such Participant shall terminate on the Termination Date caused by such resignation.

6.2.3 **Termination or Cessation.** In the case of a Participant ceasing to be an Eligible Participant for any reason other than for “Cause”, resignation, death or after becoming subject to the Disability,

- (a) all vested and unexercised/unsettled Awards shall expire on the earlier of ninety (90) days after the Termination Date and the expiry date of the Awards; and
- (b) all unvested Awards granted to such Participant shall terminate on the Termination Date caused by such cessation.

6.2.4 **Death or Disability.** If a Participant dies while in his or her capacity as an Eligible Participant, or ceases to be an Eligible Participant as a result of a Disability,

- (a) all vested and unexercised/unsettled Awards shall expire on the earlier of one hundred eighty (180) days after the date of such Participant’s death or Disability and the expiry date of the Awards; and
- (b) all unvested Awards granted to such Participant shall terminate on the Termination Date caused by death or Disability.

6.2.5 **Compliance.** Notwithstanding the foregoing, with respect to RSUs and PSUs awarded to U.S. Participants, nothing in this Section 6.2 will result in a failure to comply with the required timing of settlement of such RSUs and PSUs as otherwise specified in the Plan. Further provided, however, that if a Participant is determined to have breached any post-employment restrictive covenants in favour of the Corporation, then any Awards held by the Participant, whether vested or unvested, will immediately expire and the Participant shall pay to the Corporation any “in-the-money” amounts realized upon exercise of Awards following the Termination Date.

6.3 Unfunded 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. Notwithstanding the foregoing, any such determinations made by the Board shall be made in such manner as to ensure that the Options continuously meet the requirements of Section 7 of the Tax Act or any successor provision thereto.

6.4 U.S. Securities Laws

6.4.1 Neither the Awards nor the securities which may be acquired pursuant to the exercise or settlement of the Awards have been registered under the U.S. Securities Act or under any securities law of any state of the United States and are considered “restricted securities” (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act) and any Common Shares issuable pursuant to the Plan shall be affixed with an applicable restrictive legend

as set forth in the respective award agreement. The Awards may not be offered or sold, directly or indirectly, in the United States except pursuant to registration under the U.S. Securities Act and the securities laws of all applicable states or available exemptions therefrom, and the Corporation has no obligation or present intention of filing a registration statement under the U.S. Securities Act in respect of any of the Awards or the securities underlying the Awards, which could result in such U.S. Awardee not being able to dispose of any Common Shares issued on exercise or settlement of Awards for a considerable length of time. Each U.S. Awardee will be required to complete an award agreement which sets out the applicable United States restrictions.

ARTICLE 7 ADJUSTMENTS AND AMENDMENTS

7.1 Adjustment to Common Shares Subject to Outstanding Awards

7.1.1 In the event of (i) any subdivision of the Common Shares into a greater number of Common Shares, (ii) any consolidation of Common Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Issued Shares, (iv) any merger, amalgamation or consolidation of the Corporation with or into another corporation, or (v) any distribution to all holders of Issued Shares or other securities in the capital of the Company, of cash, evidences of indebtedness or other assets of the Company (excluding an ordinary course dividend in cash or Common 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 TSXV, 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 Common Shares to which the Participant is entitled upon exercise of such Award; or
- (c) adjustments to the number of Common Shares reserved for issuance pursuant to the Plan.

7.2 Amendment of the Plan and Award

7.2.1 The Board may amend the Plan at any time without the consent of the Participants provided that such amendment shall be made in compliance with Section 7.2.3 and Section 7.2.4:

7.2.2 The Board may amend any Award at any time without the consent of the Participants provided that such amendment shall:

- (a) not adversely alter or impair any Award previously granted except as permitted by the provisions of Article 7;

- (b) be in compliance with applicable law and subject to any regulatory approvals including, where required, the approval of the Exchange; and
- (c) be subject to shareholder approval, including disinterested shareholder approval, where required by law, the requirements of the Exchange or the provisions of the Plan, provided that shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to:
 - (i) any amendment to the vesting provisions of Awards;
 - (ii) any amendment to the assignability provisions of Awards, subject to approval of the Exchange;
 - (iii) any amendment which accelerates the date on which any Award may be exercised under the Plan, provided that any acceleration of the vesting provisions for any Options granted to Investor Relations Service Providers requires approval by the Exchange;
 - (iv) any amendment necessary to comply with applicable law or the requirements of the Exchange or any other regulatory body; and
 - (v) any other amendment that does not require the approval of the holders of Common Shares pursuant to the amendment provisions of the Plan.

The Board may, by resolution, but subject to applicable regulatory approvals, 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.

7.2.3 The Board shall be required to obtain shareholder approval including disinterested shareholder approval, where required by law, the requirements of the Exchange or the provisions of the Plan, to make the following amendments to the Plan:

- (a) any amendment to the definition of "Eligible Participant";
- (b) any change to the maximum number of Common Shares issuable from treasury under the Plan, except such increase by operation of Section 2.4.2(a) and in the event of an adjustment pursuant to Article 7;
- (c) any amendment to the limitations under the Plan on the number of Awards that may be granted to any one Person or any category of Persons (including Insiders and Investor Relations Service Providers);
- (d) the method for determining the Option Price of an Option;
- (e) any reduction in the Option Price of an Option held by an Insider;
- (f) any amendment which extends the expiry date of any Award held by an Insider,

or the Unit Restriction Period of any Units beyond the original expiry date, except in case of an extension due to a Black-Out Period;

- (g) any amendment regarding the effect of termination of a Participant's employment or engagement;
- (h) or any amendment to add or amend provisions permitting for the granting of cash-settled awards, a form of financial assistance or clawback; and
- (i) any amendment to the amendment provisions of the Plan.

