



ZEDCOR INC.

NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON

MAY 23, 2024

DATED – APRIL 12, 2024



ZEDCOR INC. - NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN THAT the Annual General and Special meeting (the “**Meeting**”) of holders of common shares (“**Shareholders**”) of Zedcor Inc. (the “**Corporation**” or “**Zedcor**”) will be held at **Dentons Canada LLP, 1500 Bankers Court, 850 - 2nd Street S.W., Calgary, Alberta on May 23, 2024, at 10:00 a.m.** (Calgary time), for the following purposes.

1. to receive the audited financial statements of the Corporation for the year ended December 31, 2023 and the report of the auditors thereon;
2. to approve an ordinary resolution to fix the number of directors of the Corporation to be elected at the Meeting for the ensuing year at five (5);
3. to elect the nominees to the board of directors of the Corporation (the “**Board**”) for the ensuing year, as set out in the management information circular (the “**Circular**”) prepared for the purposes of the Meeting;
4. to appoint MNP LLP, Chartered Accountants, of Calgary, Alberta, as auditor of the Corporation for the ensuing year and to authorize the Board to fix their remuneration;
5. to consider, and, if thought advisable, to approve, with or without variation, an ordinary resolution, the full text of which is set forth in the Circular, to approve the Corporation’s stock option plan;
6. to consider and, if thought advisable, to approve, with or without variation, an ordinary resolution, the full text of which is set forth in the Circular, to approve the Corporation’s restricted share unit and deferred share unit plan; and
7. to transact such other business as may be properly brought before the Meeting or any adjournments or postponements thereof.

The details of all matters proposed to be put before Shareholders at the Meeting are set forth in the Circular and Instrument of Proxy accompanying this Notice of Meeting. At the Meeting, Shareholders will be asked to approve each of the foregoing items.

Only Shareholders of record at the close of business on **April 12, 2024** are entitled to notice of and attend the Meeting or any adjournment or postponement thereof and to vote thereat. **A Shareholder may attend the Meeting in person or may be represented thereat by proxy. A form of proxy for use at the Meeting or any adjournment or postponement thereof is enclosed with this notice. Shareholders who are unable to attend the Meeting are requested to date, sign and return the enclosed form of proxy to the Corporation’s transfer agent (the “Transfer Agent”), Computershare Trust Company of Canada, 100 University Avenue, 8th Floor, North Tower, Toronto, Ontario M5J 2Y1, Attention: Proxy Department, in the enclosed self-addressed envelope. In order to be valid, proxies must be received by the Transfer Agent at least forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting or any adjournment or postponement thereof.**

DATED this 12th day of April, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) “*Jan M. Campbell*”

Jan M. Campbell, Corporate Secretary

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ZEDCOR INC.
MANAGEMENT INFORMATION CIRCULAR AND PROXY STATEMENT
FOR THE ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON MAY 23, 2024

GENERAL

Words importing the singular number, where the context requires, include the plural and vice versa and words importing any gender include all genders. In this Management Information Circular and Proxy Statement (“**Circular**”), unless otherwise noted, all dollar amounts are expressed in Canadian dollars. Information contained in this Circular is given as of April 12, 2024, unless otherwise stated.

SOLICITATION OF PROXIES

This Circular is furnished in connection with the solicitation of proxies by the management of Zedcor Inc. (the “**Corporation**” or “**Zedcor**”) for use at the Annual and Special Meeting of the holders of common shares (the “**Shares**”) of the Corporation (the “**Shareholders**”) to be held at **Dentons Canada LLP, 1500 Bankers Court, 850 - 2nd Street S.W., Calgary, Alberta, on May 23, 2024** at 10:00 a.m. (Calgary time), or at any adjournment thereof (the “**Meeting**”), for the purposes set forth in the Notice of Meeting. Accompanying this Circular (and filed with applicable securities regulatory authorities) is the form of proxy for use at the Meeting, by holders of Shares of the Corporation.

Proxies will be solicited by mail and may also be solicited personally or by telephone or facsimile by the directors or officers of the Corporation, who will not be specifically remunerated therefor. The cost of solicitation by management of the Corporation will be borne by the Corporation. The Corporation may pay the reasonable costs incurred by persons who are the registered but not beneficial owners of voting securities of the Corporation (such as brokers, dealers, other registrants under applicable securities laws, nominees and/or custodians) in sending or delivering copies of this Circular, the Notice of Meeting and Instrument of Proxy to the beneficial owners of such securities. The Corporation will provide, without cost to such persons, upon request to the Corporation, additional copies of the foregoing documents required for this purpose.

Notice-and-Access

The Corporation has elected to use the “notice-and-access” provisions under National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* (the “**Notice-and-Access Provisions**”) for the Meeting in respect of mailings to its Shareholders who do not hold their Shares in their own name, but rather hold their Shares indirectly through accounts with such institutions as brokerage firms, banks and trust companies (referred to in this Circular as “**Beneficial Shareholders**”). However, the Corporation will not be using the Notice-and-Access Provisions in respect of mailings to its registered holders of Shares (“**Registered Shareholders**”). The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators that reduce the volume of materials that must be physically mailed to shareholders by allowing a reporting issuer to post an information circular in respect of a meeting of its shareholders and related materials online.

In relation to the Meeting, Registered Shareholders will receive a paper copy of each of a notice of the Meeting, this Circular dated April 12, 2024 and a form of proxy whereas Beneficial Shareholders will receive a Notice-and-Access Notification and a voting instruction form. A paper copy of financial statements and related management’s

discussion and analysis (collectively, “**Financial Information**”) in respect of the most recent financial year of the Corporation has been mailed to Registered Shareholders as well as to those Beneficial Shareholders who have previously requested to receive them.

The Corporation will be delivering proxy-related materials through intermediaries to both non-objecting Beneficial Shareholders and objecting Beneficial Shareholders, and the Corporation intends to pay intermediaries for the delivery of such material.

APPOINTMENT AND REVOCATION OF PROXIES

Appointment of Proxy

Shareholders have the right to appoint a nominee (who need not be a Shareholder), other than the persons specified in the enclosed Instrument of Proxy, to represent them at the Meeting, and may do so by inserting the name of the appointed representative in the blank space provided in the Instrument of Proxy.

Registered Shareholders may vote in person at the Meeting or any adjournment or postponement thereof or they may appoint another person (who need not be a Shareholder) as their proxy to attend and vote in their place. Registered Shareholders unable to be present at the Meeting in person are requested to exercise their right to vote by dating, signing and returning the accompanying form of proxy to the Corporation’s transfer agent, Computershare Trust Company of Canada (“**Computershare**”): (i) by mail using the enclosed return envelope or one addressed to Computershare Trust Company of Canada, Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1; (ii) by hand delivery to Computershare Trust Company of Canada, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1; or (iii) by facsimile to 1-866-249-7775 (inside North America) or (416) 263-9524 (outside North America). Alternatively, you may vote by telephone at 1-866-732-8683 (inside North America) or (312) 588-4290 (outside North America). If you wish to vote through the Internet, please go to www.investorvote.com and follow the instructions. You will require your control number found on your proxy form. In order to be valid and acted upon at the Meeting, forms of proxy must be received by Computershare not less than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) before the time of the Meeting or any adjournment or postponement thereof. The time limit for the deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion without notice.

Beneficial Shareholders who hold Shares through a broker, financial institution, trustee, nominee or other intermediary or otherwise should carefully follow the instructions found on their voting instruction form.

At the discretion of the Chair of the Meeting, proxies may be deposited with the Chair of the Meeting prior to the commencement of the Meeting or any adjournment or postponement thereof. The giving of a proxy will not affect the right of a Shareholder to attend in person at the Meeting, or any adjournment or postponement thereof and, provided that the proxy is revoked, to vote.

Voting Instructions – Registered Shareholders

You are a Registered Shareholder if your name appears on your share certificate. Registered Shareholders who are eligible to vote can vote their Shares in person at the Meeting. Registered Shareholders, who are eligible to vote but who are unable to attend the Meeting in person, are able to vote their Shares by proxy as described above under “*Appointment of Proxy*”, and Registered Shareholders are also entitled to vote their Shares either by telephone or on the Internet. In both cases, the control number which is located on the Instrument of Proxy will be required. **Please note that if you register your votes by telephone, you cannot appoint anyone other than the directors named on the Instrument of Proxy as your proxy holder.**

Voting Instructions – Beneficial Shareholders

The information set forth in this section is of significant importance to many Shareholders of the Corporation, as a substantial number of the Shareholders of the Corporation do not hold Shares in their own name. Such Beneficial Shareholders should note that only proxies deposited by Registered Shareholders can be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases, these Shares will not be registered in the Shareholder's name on the records of the Corporation. Such Shares will more likely be registered under the name of the broker or an agent of a broker. In Canada, the vast majority of such Shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian banks, trust companies and brokerage firms). Shares held by brokers or their nominees can only be voted (for, against or withheld from voting for resolutions) upon the instructions of the Beneficial Shareholders. Without specific instructions, brokers/nominees are prohibited from voting Shares for their clients.

Applicable regulatory rules require intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**"). Broadridge typically mails its own form of proxy to the Beneficial Shareholders with the request that the form be completed and returned to its attention. Beneficial Shareholders also have the option in certain cases of forwarding their voting instructions by telephone or through the Internet. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares at the Meeting.

A Beneficial Shareholder receiving a Broadridge form of proxy cannot use that form to vote directly at the Meeting. This form must be returned to Broadridge by mail, hand delivery, fax, Internet or telephone, as directed, well in advance of the Meeting in order to have Shares voted. If the Beneficial Shareholder wishes to attend and vote at the Meeting in person, that Beneficial Shareholder must insert his or her own name as appointee in the space provided. In this way, the Beneficial Shareholder appoints him or herself as Proxy and may therefore attend and act at the Meeting.

Voting by Telephone or Internet

Registered Shareholders may also cast their vote by telephone (1-866-732-8683 within North America, 312-588-4290 from outside North America) or Internet (www.investorvote.com) by following the instructions provided on the form. If you choose to vote by telephone or Internet, your vote must also be cast no later than 48 hours, excluding Saturdays, Sundays and holidays prior to the time of the Meeting.

Revocation of Proxy

Proxies are revocable. A Shareholder submitting an Instrument of Proxy may revoke the Instrument of Proxy, by instrument in writing, executed by the Shareholder or by his or her attorney duly authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized, and deposited either at the registered office of the Corporation at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the Instrument of Proxy is to be used, or with the Chair of the Meeting on the day of the Meeting, or any adjournment thereof.

An Instrument of Proxy will not be valid for the Meeting or any adjournment thereof unless it is completed and signed by the Shareholder, or by his attorney duly authorized in writing, and delivered to the Registrar and Transfer Agent of the Corporation, Computershare Trust Company of Canada, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, in acceptable form at least forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the Meeting, or any adjournment thereof.

EXERCISE OF DISCRETION BY PROXY HOLDERS

The Shares represented by the enclosed form of proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder where voting is by way of a show of hands or by ballot, and, where a choice with respect to any matter to be acted upon has been specified in the form of proxy, the Shares represented by the form of proxy will be voted accordingly. The persons appointed under the enclosed form of proxy are conferred with discretionary authority with respect to amendments or variations of those matters specified in the proxy and Notice of Meeting and with respect to any other matters which may properly be brought before the Meeting or any adjournment thereof in accordance with their best judgement unless the Shareholder has specified to the contrary or that Shares are to be withheld from voting. At the time of printing this Circular, the management of the Corporation knew of no such amendment, variation or other matter.

In the absence of instructions of a Shareholder to the contrary, proxies in favour of the management designees will be voted in favour of the matters set forth herein.

All references to Shareholders in this Circular and the accompanying instrument of proxy and Notice of Meeting are to Shareholders of record, unless specifically stated otherwise.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

As at April 12, 2024, being the record date for the determination of holders of Shares who are entitled to notice of, and to attend and vote at the Meeting (the “**Record Date**”), the Corporation had outstanding 77,359,223 Shares. Each Share confers upon the holder thereof the right to one vote. Only those Shareholders of record on the Record Date are entitled to notice of, and to attend and vote at the Meeting.