7.2.4 Notwithstanding Section 7.2.3, the Board shall not be required to obtain shareholder approval to make the following amendments to the Plan:

- (a) amendments to fix typographical errors; and
- (b) amendments to clarify existing provisions of the Plan that do not have the effect of altering the scope, nature and intent of such provisions.

7.2.5 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.

7.3 Change of Control

7.3.1 **Change of Control.** In the event of and in connection with a transaction that would constitute a Change of Control, notwithstanding anything else in this Plan but subject to the specific terms of any Grant Agreement to the contrary and the approval of the Exchange, if required, the Board shall have the right, in its discretion, to deal with any or all Award (or any portion thereof) issued under this Plan in the manner it deems fair and reasonable in the circumstances of the Change of Control. Without limiting the generality of the foregoing, in connection with a Change of Control, the Board, without any action or consent required on the part of any Participant, shall have the right to:

- (a) determine that the Awards, in whole or in part and whether vested or unvested, shall remain in full force and effect in accordance with their terms after the Change of Control;
- (b) provide for the conversion or exchange of any or all Awards (or any portion thereof, whether vested or unvested) into or for options, rights, units or other securities in any entity participating in or resulting from a Change of Control;
- (c) cancel any unvested Awards (or any portions thereof) without payment of any kind to any Participant;
- (d) accelerate the vesting of outstanding Awards;
- (e) provide for outstanding Awards to be purchased;
- (f) accelerate the date by which any or all Awards or any portion thereof, whether

vested or unvested, must be exercised or settled either in whole or in part;

- (g) deem any or all Awards or any portion thereof, whether vested or unvested (including those accelerated pursuant to this Plan) to have been exercised or settled in whole or in part, tender, on behalf of the Participant, the underlying Common Shares that would have been issued pursuant to the exercise or settlement of such Awards to any third party purchaser in connection with the Change of Control, and pay to the Participant on behalf of such third party purchaser an amount per underlying Common Share equal to the Change of Control price of the Common Share or, in the case of Options, the positive difference between the Change of Control price of the Common Share and the applicable Option Price;
- (h) cancel any or all outstanding Awards (including those accelerated under pursuant to this Plan) either in whole or in part and pay to the Participant an amount per underlying Common Share equal to the Change of Control price of the Common Share or, in the case of Options, the positive difference between the Change of Control price of the Common Share and the applicable Option Price; or
- (i) take such other actions or combinations of the foregoing actions or any other actions permitted under this Section 7.3.1, as it deems fair and reasonable under the circumstances.

7.4 Settlement of RSUs and PSUs during a Black-Out Period

Notwithstanding any other provision of this Plan, in the event that a PSU Settlement Date or a RSU Settlement Date falls during a Black-Out Period or other trading restriction imposed by the Corporation and a Participant who is not a U.S. Participant has failed to delivered a Unit Settlement Notice, then such PSU Settlement Date or RSU Settlement Date shall be automatically extended to the tenth (10th) Business Day following the date that such Black-Out Period or other trading restriction is lifted, terminated or removed. With respect to Awards of U.S. Participants, the deadline for settlement of such PSUs and RSUs as set forth in the Plan will not be extended due to a Black-Out Period unless settlement during such Black-Out Period would violate applicable securities laws or other applicable laws.

ARTICLE 8 MISCELLANEOUS

8.1 Use of an Administrative Agent and Trustee

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, subject to Section 6.3 of the Plan, to act as custodian 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 holdings of the respective Awards, vesting periods, Performance Criteria and Participants.

8.2 Tax Withholding

Notwithstanding any other provision of this Plan, all distributions, delivery of Common Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of all withholdings required by applicable law.

If the event giving rise to a withholding obligation involves an issuance or delivery of Common Shares, then, the withholding obligation may be satisfied by (a) having the Participant elect to have the appropriate number of such Common Shares sold 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 delivered to the Corporation, which will in turn remit such amounts to the appropriate governmental authorities, or (b) any other mechanism as may be required or appropriate to conform with applicable law.

8.3 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, 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 effect 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.

8.4 Exchange Hold Period

All Awards are subject to applicable resale restrictions under applicable securities laws and the policies of the Exchange. All Awards granted to any director, officer, Consultant or Insider of the Corporation, any Options granted to any Eligible Participant with an exercise price that is less than the applicable Market Price, and all Common Shares issued by the Corporation pursuant to the exercise or settlement of any Awards, if required by the policies of the Exchange, will be subject to the Exchange Hold Period from the date such Awards are granted and any agreement or certificate representing such Awards or Common Shares shall bear the following legend:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [four months and one day from the grant date of Awards.]”

8.5 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.

8.6 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.

8.7 Effective Date of the Plan

The Plan was approved by the Board on August 27, 2024, and has become effective upon approval by its shareholders on October 7, 2024.