Any transferee or person acquiring Shares after the Record Date may, on proof of ownership of Shares, demand not later than 10 days before the Meeting that his or her name be included in the list of persons entitled to attend and vote at the Meeting.

The By-laws of the Corporation provide that at least two persons present in person, being Shareholders entitled to vote thereat and holding or representing by proxy not less than 5% of the outstanding Shares of the Corporation entitled to vote at the Meeting, constitute quorum for the Meeting in respect of holders of Shares.

To the knowledge of the directors and executive officers of the Corporation, as of the date hereof, no person or company beneficially owns or exercises control or direction, directly or indirectly, over more than 10% of the voting rights attached to all of the outstanding Shares, other than as set out below:

Name of Shareholder	Number of Shares Beneficially Owned, or over which Control or Direction is Exercised, Directly or Indirectly	Percentage of Shares Beneficially Owned, or over which Control or Direction is Exercised, Directly or Indirectly⁽¹⁾
Dean Swanberg	21,500,000 ⁽²⁾⁽³⁾	27.8%

Notes:

(1) Based on 77,359,223 issued and outstanding Shares as at April 10, 2024.

(2) Mr. Swanberg has direct control over 1,600,000 Shares.

(3) Includes 19,900,000 Shares beneficially owned or controlled by Mr. Swanberg which are registered in the name of D.S.S. Holdings Inc., a private Alberta corporation controlled by Mr. Swanberg.

MATTERS TO BE CONSIDERED AT THE MEETING

To the knowledge of the Board, the only matters to be brought before the Meeting are those matters set forth in the accompanying Notice of Meeting.

1. Financial Statements

The annual financial statements of the Corporation for the year ended December 31, 2023 and the auditors' report thereon will be placed before the meeting. No vote by the Shareholders with respect thereto is required or proposed to be taken.

2. Fixing Number of Directors to be Elected at the Meeting

At the Meeting, Shareholders will be asked to consider and, if thought fit, approve an ordinary resolution fixing the number of directors to be elected at the Meeting at five (5).

Unless otherwise directed, it is the intention of the management designees, if designated in the accompanying form of proxy, to vote in favour of the ordinary resolution fixing the number of directors to be elected at the Meeting at five (5). In order to be effective, the ordinary resolution in respect of fixing the number of directors to be elected at the Meeting at five (5) must be passed by a majority of the votes cast by Shareholders who vote in respect of this ordinary resolution.

3. Election of Directors

At the Meeting it is proposed that five (5) directors be elected to hold office until the next annual meeting or until their successors are elected or appointed. The Board of Directors has concluded that each nominee is well qualified to serve on Zedcor's Board. The nominees have the relevant expertise essential to ensure appropriate strategic direction and oversight. Each director nominee has confirmed his eligibility and willingness to serve as a director if elected. All of the directors who are elected will have their terms of office expire at the next annual meeting of the Corporation, or until successors are elected or directors resign.

Unless otherwise directed, it is the intention of the management designees, if designated in the accompanying form of proxy, to vote in favour of the election as directors of the five (5) nominees hereinafter set forth. Management has no reason to believe that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, the persons designated in the accompanying form of proxy reserve the right to vote for other nominees in their discretion unless the Shareholder has specified in the accompanying form of proxy that such Shareholder's Shares are to be withheld from voting on the election of directors.

The following table sets forth the name of each of the persons proposed to be nominated for election as a director, their province and country of residence, their principal occupation, the period served as a director and the number of voting Shares that each proposed nominee beneficially owns, or exercises control or direction over, directly or indirectly, as of the date hereof. The information as to Shares owned beneficially, not being within the knowledge of the Corporation, has been provided by each nominee.

Name and Residence	Principal Occupation	Director Since	Number of Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly
Wade Felesky ⁽¹⁾⁽²⁾ Alberta, Canada	Mr. Felesky was appointed Chair of the Board of the Corporation on June 1, 2021 and is currently the President and a member of the Board of Directors of New Stratus Energy Inc., an international oil and gas company. Prior thereto, Mr. Felesky was the head of Investment Banking at Laurentian Bank Securities Inc. having joined the firm in 2016 as Head of Oil & Gas Investment Banking. Previously he was Co-Head of Energy Investment Banking at GMP Securities L.P. Mr. Felesky has over 20 years of Investment Banking and business experience. He has a wealth of experience in all aspects of corporate finance, and has advised and acted for both domestic and international issuers. Mr. Felesky is highly involved in his community and was selected by the Globe and Mail as one of Canada’s “Top 40 under 40” in 2008.	September 2020	494,500
Brian McGill ⁽¹⁾⁽²⁾ Alberta, Canada	Mr. McGill is an independent businessman. Mr. McGill was a Partner at Stawowski McGill, from 2009 until 2023 and with the firm since 2000, a company which provides advisory services which includes corporate finance, structure, leadership and culture, to growing businesses in various industries. Prior thereto, Chief Financial Officer of a private group of oil services companies from 1993 to 2000, which was built up then sold to a large Canadian drilling contractor. Mr. McGill is a CPA, CA and has over 30 years of practical experience in corporate growth, acquisition strategies, and financial management of local and foreign subsidiaries in the US, South America, and the Caribbean.	June 2018	220,000
Dean Shillington ⁽¹⁾ British Columbia, Canada	Mr. Shillington is the Founder, President and Chief Executive Officer of Knightsbridge Capital Group which provides specialized lending, equity and advisory solutions, since 2007 and Founder and Chief Executive Officer of Maynbridge Capital Inc. since January 2013. Mr. Shillington has extensive experience as an entrepreneur and in business development and commercial finance. He spent several years at GE Capital in various capacities, including risk and business management roles. Mr. Shillington has a degree in Finance and Marketing from the University of Saskatchewan. He currently serves on the Board of Directors of a number of private companies which operate in the industrial, consumer services and charitable sectors.	April 2017	6,508,435 ⁽³⁾⁽⁴⁾

Name and Residence	Principal Occupation	Director Since	Number of Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly
Dean Swanberg⁽²⁾ Alberta, Canada	Mr. Swanberg is an independent businessman. Mr. Swanberg was Chair of the Board from September 17, 2020 until June 1, 2021. Prior thereto, Mr. Swanberg was the Interim Chief Executive Officer of the Corporation from May 25, 2018 until July 1, 2019. Prior thereto, Mr. Swanberg was the President of Zedcor Oilfield Rentals Ltd. from April 2011 until the acquisition of Zedcor Oilfield Rentals Ltd. by Canadian Equipment Rentals Corp. on February 2, 2016. Mr. Swanberg was also the President of Swanberg Bros. Trucking LP, one of the largest transporters of drilling rigs in Western Canada, from May 2005 until October 2010 and has over 35 years' experience in the transportation and logistics side of oil and gas development. Mr. Swanberg also served as a director at Horizon North Logistics Inc. from June 2006 to April 2015 and as a director of Safebrain Systems, Inc. from November 2012 to September 2014.	April 2017	21,500,000 ⁽⁵⁾
Todd Ziniuk Texas, United States	Mr. Ziniuk has been the President and Chief Executive Officer of Zedcor since July 1, 2019. Prior thereto, Mr. Ziniuk was the Chief Operating Officer of Zedcor from December 2016 to July 1, 2019 and Acting Chief Operating Officer of Zedcor from March 2016 to December 2016. Mr. Ziniuk was instrumental in the transformation of Zedcor from an oilfield-based rental company to a solutions-based security company.	Director Nominee	1,830,000

Notes:

- (1) Member of the Audit Committee.
- (2) Member of the Corporate Governance, Nominating and Compensation Committee.
- (3) Mr. Shillington has direct control over 108,300 Shares; control or direction over 2,658,376 Shares registered in the name of Knightsbridge Capital Group Trust; 1,741,759 Shares registered in the name of Knightsbridge Capital Partners Inc. and 2,000,000 Shares registered in the name of Maynbridge Capital Inc.
- (4) Mr. Shillington also has control or direction over 2,744,905 Warrants to purchase Shares held by Maynbridge Capital Inc.
- (5) Mr. Swanberg has direct control over 1,600,000 Shares and has control or direction over 19,900,000 Shares registered in the name of D.S.S. Holdings Inc., a private Alberta corporation controlled by Mr. Swanberg.

The directors listed above will hold office until the next annual meeting of the Corporation or until their successors are elected or appointed.

Corporate Cease Trade Orders

None of those persons who are proposed directors of the Corporation is, or has been within the past ten years, a director, chief executive officer or chief financial officer of any company that, while that person was acting in that capacity, was the subject of a cease trade or similar order, or an order that denied the company access to any exemptions under Canadian securities legislation for a period of more than 30 consecutive days or after such persons

ceased to be a director, chief executive officer or chief financial officer of the company, was the subject of a cease trade or similar order or an order that denied the company access to any exemption under securities legislation, for a period of more than 30 consecutive days, which resulted from an event that occurred while acting in such capacity.

Bankruptcies

None of those persons who are proposed directors of the Corporation is, or has been within the past ten years, a director or executive officer of any company, including the Corporation, that, while such 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.

Personal Bankruptcies

None of the persons who are proposed directors of the Corporation has, within the past ten years, become 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 his assets.

Penalties and Sanctions

None of those persons who are proposed directors of the Corporation 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 with a securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable shareholder in deciding whether to vote for a proposed director.

4. Appointment of the Auditor

At the Meeting, the Shareholders will consider an ordinary resolution to appoint the firm of MNP LLP (“MNP”), Chartered Professional Accountants, to serve as auditor of the Corporation until the next annual meeting of the Shareholders and to authorize the directors of the Corporation to fix their remuneration.

Unless otherwise directed, it is the intention of the management designees, if designated in the accompanying form of proxy, to vote in favour of a resolution appointing MNP LLP, Chartered Professional Accountants, as auditor for the Corporation for the next ensuing year, to hold office until the close of the next annual meeting of Shareholders or until MNP LLP, Chartered Professional Accountants, are removed from office or resign as provided by the Corporation’s by-laws, at a remuneration to be fixed by the Board. MNP LLP was first appointed the auditor of the Corporation by the Board on October 8, 2021.

5. Approval of the Stock Option Plan

To remain in compliance with the policies of the TSX Venture Exchange (the “TSXV”), which require annual Shareholder approval of 10% rolling stock option plans, the Corporation will be presenting to the Shareholders for approval the stock option plan (the “**Stock Option Plan**”) in the form attached as Schedule “A” which was most recently approved by the Shareholders on May 25, 2023. The Board subsequently approved certain housekeeping amendments to the Stock Option Plan on April 10, 2024, which served to permit participation in the Stock Option Plan by Zedcor officers and employees who are residents of the United States.

The aggregate number of Shares issuable upon the exercise of all stock options granted under the Stock Option Plan shall not exceed 10% of the issued and outstanding Shares of the Corporation from time to time. Rolling 10% option plans such as the Stock Option Plan require annual Shareholder approval. The purpose of the Stock Option Plan is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the

Corporation to acquire Shares, thereby increasing their proprietary interest in and encouraging them to remain associated with the Corporation. The Stock Option Plan is administered by the Board and all stock options granted thereunder are subject to the rules and policies of the TSXV.

The exercise price of the Shares subject to each option shall be determined by the Board but in no event shall such exercise price be lower than the exercise price permitted by the TSXV. Disinterested shareholder approval is required when decreasing the exercise price or extending the term of options granted to insiders (as defined under applicable Canadian securities laws, “**Insiders**”) of the Corporation. The maximum aggregate number of Shares pursuant to all security-based compensation granted or issued to Insiders (as a group) must not exceed 10% of the Issued Shares of the Corporation at any point in time (unless the Corporation has obtained the requisite disinterested Shareholder approval). The maximum aggregate number of Shares of the Corporation that are issuable pursuant to all security based compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the issued and outstanding Shares of the Corporation, calculated as at the date any security based compensation is granted or issued to any Insider (unless the Corporation has obtained the requisite disinterested Shareholder approval). The maximum aggregate number of Shares of the Corporation that are issuable pursuant to all security based compensation granted or issued in any 12 month period to any one Participant must not exceed 5% of the Shares of the Corporation, calculated as at the date any security based compensation is granted or issued to the Participant, (unless the Corporation has obtained the requisite disinterested Shareholder approval). The number of Option Shares that may be reserved for allotment to all Participants employed to provide investor relations activities pursuant to Options in any 12 month period must not exceed 2% of the issued and outstanding Shares. Stock options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued Shares in any 12 month period to any one consultant of the Corporation. Options granted to Participants performing investor relations activities will contain vesting provisions such that vesting occurs over at least 12 months with no more than ¼ of the Options vesting in any 3 month period and a condition that such Options will expire 30 days after the Optionee ceases to be employed to provide investor relations activities. The maximum term of any stock options granted may not exceed five years. If the Shares are increased, decreased or changed through reorganization, merger, recapitalization, reclassification, share dividend, subdivision or consolidation, an appropriate adjustment shall be made by the Board in the number of Shares optioned and the exercise price per Share.

As of April 10, 2024: (i) the Corporation has issued under the Stock Option Plan, stock options pursuant to which 1,850,000 Shares are issuable, which represents approximately 2.39% of the currently outstanding Shares; and (ii) there remains for issuance under the Stock Option Plan, stock options pursuant to which 5,885,922 Shares may be issued, which represents approximately 7.61% of the currently outstanding Shares.

At the Meeting, Shareholders will be asked to pass an ordinary resolution as follows:

“**BE IT HEREBY RESOLVED** as an ordinary resolution of the shareholders of Zedcor Inc. that:

1. the stock option plan of Zedcor Inc. (the “**Corporation**”), substantially in the form attached as Schedule “A” (the “**Option Plan**”) to the management information circular of the Corporation dated April 12, 2024, be and is hereby confirmed as the stock option plan of the Corporation and, the form of the Option Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;
2. all issued and outstanding stock option previously granted are hereby continued under and governed by the Option Plan; and
3. any one director or officer of the Corporation be and is hereby authorized and directed, for and on behalf of the Corporation, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Corporation or otherwise) that may be necessary or desirable to give effect to this ordinary resolution.”

Unless otherwise directed, it is the intention of the management designees, if designated in the accompanying form of proxy, to vote in favour of the ordinary resolution approving the Stock Option Plan. In order for the foregoing ordinary resolution to be passed, it must be approved by a majority of the votes cast by Shareholders who vote in person or by proxy at the Meeting.

6. Approval of the RSU/DSU Plan

The Corporation will be presenting to the Shareholders for approval the restricted share unit and deferred share unit plan (the “**RSU/DSU Plan**”) in the form attached as Schedule “B” which was most recently approved by the Shareholders on May 25, 2023. The Board subsequently approved certain housekeeping amendments to the RSU/DSU Plan on April 10, 2024, which served to permit participation in the RSU/DSU Plan by residents of the United States and set the maximum number of Shares reserved for issuance under the RSU/DSU Plan at 10% of the number of Shares then issued and outstanding.

The maximum aggregate number of Shares that were reserved for issuance in connection with the awards granted under the RSU/DSU Plan is 7,735,922. As April 10, 2024, there are 2,200,000 Shares reserved for issuance in connection with the awards granted under the RSU/DSU Plan and there remains for issuance under the RSU/DSU Plan, awards pursuant to which 5,535,922 Shares may be issued.

Refer to the disclosure under the heading “*Statement of Executive Compensation – RSU/DSU Plan*” for a more detailed summary of the RSU/DSU Plan. The summary provided is qualified in its entirety by reference to the full text of the RSU/DSU Plan which is attached as Schedule “B” to this Circular.

At the Meeting, Shareholders will be asked to pass an ordinary resolution as follows:

“BE IT HEREBY RESOLVED as an ordinary resolution of the shareholders of Zedcor Inc. that:

1. the restricted share unit and deferred share unit plan of Zedcor Inc. (the “**Corporation**”), substantially in the form attached as Schedule “B” (the “**RSU/DSU Plan**”) to the management information circular of the Corporation dated April 12, 2024, be and is hereby adopted as the restricted share unit and deferred share unit plan of the Corporation;
2. the form of the RSU/DSU Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation; and
3. any one director or officer of the Corporation be and is hereby authorized and directed, for and on behalf of the Corporation, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Corporation or otherwise) that may be necessary or desirable to give effect to this ordinary resolution.”

Unless otherwise directed, it is the intention of the management designees, if designated in the accompanying form of proxy, to vote in favour of the ordinary resolution approving the RSU/DSU Plan. In order for the foregoing ordinary resolution to be passed, it must be approved by a majority of the votes cast by Shareholders who vote in person or by proxy at the Meeting.

7. Other Business

Management is not aware of any other matters to come before the Meeting, other than those set out in the notice of Meeting. If other matters come before the Meeting, **it is the intention of the management designees, if designated in the accompanying form of proxy, to vote the same in accordance with their best judgment in such matters.**

STATEMENT OF EXECUTIVE COMPENSATION

The statement of executive compensation for the year ended December 31, 2023 has been prepared in accordance with Form 51-102F6 – *Statement of Executive Compensation*.

Compensation Governance

The Corporate Governance, Nominating and Compensation Committee (the “**Committee**”) of the Board makes recommendations to the Board regarding compensation to be provided to the executive officers and directors of the Corporation and the executive officers of its subsidiaries and, in doing so, the Committee receives input from the Chief Executive Officer in respect of all executive officers other than the Chief Executive Officer.

Compensation of all executive officers is based on the underlying philosophy that such compensation should be competitive with other business operations of similar size and should be reflective of the experience, performance and contribution of the individuals involved and the overall performance of the Corporation.

The Committee makes recommendations to the Board regarding the compensation to be provided to the executive officers and directors of the Corporation and, in doing so, receives input from the CEO of the Corporation, in respect of all executive officers other than the CEO. With respect to directors’ compensation, the Committee reviews the level and form of compensation received by the directors and the Chair of each committee, considering the duties and responsibilities of each director, his or her past service and continuing duties in service to the Corporation. The compensation of directors and executive officers of competitors and peers are considered, to the extent publicly available, in determining compensation and the Committee has the power to engage a compensation consultant or advisor to assist in determining appropriate compensation. During the financial year ended December 31, 2023, the Committee did not retain an independent compensation consultant or advisor to assist in determining the compensation for the Corporation’s directors and executive officers.

Named Executive Officers

Securities legislation requires the disclosure of compensation received by each “Named Executive Officer” of the Corporation for the three most recently completed financial years. “**Named Executive Officer**” is defined by the legislation to mean: (i) each of the CEO and Chief Financial Officer (“**CFO**”) of the Corporation, regardless of the amount of compensation of that individual; (ii) each of the Corporation’s three most highly compensated executive officers or individuals acting in a similar capacity, other than the CEO and CFO, who were serving as executive officers at the end of the most recently completed financial year and whose total compensation and bonus exceeds \$150,000; and (iii) any additional individual for whom disclosure would have been provided under (ii) but for the fact that the individual was not serving as an executive officer of the Corporation at the end of the most recently completed financial year end of the Corporation.

An “**executive officer**” is defined by the legislation to mean: (i) the chair of the Corporation; (ii) a vice-chair of the Corporation; (iii) the President of the Corporation; (iv) a vice-president of the Corporation in charge of a principal business unit, division or function, such as sales, finance or production; or (v) an officer of the Corporation or any of its subsidiaries or any other person who performed a policy-making function in respect of the Corporation.

For purposes of this Circular, the four (4) executive officers of the Corporation as of December 31, 2023, as listed in the table under the heading “*Compensation of Named Executive Officers – Summary Compensation Table*”, are the NEOs.

Objectives of the Compensation Program

The objectives of the Corporation’s executive compensation program are twofold, namely: (i) to enable the Corporation to attract and retain highly qualified and experienced individuals to serve as executive officers; and (ii) to align the compensation levels available to the executive officers to the successful implementation of the

Corporation's strategic plans. The Corporation's executive compensation program is designed to reward the NEOs where they have contributed to the prosperity and growth of the Corporation.

Elements of the Compensation Program

The Corporation's executive compensation program consists of a combination of the following significant elements, namely: (i) base salary; (ii) short term cash bonus; and (iii) participation in the Stock Option Plan (as hereinafter defined) and the RSU/DSU Plan. The Committee has not implemented a formal bonus plan. The Committee may, from time to time, in their discretion, recommend bonus payments to reward employees including NEOs, subject to approval by the Board. These elements contain both short-term incentives, comprised of cash payments, being those provided by way of base salaries and the payment of bonuses, if any, as may be determined on a discretionary basis, as well as long-term incentives, comprised of equity-based incentives, being those provided under the Stock Option Plan and the RSU/DSU Plan. The process for determining perquisites and approval of benefits for the NEOs is, firstly, to implement perquisites and benefits which are comparable to those usually offered by other business entities of a similar size to the Corporation and secondly, to make those perquisites and benefits available to each NEO, equally. The Corporation chooses to pay each element of its executive compensation program in order to maintain its competitive position in the marketplace. The amount for each element of the Corporation's executive compensation program is determined based upon compensation levels provided by the Corporation's competitors as well as upon the discretion of the Board, where applicable, as described below. Each element of the Corporation's executive compensation program is intended to contribute to an overall total compensation package which is designed to provide both short-term and long-term financial incentives to the NEOs and to thereby assist the Corporation to successfully implement its strategic plans. The Committee annually assesses how each element fits into the overall total compensation package and makes recommendations to the Board relating thereto from time to time.

Base Salaries

Base salaries for the NEOs, are reviewed annually and are set to be competitive with industry levels. In addition, in its annual review of base salaries, the Committee has regard to the contributions made by the NEOs, how their compensation levels relate to compensation packages that would be available to such officers from other employment opportunities and commercially available salary survey data and information publicly disclosed by some of the Corporation's competitors and peers. This enables the Corporation to establish base salaries which attract and retain highly qualified and experienced individuals. Other than as set out immediately above, the base salaries of the NEOs are not determined based on benchmarks, performance goals or a specific formula.

Stock Option Plan

The Stock Option Plan was most recently approved by the Shareholders of the Corporation on May 25, 2023 and, as a 10% rolling stock option plan, the Corporation will be presenting the Stock Option Plan to the Shareholders for approval at the Meeting. Refer to the disclosure under the heading "*Matters to be Considered at the Meeting – Approval of the Stock Option Plan*" for a more detailed summary of the Stock Option Plan.

The process that the Board uses to grant option-based awards to executive officers, including the NEOs, and the factors that are taken into account when considering new grants under the Stock Option Plan, are based upon a number of criteria, including the performance of the executive officers, the number of stock options available for grant under the Stock Option Plan, the number of stock options anticipated to be required to meet the future needs of the Corporation, as well as the number of stock options previously granted to each of the NEOs. It is the full Board, as opposed to the Committee, which determines the need for any amendments to the Stock Option Plan and it is the full Board, by recommendation from the Committee which determines the number of stock option grants to be made under the Stock Option Plan. The CEO provides input and recommendations to the Board regarding the granting of stock options, from time to time. The CEO where appropriate, also obtains input from other executive officers of the Corporation when providing his input and recommendations. Other than as set out immediately

above, the grant of option-based awards is not determined based on benchmarks, performance goals or a specific formula.

RSU/DSU Plan

The RSU/DSU Plan is a “fixed” 10% security-based compensation plan that permits the granting of restricted share units (“**RSUs**”) and deferred share units (“**DSUs**”). The RSU/DSU Plan was most recently approved by the Shareholders of the Corporation on May 25, 2023 and the Corporation will be presenting the RSU/DSU Plan to the Shareholders for approval at the Meeting.

The following is a summary of the material terms of the RSU/DSU Plan. It is not a comprehensive discussion of all of the terms and conditions of the RSU/DSU Plan and is qualified in its entirety by reference to the full text of the RSU/DSU Plan which is attached as Schedule “B” to this Circular. Readers are advised to review the full text of the RSU/DSU Plan to fully understand all terms and conditions of the RSU/DSU Plan.

Purpose

The RSU/DSU Plan is intended to provide the Corporation with flexibility in designing various equity-based incentives to be awarded to the directors, employees, consultants and other persons or companies engaged to provide ongoing services to the Corporation and its affiliates, other than persons involved in investor relations activities relating to the Corporation, (each, an “**Eligible Person**”) to recognize and reward their significant contributions to the long-term success of the Corporation and to align their interests more closely with those of the Shareholders, as well as to bring the Corporation’s compensation policies in line with trends in industry practice. Pursuant to the RSU/DSU Plan, the Board (or a committee thereof) may grant RSUs and DSUs as incentive payments to Eligible Persons (each, a “**Grantee**”). The Board intends to use the awards of RSUs and DSUs (“**Awards**”) as part of the Corporation’s overall compensation plan and as an equity-based compensation mechanism that can minimize Shareholder dilution.

Administration

Under the RSU/DSU Plan, the Board may, at any time, appoint a committee to, among other things, interpret, administer and implement the RSU/DSU Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with the RSU/DSU Plan.

Eligibility to Participate

The Board (or a committee thereof) has the authority to designate the persons who are eligible to participate in the RSU/DSU Plan and to grant one or more Awards to Eligible Persons.

Granting of Awards

Subject to the adjustment provisions provided for in the RSU/DSU Plan and applicable rules and regulations of all regulatory authorities to which the Corporation is subject (including the TSXV), the maximum aggregate number of Shares that were reserved for issuance in connection with the awards granted under the RSU/DSU Plan is 7,735,922. As of April 10, 2024, there are 2,200,000 Shares reserved for issuance in connection with the awards granted under the RSU/DSU Plan and there remains for issuance under the RSU/DSU Plan, awards pursuant to which 5,535,922 Shares may be issued.

If any Award is cancelled in accordance with the terms of the RSU/DSU Plan or the agreements evidencing the grant, the Shares reserved for issue pursuant to such Award will, upon cancellation of such Awards, revert to the RSU/DSU

Plan and will be available for other Awards. Any Award that is settled through the issuance of Shares from treasury shall not be considered cancelled, and that number of Shares issued shall not be available for other Awards.

The issue of Awards to Grantees is subject to, among other things, the following restrictions:

- (a) the number of Shares which may be reserved for issue pursuant to the RSU/DSU Plan together with the Shares which may be reserved for issue pursuant to any other employee-related plan of the Corporation or options for services granted by the Corporation, including the Option Plan, to any one Eligible Person in any 12-month period may not exceed in the aggregate 5% of the number of Shares issued and outstanding on a non-diluted basis on the date of the grant of the Award unless the Corporation has received disinterested Shareholder approval;
- (b) the number of Shares which may be reserved for issue pursuant to the RSU/DSU Plan together with the Shares which may be reserved for issue pursuant to any other employee-related plan of the Corporation or options for services granted by the Corporation, including the Option Plan, to all insiders of the Corporation (as defined by applicable Canadian securities laws) (as a group) shall not exceed 10% of the number of Shares issued and outstanding on a non-diluted basis at any point in time unless the Corporation has received disinterested Shareholder approval;
- (c) the number of Shares which may be reserved for issue pursuant to the RSU/DSU Plan together with the Shares which may be reserved for issue pursuant to any other employee-related plan of the Corporation or options for services granted by the Corporation, including the Option Plan, to all insiders of the Corporation (as defined by applicable Canadian securities laws) (as a group) in any 12-month period may not exceed in the aggregate 10% of the number of Shares issued and outstanding on a non-diluted basis on the date of the grant of the Award unless the Corporation has received disinterested Shareholder approval; and
- (d) the number of Shares which may be reserved for issue pursuant to the RSU/DSU Plan together with the Shares which may be reserved for issue pursuant to any other employee-related plan of the Corporation, including the Option Plan, to any one consultant in any 12-month period may not exceed 2% of the number of Shares issued and outstanding on a non-diluted basis on the date of the grant of the Award.

Vesting of RSUs

The Board may determine the vesting schedule of any RSUs at the time of grant. Notwithstanding such determination and provided that no RSUs may vest within one year of the date of grant except in the event of the death of the Grantee or if the Grantee ceases to be an Eligible Person in connection with a Change of Control (as such term is defined in the RSU/DSU Plan), takeover bid, reverse takeover or similar transaction. In the event that the Grantee ceases to be an Eligible Person in connection with a Change of Control (as such term is defined in the RSU/DSU Plan), upon the death of the Grantee, in the case of eligible retirement of the Grantee, in the case of total disability of the Grantee or in the case of termination without cause of the Grantee by the Corporation (each, an "Accelerated Vesting Event"), (i) in the case of a Change of Control (as such term is defined in the RSU/DSU Plan) being the Accelerated Vesting Event, the Grantee's non-vested RSUs will immediately become 100% vested, (ii) in the case of eligible retirement or death being the Accelerated Vesting Event, a pro rata number of the unvested RSUs credited to the Grantee, based on the portion of the applicable vesting period that has been completed as of the date of the Accelerated Vesting Event will become immediately vested, or (iii) in the case of total disability being the Accelerated Vesting Event, a pro rata number of the unvested RSUs credited to the Grantee, based on the portion of the applicable vesting period that has been completed as of the date of the Accelerated Vesting Event will vest within 60 days following the date on which the Grantee is determined to be totally disabled.

If the Grantee's employment with the Corporation is terminated for any reason whatsoever other than death, total disability, eligible retirement or termination without cause by the Corporation, subject to the provisions of the

RSU/DSU Plan governing a Change of Control (as such term is defined in the RSU/DSU Plan), any non-vested RSUs granted thereunder will be immediately cancelled without liability or compensation therefor and be of no further force and effect. For clarity, where the Grantee voluntarily terminates his/her employment with the Corporation or is otherwise terminated by the Corporation for cause, all non-vested RSUs of the Grantee shall be immediately cancelled without compensation or liability therefor and be of no further force and effect.

The term of RSUs shall be determined by the Board on the date of the award of RSUs, provided that the term shall not exceed ten years from the date the RSUs are awarded. Each RSU outstanding and all rights thereunder shall expire at the expiry time determined by the Board, subject to earlier termination in accordance with the RSU/DSU Plan.

Vesting of DSUs

The Board may determine the vesting schedule of any DSUs at the time of grant. Notwithstanding such determination, no DSUs may vest within one year of the date of grant except in the event of the death of the Grantee or if the Grantee ceases to be an Eligible Person in connection with a Change of Control (as such term is defined in the RSU/DSU Plan), takeover bid, reverse takeover or similar transaction.

If the Grantee's employment with the Corporation is terminated for any reason whatsoever other than death, total disability, eligible retirement or termination without cause by the Corporation, subject to the provisions of the RSU/DSU Plan governing a Change of Control (as such term is defined in the RSU/DSU Plan), any non-vested DSUs granted thereunder will be immediately cancelled without liability or compensation therefor and be of no further force and effect. For clarity, where the Grantee voluntarily terminates his/her employment with the Corporation or is otherwise terminated by the Corporation for cause, all non-vested DSUs of the Grantee shall be immediately cancelled without compensation or liability therefor and be of no further force and effect.

Subject to the above, in the event of a Change of Control (as such term is defined in the RSU/DSU Plan), all non-vested DSUs of the Grantee will immediately become 100% vested.

Settlement of RSUs and DSUs

Payment to the Grantee to settle vested RSUs and DSUs will be made in respect of the number of vested RSUs and DSUs recorded in the Grantee's notional account (rounded down to the nearest whole number) in the form of (i) fully paid and non-assessable Shares issued from treasury, (ii) Shares purchased in the open market, (iii) a cash equivalent, or (iv) a combination of (i), (ii) and (iii). The decision as to the mode of payment shall be made by the Board in its sole discretion.

Vested RSUs will be settled as soon as reasonably practicable following the vesting thereof and in any event within 30 days thereof, but in no event later than December 31 of the third calendar year following the year in which the services giving rise to the Award were rendered. Vested DSUs will be settled as soon as reasonably practicable following the eligible retirement of a Grantee, the death of a Grantee or the time the Grantee otherwise ceases to hold office, and in any event within 30 days thereof. Notwithstanding any other provision of the RSU/DSU Plan, all amounts payable to, or in respect of a Grantee in respect of DSUs including, without limitation, the delivery of Shares, shall not be made prior to the date the Grantee ceases to be an Eligible Person and shall be paid or delivered on or before December 31 of the calendar year commencing immediately following the date the Grantee ceases to be an Eligible Person.

The settlement of Awards will be subject to payment or other satisfaction of all related withholding obligations in accordance with the provisions of the RSU/DSU Plan.

Transferability

Awards granted under the RSU/DSU Plan are non-transferable and non-assignable except upon the death of a Grantee.

Amendment and Termination of RSU/DSU Plan

The RSU/DSU Plan allows the Board to suspend or terminate the RSU/DSU Plan at any time. Subject to the terms of the RSU/DSU Plan and any applicable requirements of the TSXV, the Board has the right at any time to amend the RSU/DSU Plan, provided that the requisite Shareholder approval has been obtained by ordinary resolution. Notwithstanding the foregoing, Shareholder approval is not required for the amendments set out below:

- (a) amendments of a technical, clerical or “housekeeping” nature including, without limiting the generality of the foregoing, any amendments for the purpose of curing any ambiguity, error or omission in the RSU/DSU Plan or to correct or supplement any provision of the RSU/DSU Plan that is inconsistent with any other provision of the RSU/DSU Plan;
- (b) amendments necessary to comply with the provisions of applicable law and the applicable rules of the TSXV;
- (c) amendments necessary in order for the Awards to qualify for favourable treatment under the *Income Tax Act* (Canada) or under the United States Internal Revenue Code;
- (d) amendments respecting administration of the RSU/DSU Plan; and
- (e) any other amendment, whether fundamental or otherwise, not requiring Shareholder approval under applicable law or the rules of the TSXV.

Adjustments

Appropriate adjustments to the RSU/DSU Plan and to Awards granted thereunder will be made by the Corporation to give effect to adjustments in the number and type of Shares (or other securities or other property) resulting from subdivisions, consolidations, substitutions, or reclassifications of Shares, payment of stock dividends or other prescribed changes in the Corporation’s capital. Any such adjustment other than a Common Share consolidation or Common Share split shall be subject to approval of the TSXV. In the event of any merger, acquisition, amalgamation, arrangement or other scheme of reorganization that results in a Change of Control (as such term is defined in the RSU/DSU Plan), the Board may take whatever action with respect to the Awards outstanding that it deems necessary or desirable including accelerating the vesting date of Awards to the date which is immediately preceding the change of control. If approved by the Board prior to or within 30 days after such time as a Change of Control (as such term is defined in the RSU/DSU Plan) is deemed to have occurred, the Board has the right to require that all or any portion of the Awards be settled and discharged in cash based on the “cash value” of such Awards in lieu of settlement by issue of Shares.

Discretionary Bonus

The Corporation does not have a formal bonus plan but may, from time to time, award discretionary bonuses. The award of a bonus is determined, in all cases, by a recommendation by the Committee and then formal approval from the Board, and is not based on specific performance goals or specific criteria. Discretionary bonuses are intended to drive and reward current year results as well as to provide incentive for future performance.

Risks Associated with Compensation Policies and Practices

The Corporation's compensation program is designed to provide executive officers incentives for the achievement of near-term and long-term objectives, without motivating them to take unnecessary risk. As part of its review and discussion of executive compensation, the Committee assesses facts that discourage the Corporation's executives from taking unnecessary or excessive risk including: (i) the Corporation's operating strategy and related compensation philosophy; (ii) the effective balance, in each case, between cash and equity mix, near-term, and long-term focus, corporate and individual performance, and financial and non-financial performance; and (iii) the Corporation's approach to performance evaluation and compensation provides greater rewards to an executive officer achieving both short-term and long-term agreed upon objectives. Based on this review, the Committee believes that the Corporation's total executive compensation program does not encourage executive officers to take unnecessary or excessive risk.

Financial Instruments

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

Option-Based Awards

The process the Corporation follows in respect of the grant of option-based awards is set out under "Statement of Executive Compensation – Elements of the Compensation Program" above.

Share-Based Awards

The process the Corporation follows in respect of the grant of share-based awards is set out under "Statement of Executive Compensation – Elements of the Compensation Program" above.

Composition of the Corporate Governance, Nominating and Compensation Committee

The following table sets forth the name of each member of the Committee, whether they are independent and the relevant skills and experience of each member:

Member	Independent	Relevant Skills and Experience
Wade Felesky	Independent ⁽¹⁾	Mr. Felesky has a breadth of experience acquired throughout his business career in which he has addressed compensation matters for various companies' executive officers and directors.
Brian McGill	Independent ⁽¹⁾	Mr. McGill has a breadth of experience acquired throughout his business career which enables him to make effective decisions on the Corporation's compensation policies and practices.
Dean Swanberg	Independent ⁽¹⁾	Mr. Swanberg has a breadth of experience acquired throughout his business career in which he has addressed compensation matters for various companies' executive officers and directors.

Note:

(1) A member of the Committee is independent if the member has no direct or indirect material relationship with the Corporation which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment.

COMPENSATION OF NAMED EXECUTIVE OFFICERS

Summary Compensation Table

The following table sets forth all annual and long-term compensation information concerning the total compensation paid to the NEOs for each of the Corporation's three most recently completed financial years:

Name and principal position	Year	Salary (\$)	Share-based awards ⁽¹⁾ (\$)	Option-based awards ⁽²⁾ (\$)	Non-equity Incentive plans (\$)	All other compensation ⁽³⁾ (\$)	Total compensation (\$)
Todd Ziniuk ⁽⁴⁾ President and Chief Executive Officer	2023	345,577	174,000	---	150,000	63,995	733,572
	2022	300,000	---	---	150,000	28,068	478,068
	2021	247,154	---	---	60,000	13,536	320,690
Amin Ladha Chief Financial Officer	2023	240,000	116,000	---	120,000	20,749	496,749
	2022	240,000	---	---	120,000	20,797	380,797
	2021	186,300	---	---	50,000	21,082	257,382
James Leganchuk ⁽⁵⁾ Chief Revenue Officer	2023	240,000	116,000	---	120,000	13,499	489,510
	2022	240,000	---	---	120,000	28,127	388,127
	2021	179,595	---	---	50,000	31,245	260,840
Tony Ciarla ⁽⁶⁾ Executive Vice President	2023	240,000	116,000	---	120,000	20,749	496,749
	2022	87,231	---	81,415	40,000	8,382	217,028

Notes:

- RSUs are granted from time to time in accordance with the RSU/DSU Plan. The fair market value for the RSU grant to the NEOs in 2023 is based on \$0.58, which was the closing price of the Shares on the TSXV on the date of the RSU grant. RSUs vest equally over three years, the actual value realized upon the future vesting and payment of such awards may be greater or less than the grant date fair value indicated. Payment to the Grantee to settle vested RSUs and DSUs will be made in respect of the number of vested RSUs and DSUs recorded in the Grantee's notional account (rounded down to the nearest whole number) in the form of (i) fully paid and non-assessable Shares issued from treasury, (ii) Shares purchased in the open market, (iii) a cash equivalent, or (iv) a combination of (i), (ii) and (iii). The decision as to the mode of payment shall be made by the Board in its sole discretion.
- The Corporation has calculated the grant date fair value of the option awards under the Stock Option Plan granted to the NEOs using the Black-Scholes model. The Corporation chose this methodology because it is recognized as the most common methodology used for valuing stock options. During the financial year ended December 31, 2021, no stock options were granted to the NEOs. During the financial year ended December 31, 2022, stock options were granted at an exercise price of \$0.50. During the financial year ended December 31, 2023, no stock options were granted to the NEOs. The Black-Scholes assumptions relied upon by the Corporation in respect of stock options granted to the NEOs on August 18, 2022 were the following:

	<u>August 18, 2022</u>
Expected annual dividend	\$0.00
Expected volatility	153.7%
Risk free interest rate	3.27%
Expected life (years)	2.85

- All other compensation includes life insurance benefits and health care benefits paid on behalf of the executive and available under the Corporation's standard benefits package available to all employees. If applicable, it also includes vehicle allowances, phone allowances, and health club and golf club membership dues. Housing benefits for relocation to the United States in the amount of \$32,618 has been included for Mr. Ziniuk, with amounts paid in U.S. dollars converted to Canadian dollars using a currency exchange rate of \$1.3591 = US\$1.00. The value of perquisites and benefits for each of Messrs. Ladha, Leganchuk and Ciarla is less than 10% of each of the aforementioned NEO's total salary for the financial year ended December 31, 2023.
- Mr. Ziniuk's annual salary from January 1, 2023 to July 31, 2023 was \$300,000. From August 1, 2023, Mr. Ziniuk's salary was payable in United States dollars and set at US\$300,000 as he had relocated to the United States, which is equivalent to \$407,730 using a currency exchange rate of \$1.3591 = US\$1.00.
- Mr. Leganchuk was appointed Chief Revenue Officer on April 5, 2022. Prior to that, Mr. Leganchuk was the Chief Operating Officer from July 1, 2021 until April 4, 2022 and Vice President Operations from February 11, 2018 until June 30, 2021.
- Mr. Ciarla was appointed Executive Vice President on August 8, 2022 at an annual salary in 2022 of \$216,000. On January 1, 2023 Mr. Ciarla's annual salary was increased to \$240,000.

Incentive Plan Awards

Outstanding Share-Based and Option-Based Awards

The following table sets forth information in respect of all option-based and share-based awards outstanding at the end of the financial year ended December 31, 2023 to the NEOs of the Corporation:

Name	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying unexercised options ⁽¹⁾ (#)	Option exercise price ⁽²⁾ (\$)	Option Expiration date	Value of unexercised in-the-money options ⁽³⁾ (\$)	Number of shares or units of shares that have not vested (#) ⁽⁴⁾	Market or payout value of share-based awards that have not vested (\$) ⁽⁵⁾	Market or payout value of vested share-based awards not paid out or distributed (\$)
Todd Ziniuk	Nil	---	---	---	300,000	174,000	---
Amin Ladha	Nil	---	---	---	200,000	116,000	---
James Leganchuk	50,000 300,000	0.15 0.15	March 27, 2024 May 27, 2025	21,500 129,000	200,000	116,000	---
Tony Ciarla	200,000	0.50	August 17, 2027	16,000	200,000	116,000	---

Notes:

- (1) Options to purchase Shares.
- (2) Based on the market price defined in the Stock Option Plan which is the closing price on the TSXV of the Shares on the trading day prior to the date of grant.
- (3) Value is calculated based on the difference between the exercise price of the stock options and the closing price of the Shares of the Corporation on the TSXV on December 29, 2023, being \$0.58.
- (4) RSUs which may be settled in cash or Shares, or a combination of cash and Shares.
- (5) Market or payout value calculated by multiplying the number of unvested RSUs held at December 31, 2023 by the closing share price of the Shares of the Corporation on the TSXV on December 29, 2023, being \$0.58.

Value Vested or Earned During the Year

The following table sets forth the value of incentive plan awards which vested during the Corporation's financial year ended December 31, 2023 for each NEO:

Name	Option-Based awards – Value Vested During the Year ⁽¹⁾ (\$)	Share-Based Awards – Value Vested During the Year (\$) ⁽²⁾	Non-Equity Incentive Plan Compensation – Value Earned During the Year (\$)
Todd Ziniuk	Nil	Nil	150,000
Amin Ladha	Nil	Nil	120,000
James Leganchuk	43,000	Nil	120,000
Tony Ciarla	10,000	Nil	120,000

Notes:

- (1) Represents the aggregate dollar value that would have been realized if the vested-in-the-money stock options under the option-based award had been exercised on the vesting date in 2023 based on the difference between the closing market price on the TSXV of the Shares on the vesting date and the exercise price of the stock options held.
- (2) No RSUs vested in 2023.

Pension Plan Benefits

The Corporation does not have a pension plan or any other plan that provides for payments or benefits at, following or in connection with retirement. The Corporation does not have a deferred compensation plan.

Minimum Share Ownership for Executives Policy

The Board believes that the economic interests of the CEO, CFO, CRO and the EVP of Zedcor (“Executive Employees”) should be aligned with those of the Shareholders. To achieve this, on November 15, 2022, the Board approved minimum executive share ownership guidelines for the Executive Employees such that, beginning the later of: a) January 1, 2027; or b) five years from the date of their appointment as an Executive Employee, each Executive Employee is required to own stock in Zedcor as set forth below:

Title	Share Ownership Required
CEO	50% of annual base salary
CFO	25% of annual base salary
CRO	15% of annual base salary
EVP	15% of annual base salary

The current share ownership of the Executive Employees is as set forth below:

Name	Date Of Appointment	Shares Beneficially Owned April 10, 2024	Total Market Value of Shares Owned ⁽¹⁾ (\$)	Minimum Shareholding Requirements (\$)	Date to Meet Minimum Shareholding Requirements	Meets Requirements ⁽²⁾
Todd Ziniuk ⁽³⁾ President and CEO	July 1, 2019	1,830,000	1,793,400	178,558 ⁽³⁾	July 1, 2024	Yes
Amin Ladha CFO	April 10, 2020	436,700	427,966	60,000	April 10, 2025	Yes
James Leganchuk CRO	April 5, 2022	183,091	179,429	36,000	April 5, 2027	Yes
Tony Ciarla Executive Vice President	August 8, 2022	69,500	68,110	36,000	August 8, 2027	Yes

Notes:

- (1) Based on the April 10, 2024 closing share price on the TSXV of \$0.98 per Common Share.
- (2) The minimum share ownership requirement is met if the requisite value of the Shares to be owned by the Executive Employee is reached during the applicable period notwithstanding that the value of such Shares owned may subsequently fall below the minimum share ownership requirements due to a decrease in the market price of the Shares during the applicable period.
- (3) Mr. Ziniuk’s annual salary from January 1, 2023 to July 31, 2023 was \$300,000. From August 1, 2023, Mr. Ziniuk’s salary was payable in United States dollars and set at US\$300,000 as he had relocated to the United States, which is equivalent to \$407,730 using a currency exchange rate of \$1.3591 = US\$1.00.

Termination and Change of Control Benefits

As of December 31, 2023, the Corporation had entered into Employment agreements (“Agreements”) with Todd Ziniuk, President and Chief Executive Officer, Amin Ladha, Chief Financial Officer, Mr. Leganchuk, Chief Revenue Officer and Tony Ciarla, Executive Vice President, the terms of which continue until terminated in accordance with the provisions of the Agreements. The termination and change of control provisions in the Agreements are as follows:

Mr. Ziniuk	Mr. Ladha	Mr. Leganchuk	Mr. Ciarla
<i>Termination by Resignation</i> – Mr. Ziniuk shall provide the Corporation with 30 days’ notice of resignation and all salary and benefit programs cease at the end of the notice period.	<i>Termination by Resignation</i> – Mr. Ladha shall provide the Corporation with 30 days’ notice of resignation and all salary and benefit programs cease at the end of the notice period.	<i>Termination by Resignation</i> – Mr. Leganchuk shall provide the Corporation with 30 days’ notice of resignation and all salary and benefit programs cease at the end of the notice period.	<i>Termination by Resignation</i> – Mr. Ciarla shall provide the Corporation with 14 days’ notice of resignation and all salary and benefit programs cease at the end of the notice period.
<i>Termination Without Cause</i> – If Mr. Ziniuk’s employment is terminated without cause, the Corporation will make payment to Mr. Ziniuk of his base salary alone by way of salary continuance in accordance with its	<i>Termination Without Cause</i> – If Mr. Ladha’s employment is terminated without cause, the Corporation will make payment to Mr. Ladha of an amount equal to his base salary for a three (3) month period, less	<i>Termination Without Cause</i> – If Mr. Leganchuk’s employment is terminated without cause, the Corporation will make payment to Mr. Leganchuk of an amount equal to his base salary for a three (3)	<i>Termination Without Cause</i> – If Mr. Ciarla’s employment is terminated without cause, the Corporation will make payment to Mr. Ciarla of an amount equal to his base salary for a three (3) month period, less

Mr. Ziniuk	Mr. Ladha	Mr. Leganchuk	Mr. Ciarla
usual payroll schedule for a period of twelve (12) months.	applicable deductions required by law.	month period, less applicable deductions required by law.	applicable deductions required by law.
<i>Termination due to Death</i> – Mr. Ziniuk’s employment with the Corporation shall be deemed to have terminated upon his death. In this event, the Corporation would make a payment to his spouse equal to the remuneration earned, but not yet paid, up to the date of his death.	<i>Termination due to Death</i> – Mr. Ladha’s employment with the Corporation shall be deemed to have terminated upon his death. In this event, the Corporation would make a payment to his spouse equal to the remuneration earned, but not yet paid, up to the date of his death.	<i>Termination due to Death</i> – Mr. Leganchuk’s employment with the Corporation shall be deemed to have terminated upon his death. In this event, the Corporation would make a payment to his spouse equal to the remuneration earned, but not yet paid, up to the date of his death.	<i>Termination due to Death</i> – Mr. Ciarla’s employment with the Corporation shall be deemed to have terminated upon his death. In this event, the Corporation would make a payment to his spouse equal to the remuneration earned, but not yet paid, up to the date of his death.
<i>Termination upon Permanent Disability</i> – In the event that Mr. Ziniuk should suffer a permanent disability, his employment with the Corporation may be terminated upon providing him 60 days’ notice.	<i>Termination upon Permanent Disability</i> – Mr. Ladha’s employment agreement does not include this provision.	<i>Termination upon Permanent Disability</i> – Mr. Leganchuk’s employment agreement does not include this provision.	<i>Termination upon Permanent Disability</i> – Mr. Ciarla’s employment agreement does not include this provision.
<i>Termination for Just Cause</i> – The Corporation may terminate Mr. Ziniuk’s employment without notice for reasons of just cause. In this event, the Corporation would make a payment to Mr. Ziniuk equal to the remuneration earned, but not paid, up to the date of the termination of employment.	<i>Termination for Just Cause</i> – The Corporation may terminate Mr. Ladha’s employment without notice for reasons of just cause. In this event, the Corporation would make a payment to Mr. Ladha equal to the remuneration earned, but not paid, up to the date of the termination of employment.	<i>Termination for Just Cause</i> – The Corporation may terminate Mr. Leganchuk’s employment without notice for reasons of just cause. In this event, the Corporation would make a payment to Mr. Leganchuk equal to the remuneration earned, but not paid, up to the date of the termination of employment.	<i>Termination for Just Cause</i> – The Corporation may terminate Mr. Ciarla’s employment without notice for reasons of just cause. In this event, the Corporation would make a payment to Mr. Ciarla equal to the remuneration earned, but not paid, up to the date of the termination of employment.
<i>Termination due to Change of Control</i> – Mr. Ziniuk has the right, for a period of 90 days following any event causing a change of control, to elect to terminate his employment with the Corporation. In such an event, Mr. Ziniuk is entitled to receive a lump sum payment equal to his base salary for a twelve (12) month period, grossed up by ten (10%) percent, plus a lump sum amount in lieu of bonuses calculated as the greater of twenty-five (25%) percent of base salary or the average of the bonuses paid to Mr. Ziniuk in the previous three years, less applicable deductions required by law. Such a payment due to the occurrence of a change of control, as calculated at December 31, 2023, would amount to \$568,503 less applicable deductions required by law.	<i>Termination due to Change of Control</i> – Mr. Ladha has the right, for a period of 90 days following any event causing a change of control, to elect to terminate his employment with the Corporation. In such an event, Mr. Ladha is entitled to receive a lump sum payment equal to his base salary for a six (6) month period, grossed up by ten (10%) percent, plus a lump sum amount in lieu of bonuses calculated as the greater of twenty-five (25%) percent of base salary or the average of the bonuses paid to Mr. Ladha in the previous three years, less applicable deductions required by law. Such a payment due to the occurrence of a change of control, as calculated at December 31, 2023, would amount to \$228,667 less applicable deductions required by law.	<i>Termination due to Change of Control</i> – Mr. Leganchuk has the right, for a period of 90 days following any event causing a change of control, to elect to terminate his employment with the Corporation. In such an event, Mr. Leganchuk is entitled to receive a lump sum payment equal to his base salary for a six (6) month period, grossed up by ten (10%) percent, plus a lump sum amount in lieu of bonuses calculated as the greater of twenty-five (25%) percent of base salary or the average of the bonuses paid to Mr. Leganchuk in the previous three years, less applicable deductions required by law. Such a payment due to the occurrence of a change of control, as calculated at December 31, 2023, would amount to \$228,667 less applicable deductions required by law.	<i>Termination due to Change of Control</i> – Mr. Ciarla has the right, for a period of 90 days following any event causing a change of control, to elect to terminate his employment with the Corporation. In such an event, Mr. Ciarla is entitled to receive a lump sum payment equal to his base salary for a six (6) month period, grossed up by ten (10%) percent, plus a lump sum amount in lieu of bonuses calculated as the greater of twenty-five (25%) percent of base salary or the average of the bonuses paid to Mr. Ciarla in the previous three years, less applicable deductions required by law. Such a payment due to the occurrence of a change of control, as calculated at December 31, 2023, would amount to \$185,333 less applicable deductions required by law.

Pursuant to the Stock Option Plan, in the event of a change of control as provided for therein, outstanding stock options shall immediately vest and become exercisable by optionees. Pursuant to the RSU/DSU Plan, the Board may take whatever action with respect to the RSUs outstanding that it deems necessary or desirable including accelerating the vesting date of the RSUs to the date which is immediately preceding the change of control. If approved by the Board prior to or within 30 days after such time as a Change of Control (as such term is defined in the RSU/DSU Plan) is deemed to have occurred, the Board has the right to require that all or any portion of the RSUs be settled and discharged in cash based on the “cash value” of such Awards in lieu of settlement by issue of Shares. Other than the employment agreements referenced above, the Corporation does not have in place any other agreements or arrangements that provide for payments to the NEOs or the directors with respect to change of control, severance, termination or constructive dismissal of NEOs or directors.

The following table sets forth the estimated incremental payments and benefits that would be received by NEOs following a change of control of the Corporation, had such event occurred on December 31, 2023:

Name	Employment or Other Agreements (\$)	Stock Option Plan⁽¹⁾ (\$)	RSU Plan (\$)⁽²⁾	Total (\$)
Todd Ziniuk ⁽³⁾	568,503	Nil	174,000	741,503
James Leganchuk	228,667	Nil	116,000	344,667
Amin Ladha	228,667	Nil	116,000	344,667
Tony Ciarla	185,333	10,666	116,000	311,999

Notes:

- (1) Value is calculated based on the difference between the exercise price of unvested stock options subject to vesting upon the occurrence of a change of control and the closing price of the Shares on the TSXV (as defined below) on December 31, 2023, being \$0.58.
- (2) Value is calculated by multiplying the number of unvested RSUs held at December 31, 2023 by the closing share price on the Shares on the TSXV on December 29, 2023, being \$0.58.
- (3) Mr. Ziniuk's annual salary from January 1, 2023 to July 31, 2023 was \$300,000. From August 1, 2023, Mr. Ziniuk's salary was payable in United States dollars and set at US\$300,000 as he had relocated to the United States, which is equivalent to \$407,730 using a currency exchange rate of \$1.3591 = US\$1.00.

COMPENSATION OF DIRECTORS

Director Compensation

Director compensation is intended to provide an appropriate level of remuneration considering the experience, responsibilities, time requirement and accountability of their roles.

Effective January 1, 2021, an annual retainer for the non-management directors was set at \$15,000 per year, inclusive of all committee and board meeting fees. No additional annual retainers were set for the Chair of the Board, the Chair of the Audit Committee and the Chair of the Corporate Governance, Nominating and Compensation Committee. Miscellaneous out-of-pocket expenses incurred by the non-management directors in carrying out their duties are reimbursed by the Corporation.

Effective January 1, 2022 an annual retainer for the non-management directors was set at \$25,000 per year, inclusive of all committee and board meeting fees. The annual retainer for the Chair of the Board, the Chair of the Audit Committee and the Chair of the Corporate Governance, Nominating and Compensation Committee was set at \$10,000 in addition to the annual retainer paid to the non-management directors. Miscellaneous out-of-pocket expenses incurred by the non-management directors in carrying out their duties are reimbursed by the Corporation.

Director Compensation Table

Summary Compensation

The following table sets forth information in respect of all amounts of compensation provided to the directors of the Corporation for the financial year ended December 31, 2023:

Name	Fees Earned ⁽¹⁾ (\$)	Share-based awards (\$) ⁽²⁾	Option-based awards ⁽³⁾ (\$)	All other compensation (\$)	Total (\$)
Wade Felesky	35,000	159,500	Nil	Nil	194,500
Brian McGill	35,000	159,500	Nil	Nil	194,500
Dean Shillington	25,000	101,500	Nil	Nil	126,500
Dean Swanberg	35,000	159,500	Nil	Nil	194,500

Notes:

- (1) For additional information, please refer to the disclosure under "Compensation of Directors – Director Compensation".
- (2) DSUs are granted from time to time in accordance with the Corporation's RSU/DSU Plan. The fair market value for the DSU grant to the non-management directors in 2023 is based on \$0.58, which was the closing price of the Shares on the TSXV on the date of the DSU grant. DSUs vest equally over three years, the actual value realized upon the future vesting and payment of such awards may be greater or less than the grant date fair value indicated. For additional information, please refer to the disclosure under "Statement of Executive Compensation – RSU/DSU Plan – Settlement of RSUs and DSUs".
- (3) No stock options were granted to the directors in 2023.

Incentive Plan Awards

Outstanding Share-Based and Option-Based Awards

The following table sets forth information in respect of all option-based and share-based awards outstanding at the end of the Corporation's financial year ended December 31, 2023 to the directors of the Corporation:

Name	Option-Based Awards				Share-Based Awards		
	Number of securities underlying unexercised Options ⁽¹⁾ (#)	Option Exercise Price ⁽¹⁾ (\$)	Option expiration date	Value of unexercised in-the-money options ⁽³⁾ (\$)	Number of shares or units of shares that have not vested (#) ⁽⁴⁾	Market or payout value of share-based awards that have not vested ⁽⁵⁾ (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Wade Felesky	150,000	0.15	December 7, 2025	64,500	275,000	159,500	---
	150,000	0.305	August 24, 2026	41,250			
Brian McGill	75,000	0.15	December 7, 2025	32,250	275,000	159,500	---
Dean Shillington	75,000	0.15	December 7, 2025	32,250	175,000	101,500	---
Dean Swanberg	50,000	0.15	December 7, 2025	21,250	275,000	159,500	---

Notes:

- (1) Options to purchase Shares.
- (2) Based on the market price defined in the Stock Option Plan which is the closing price on the TSXV of the Shares on the trading day prior to the date of grant.
- (3) Value is calculated based on the difference between the exercise price of the stock options and the closing price of the Shares on the TSXV on December 29, 2023, being \$0.58.
- (4) DSUs which may be settled in cash or Shares, or a combination of cash and Shares.
- (5) Market or payout value calculated by multiplying the number of unvested DSUs held at December 31, 2023 by the closing share price of the Shares of the Corporation on the TSXV on December 29, 2023 being \$0.58.

Value Vested or Earned During the Year

The following table sets forth the value of incentive plan awards which vested during the financial year ended December 31, 2023. The directors of the Corporation did not receive non-equity incentive plan compensation.

Name	Option-based awards value vested during year (\$) ⁽¹⁾	Share-based awards – value vested during the year (\$) ⁽²⁾
Wade Felesky	42,250	Nil
Brian McGill	12,250	Nil
Dean Shillington	12,250	Nil
Dean Swanberg	12,250	Nil

Notes:

- (1) Represents the aggregate dollar value that would have been realized if the vested-in-the-money stock options under the option-based award had been exercised on the vesting date in 2023 based on the difference between the closing market price on the TSXV of the Shares on the vesting date and the exercise price of the stock options held.
- (2) No DSUs vested in 2023.

Minimum Share Ownership for Non-Management Directors

The Board believes that the economic interests of non-management directors of Zedcor should be aligned with those of Shareholders. On November 16, 2021, the Board approved minimum share ownership guidelines for the non-management directors be set effective January 1, 2022 so that each non-management director be required to own shares in Zedcor equivalent to three times the base annual retainer paid to such director effective January 1, 2022 within 45 days outside of a trading blackout period from January 1, 2022, or within 45 days outside of a trading blackout period that the director was elected or appointed.

For clarity, effective January 1, 2022, the base annual retainer for non-management directors, was set at \$25,000, therefore the current non-management directors will be required to own shares in Zedcor with a value of \$75,000 of market value or cost of purchase to meet the minimum shareholding requirement in the time period set forth above.

The minimum share ownership requirement is met if the requisite value of the Shares to be owned by the non-management director is reached before or during the applicable period notwithstanding that the value of such Shares owned may subsequently fall below the minimum share ownership requirements due to a decrease in the market price of the Common Shares during the applicable period.

Name	Date Elected or Appointed to the Board	Shares Beneficially Owned at April 10, 2024	Total Market Value of Shares Owned ⁽¹⁾ (\$)	Minimum Shareholding Requirements (\$)	Meets Requirements ⁽²⁾
Wade Felesky	September 17, 2020	494,500	484,610	75,000	Yes
Brian McGill	June 19, 2018	220,000	215,600	75,000	Yes
Dean Shillington	April 27, 2017	6,508,435	6,378,266	75,000	Yes
Dean Swanberg	April 27, 2017	21,500,000	21,070,000	75,000	Yes

Notes:

- (1) Based on April 10, 2024 closing share price on the TSXV of \$0.98 per Common Share.
- (2) The minimum share ownership requirement is met if the requisite value of the Shares to be owned by the non-management director is reached before or during the applicable period notwithstanding that the value of such Shares owned may subsequently fall below the minimum share ownership requirements due to a decrease in the market price of the Shares during the applicable period.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides details as at December 31, 2023 with respect to all compensation plans of the Corporation under which equity securities of the Corporation are authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected herein)
Equity compensation plans approved by security holders	4,750,000 ⁽¹⁾	\$0.44 ⁽²⁾	9,861,786 ⁽³⁾
Equity compensation plans not approved by security holders	Nil	N/A	N/A
Total	4,750,000	\$0.44	9,861,786

Notes:

- (1) As at December 31, 2023, the Corporation had 2,450,000 Options, 1,300,000 RSUs and 1,000,000 DSUs issued and outstanding.
- (2) Based on a weighted-average exercise price of \$0.30 for Options, a weighted-average grant price of \$0.59 for RSUs and a weighted-average grant price of \$0.58 for DSUs.
- (3) The aggregate number of Shares that may be reserved for issuance under the Stock Option Plan shall not exceed 10% of the Corporation's issued and outstanding Common Shares. As at December 31, 2023, the Corporation had 74,208,925 Shares issued and outstanding, leaving 4,970,893 Shares remaining available for issuance under the Stock Option Plan. As at December 31, 2023, the aggregate number of Common Shares that may be reserved for issuance in connection with the Awards granted under the RSU/DSU Plan was 7,190,892 (being 10% of the issued and outstanding Shares at the time of implementation). As at December 31, 2023, the Corporation had 4,890,892 Shares remaining available for issuance under the RSU/DSU Plan. As at April 10, 2024, the Corporation had 5,885,922 Shares available for issuance under the Stock Option Plan and 5,535,922 Shares available for issuance under the RSU/DSU Plan.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No individual who is a proposed director, a current or former director, executive officer or employee of the Corporation or any subsidiary, or any associate thereof is, or at any time since the beginning of the most recently completed financial year has been, indebted to the Corporation or any of its subsidiaries or was indebted to another entity, which such indebtedness is, or was at the time during the most recently completed financial year of the Corporation, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation or any of its subsidiaries.

MANAGEMENT CONTRACTS

There are no management functions of the Corporation that are to any substantial degree performed by a person or company other than the directors or executive officers (or private companies controlled by them, either directly or indirectly) of the Corporation.

AUDIT COMMITTEE

Under National Instrument 51-102 *Continuous Disclosure Obligations*, the Corporation is required to include in its Circular the disclosure required under Form 52-110F2 with respect to its Audit Committee, including the composition of the Audit Committee, the text of its Audit Committee Charter and the fees paid to the external auditor. The text of its Audit Committee Charter is attached hereto as Schedule "C".

Composition of the Audit Committee

During the year ended December 31, 2023 the Audit Committee of the Corporation was composed of the following individuals:

Brian McGill	Independent ⁽¹⁾	Financially literate ⁽²⁾
Wade Felesky	Independent ⁽¹⁾	Financially literate ⁽²⁾
Dean Shillington	Independent ⁽¹⁾	Financially literate ⁽²⁾

Notes:

- (1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Corporation which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment.
- (2) An individual is financially literate if he has the ability to read and understand a set of financial statements that present a breadth of complexity of accounting issued that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.

Relevant Education and Experiences

Mr. McGill is the Chair of the Audit Committee. Mr. McGill has been a Partner at Stawowski McGill since 2009 and with the firm since 2000. Stawowski McGill provides advisory services, which includes corporate finance, structure, leadership and culture, to growing businesses primarily in the oil and gas services and manufacturing sector. Prior thereto, Mr. McGill was the Chief Financial Officer of a private group of oil services companies from 1993 to 2000, which was built up then sold to a large Canadian drilling contractor. Mr. McGill is a CPA, CA and has over 30 years of practical experience in corporate growth, acquisition strategies, and financial management of local and foreign subsidiaries in the US, South America, and the Caribbean.

Mr. Felesky was appointed Chair of the Board of the Corporation on June 1, 2021 and is currently the President of New Stratus Energy Inc., an international oil and gas company. Prior thereto, Mr. Felesky was the head of Investment Banking at Laurentian Bank Securities Inc. having joined the firm in 2016 as Head of Oil & Gas Investment Banking. Previously he was Co-Head of Energy Investment Banking at GMP Securities L.P. Mr. Felesky has over 20 years of Investment Banking and business experience. He has a wealth of experience in all aspects of corporate finance, and has advised and acted for both domestic and international issuers.

Mr. Shillington has a breadth of experience as President, Chief Executive Officer and Founder of Knightsbridge Capital Group which provides specialized lending, equity and advisory solutions since 2007 and as Chief Executive Officer of Maynbridge Capital Corp. since March 2013. He holds a degree in Finance and Marketing from the University of Saskatchewan. Mr. Shillington serves on the board of directors of a number of private companies which operate in the industrial, consumer services and charitable sectors.

Audit Committee Oversight

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

Reliance on Certain Exemptions

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on the exemption in Section 2.4 of NI 52-110, the exemptions in subsections 6.1.1(4) to (6) of NI 52-110, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee Charter requires that the Audit Committee review and pre-approve any engagements for non-audit services to be provided by the external auditor or its affiliates, together with estimated fees, and consider the impact on the independence of the external auditor.

External Auditor Service Fees

The following table provides information about fees paid to MNP and its affiliates for professional services rendered by MNP, Zedcor external auditor for the financial period January 1, 2023 to and including December 31, 2023.

Period Ended	Audit Fees ⁽¹⁾	Audit Related Fees	Tax Fees	All Other Fees
Financial Period ended December 31, 2023	\$80,250	---	\$2,100	---
Financial Period ended December 31, 2022	\$65,000	--	--	--

Note:

(1) The aggregate audit fees billed and accrued.

Exemption

The Corporation is relying on the exemption provided in Section 6.1 of NI 52-110 pertaining to reporting obligations under NI 52-110.

CORPORATE GOVERNANCE

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”), sets out a series of guidelines for effective corporate governance. The guidelines address matters such as the composition and independence of corporate boards, the functions to be performed by boards and their committees, and the effectiveness and education of board members. Each reporting issuer, such as the Corporation, must disclose on an annual basis and in the prescribed form, the corporate governance practices that it has adopted. The following is the Corporation’s required annual disclosure of its corporate governance practices in accordance with Form 58-101F2 – *Corporate Governance Disclosure (Venture Issuers)*.

Board of Directors

The board of directors of the Corporation (the “**Board**”) is currently made up of four (4) members, each of whom is nominated for re-election as a director at the Meeting along with one (1) additional director nominee. The Board has concluded that each nominee is well qualified to serve on the Corporation’s Board. The nominees have the relevant expertise essential to ensure appropriate strategic direction and oversight of management. Each director nominee has confirmed his eligibility and willingness to serve as a director if elected. All the individuals who are elected as directors will have their terms of office expire at the next annual meeting of the Corporation, or until successors are elected or such directors resign.

The Board considers that Wade Felesky, Brian McGill, Dean Shillington and Dean Swanberg are independent director nominees according to the definition of “independence” as set out in Section 1.4 of National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”) as it applies to the Board. Todd Ziniuk, Chief Executive Officer of the Corporation, and a director nominee is not considered independent as he is a member of management. Based on the foregoing, the Board has determined that four (4) of the five (5) director nominees are independent.

Directorships

Mr. Felesky is a director of New Stratus Energy Inc. None of the remaining director nominees are also directors of other reporting issuers (or the equivalent) in a jurisdiction or a foreign jurisdiction.

Orientation and Continuing Education

The Corporation has not developed a formal orientation program for new directors. However, the Corporation provides each new director with copies of the mandates for the Board and each committee of the Board, as well as position descriptions for the Chair of the Board, the Chair of each committee of the Board and the Chief Executive Officer as well as copies of the Corporation's Communication and Social Media Policy and the Corporation's Code of Business Conduct and Ethics, which is available on SEDAR+ at www.sedarplus.ca. Board meetings also include presentations by Zedcor's management team to give directors additional insight into the Corporation's business. In addition, in order to provide continuing education to the directors, the Board has instructed the Corporate Secretary of the Corporation to provide the directors with updates from time to time, with respect to new regulatory developments which may be of interest to the Board.

Ethical Business Conduct

The Corporation has adopted a written Code of Business Conduct and Ethics (the "Code"). Reasonable steps are taken to monitor compliance with the Code by requiring directors and officers to sign a written acknowledgment that they have read the Code. The Code applies to the Corporation's directors, officers and employees, each of whom is expected to ensure that his or her behaviour accords with the letter and the spirit of the Code. The Board is responsible for reviewing departures from the Code by executive officers, management, employees and consultants, reviewing and either providing or denying waivers from the Code, and disclosing any waivers that are granted in accordance with applicable law. The Board encourages and promotes an overall culture of ethical business conduct by promoting compliance with applicable laws, rules and regulations; providing guidance to directors, officers and employees to help them recognize and deal with ethical issues; promoting a culture of open communication, honesty and accountability; and ensuring awareness of disciplinary action for violations of ethical business conduct. The Board, through the Audit Committee Chair, also receives reports of all financial or accounting and other appropriate issues raised through the Corporation's anonymous toll-free whistleblower hotline. The Board also has a Communications and Social Media Policy which regulates the manner in which material information is determined and disseminated.

Nomination of Directors

A core responsibility of the Corporate Governance, Nominating and Compensation Committee is to identify prospective Board members, consistent with Board-approved criteria, and to recommend such individuals as nominees for election to the Board at each annual meeting of shareholders or to fill vacancies on the Board. For the Corporate Governance, Nominating and Compensation Committee to recommend an individual for Board membership, candidates are assessed on their individual qualifications, experience and expertise and must exhibit the highest degree of integrity, professionalism, values and independent judgement. The Corporate Governance, Nominating and Compensation Committee and the Board do not adhere to any quotas in determining Board membership. The Corporate Governance, Nominating and Compensation Committee believes that the Board should be comprised of directors with a broad range of experience and expertise which are necessary for the Board to carry out its mandate effectively, allowing the Corporate Governance, Nominating and Compensation Committee to identify criteria that a new candidate for the Board should possess. Before making a recommendation on a new director candidate to the Board, the Chair of the Corporate Governance, Nominating and Compensation Committee will meet with the candidate to discuss the candidate's interest and ability to devote the time and commitment required to serve on the Corporation's Board.

The Corporation's Corporate Governance, Nominating and Compensation Committee is currently comprised of three directors, being Dean Swanberg (Chair) - independent; Wade Felesky - independent and Brian McGill – independent. "Independent" refers to the standards of independence set forth within Section 1.4 of NI 52-110.

Compensation

The Board has established a Corporate Governance, Nominating and Compensation Committee which is responsible to review and make recommendations to the Board regarding the adequacy and form of the compensation for the Corporation's officers and directors. The Corporate Governance, Nominating and Compensation Committee is currently comprised of three directors, being Dean Swanberg (Chair) - independent, Wade Felesky – independent and Brian McGill – independent. "Independent" refers to the standards of independence set forth within Section 1.4 of NI 52-110.

The skills and experience of each Corporate Governance, Nominating and Compensation Committee member in executive compensation that is relevant to his responsibilities and the making of decisions on the suitability of the Corporation's compensation policies and practices are as follows:

Dean Swanberg	Mr. Swanberg has a breadth of experience acquired throughout his business career in which he addressed compensation matters for various companies' executive officers and directors.
Wade Felesky	Mr. Felesky has a breadth of experience acquired throughout his business career which enables him to make effective decisions on the Corporation's compensation policies and practices.
Brian McGill	Mr. McGill has a breadth of experience acquired throughout his business career in which he has addressed compensation matters for various companies' executive officers and directors.

Compensation is determined in the context of the Corporation's goals, shareholder returns and other achievements, and considered in the context of position descriptions, goals and the performance of each individual director and officer. With respect to compensation matters, the Corporate Governance, Nominating and Compensation Committee's tasks include: (a) annually recommending objectives and performance criteria applicable to the Board, each director, the Chair of the Board, the Chair of each committee of the Board and the Chief Executive Officer; (b) making recommendations to the Board regarding the amount and form of compensation to award the directors, the Chair of the Board and the Chair of each committee of the Board; (c) making recommendations to the independent members of the Board regarding the amount and form of compensation to award the Chief Executive Officer; (d) reviewing and making recommendations to the Board regarding proposals for the compensation of executive officers and management; (e) reviewing and making recommendations regarding all incentive and equity-based compensation plans and all proposed grants of securities under such plans; and (f) reviewing and making recommendations regarding employee benefit and retirement plans. The compensation of directors and officers of competitors and peers is considered, to the extent information thereon is publicly available, in determining compensation.

For a detailed discussion of the compensation of the directors of the Corporation, see the discussion under "*Statement of Executive Compensation – Compensation Discussion and Analysis*".

The Corporate Governance, Nominating and Compensation Committee annually recommend the compensation to be received by the Corporation's directors and officers.

Other Board Committees

As of the date hereof, there are no other standing Board committees.

Assessments

The Board has no formal process in place to assess the effectiveness of the Board, its committees and the contribution of each individual director. The contributions of individual directors are informally monitored by other board members, bearing in mind the business strength of the individual and the purpose of originally nominating the individual to the Board. The Board monitors the adequacy of information given to directors, communication between the Board and management, and the strategic direction and processes of the Board and its committees. The Board believes its corporate governance practices are appropriate and effective for the Corporation, given its size and operations. Zedcor's corporate governance practices allow the Corporation to operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

The Corporation is not aware of any material interest, direct or indirect, of any "informed person" of the Corporation, any proposed director of the Corporation or any associate or affiliate of any "informed person" or proposed director, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

For the purposes of the above, "informed person" means: (a) a director or executive officer of the Corporation; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Corporation; (c) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of the Corporation or who exercises control or direction over voting securities of the Corporation or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Corporation after having purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

There are potential conflicts of interest to which the directors and officers of the Corporation may be subject in connection with the operations of the Corporation. Some of the directors and officers of the Corporation are engaged and will continue to be engaged in other business opportunities on their own behalf and on behalf of other corporations and situations may arise where such directors and officers will be in competition with the Corporation. Individuals concerned shall be governed in any conflicts or potential conflicts by applicable law and internal policies of the Corporation.

INTERESTS OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

No person who has been a director or executive officer of the Corporation at any time since the commencement of the last completed financial year of the Corporation ended December 31, 2023, no nominee for election as a director of the Corporation, and no associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than each proposed nominee in connection with the election of directors, the approval of the Stock Option Plan and the approval of the RSU/DSU Plan as such individuals may be entitled to receive awards under the Stock Option Plan and the RSU/DSU Plan, all as further described herein. See "*Matters to be Considered at the Meeting – Election of Directors*", "*Matters to be Considered at the Meeting – Approval of the Stock Option Plan*" and "*Matters to be Considered at the Meeting – Approval of the RSU/DSU Plan*."

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available under the Corporation's profile on the SEDAR+ website at www.sedarplus.ca. Financial information relating to the Corporation is provided in the Corporation's comparative financial statements and management's discussion and analysis ("**MD&A**") for the year ended December 31, 2023.

Shareholders may contact the Corporation to request copies of the financial statements and MD&A by contacting the Corporate Secretary of the Corporation at 300, 151 Canada Olympic Road SW, Calgary, Alberta T3B 6B7, or by accessing the Corporation's website at www.zedcor.ca.

DIRECTORS APPROVAL

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

DATED at Calgary, Alberta, Canada as of the 12th day of April, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "Jan M. Campbell"

Jan M. Campbell, Corporate Secretary

SCHEDULE "A"

STOCK OPTION PLAN ZEDCOR INC.

INCENTIVE STOCK OPTION PLAN

1. INTERPRETATION

In this Plan (including this clause), unless there is something in the subject or context inconsistent therewith, words importing the singular number includes the plural and vice versa, words importing the masculine gender includes the feminine and neuter genders and the expressions following have the following meanings, respectively:

- (a) **"Affiliate"** has the meaning ascribed to that term in section 2 of Policy 1.1 of the Exchange;
- (b) **"Associate"** has the meaning ascribed thereto in the Securities Act;
- (c) **"Board"** means the Board of Directors of the Corporation;
- (d) **"Code"** means the United States Internal Revenue Code of 1986, as amended from time to time;
- (e) **"Committee"** means a committee of Directors appointed by the Board as contemplated by Clause 3 hereof;
- (f) **"Common Share"** means a voting common share in the capital stock of the Corporation as constituted at October 1, 2011, and, after any adjustments pursuant to Clause 7 hereof, means the shares or other securities or property which, as a result of such adjustments and all prior adjustments pursuant to Clause 7, the holders of Options are then entitled to receive on the exercise thereof;
- (g) **"Consultant"** means an individual or company other than an employee or a director of the Corporation that is engaged to provide on an ongoing basis consulting, technical or management or other services to the Corporation under a written contract and spends a significant amount of time and attention on the affairs of the Corporation such that they are knowledgeable about the business and affairs of the Corporation; with respect to Consultants in the United States, the Consultant must be a natural person and the services provided by the Consultant shall not be in connection with the offer or sale of securities in a capital-raising transaction, and do not directly or indirectly promote or maintain a market for the Corporation's securities;
- (h) **"Corporation"** means Zedcor Inc. and any successor or continuing corporation resulting from any form of corporate reorganization;
- (i) **"Early Termination Date"** means, in respect of any Option, 5:00 p.m. (Calgary time) on the date that an Option terminates prior to the Normal Expiry Date;
- (j) **"Exchange"** means the TSX Venture Exchange;
- (k) **"Expiry Date"** means the Normal Expiry Date or the Early Termination Date, as the case may be;
- (l) **"Insider"** has the meaning ascribed thereto in the Securities Act;
- (m) **"Investor Relations Activities"** has the meaning ascribed to that term in section 1.2 of Policy 1.1 of the Exchange;

- (n) **“ISO”** means an incentive stock option qualifying under Section 422 of the Code;
- (o) **“Management Company Employee”** has the meaning ascribed to that term in section 1 of Policy 4.4 of the Exchange;
- (p) **“Market Price”** at any date and in respect of an Option, means:
 - (i) where the Common Shares are not listed and posted for trading on a stock exchange, the value conclusively determined in good faith by the Board or Committee, as the case may be, on the Option Date; or
 - (ii) where the Common Shares are listed and posted for trading on a stock exchange, either:
 - A. the closing price of the Common Shares on the principal stock exchange on which they are traded on the last business day preceding the Option Date; or
 - B. if the Common Shares did not trade on the last business day preceding the Option Date, the average of the bid and ask prices in respect of the Common Shares at the close of trading on such date on the principal stock exchange on which the Common Shares are listed and posted for trading;
- (q) **“Nonqualified Stock Option”** means an option that is not an ISO;
- (r) **“Normal Expiry Date”** means, in respect of any Option, 5:00 p.m. (Calgary time) on the date determined by the Corporation and specified in the particular Option Agreement on which the Option would normally terminate, which date may not be later than five years after the Option Date;
- (s) **“Option”** means a right to purchase Common Shares pursuant to the Plan and an Option Agreement, and for U.S. Taxpayers may be an ISO or a Nonqualified Stock Option;
- (t) **“Option Agreement”** means an agreement entered into between the Corporation and a Participant pursuant to which an Option is granted to a Participant and which contains such provisions not inconsistent with the Plan as the Board or the Committee may determine;
- (u) **“Option Date”** means the date on which an Option is granted by the Corporation to a Participant which for greater certainty is the date on which the grant of the Option is approved by the Board or the Committee, as the case may be;
- (v) **“Option Shares”** means the Common Shares which a Participant is entitled to purchase under an Option whether or not the rights to purchase all such Common Shares have vested in and to the Optionee;
- (w) **“Optionee”** means a Participant who has entered into an Option Agreement with the Corporation;
- (x) **“Participant”** means, on any date, a person who is at least one of the following:
 - (i) a person who is bona fide regularly employed by the Corporation or one of its subsidiaries on that date;
 - (ii) an officer of the Corporation or one of its subsidiaries on that date;
 - (iii) a director of the Corporation or one of its subsidiaries on that date;

- (iv) a bona fide Management Company Employee or bona fide Consultant or advisor to the Corporation or one of its subsidiaries on that date; or
- (v) to a corporation, the shares of which are wholly owned by a person described in subclause (i), (ii), (iii) or (iv);
- (y) **"Plan"** means the Corporation's 10% rolling "Incentive Stock Option Plan" embodied herein, as from time to time amended;
- (z) **"Prior Plan"** means the Unit Option Plan of Canadian Equipment Rental Fund Limited Partnership effective May 12, 2005, as amended by Amendment No. 1 effective September 21, 2010;
- (aa) **"Purchase Price"** means the purchase price of Option Shares under an Option Agreement determined as provided in subclause 6(b) of this Plan;
- (bb) **"RSU/DSU Plan"** means the 10% fixed restricted share unit and deferred share unit compensation plan of the Corporation;
- (cc) **"Securities Act"** means the Securities Act (Alberta), as amended;
- (dd) **"Security Based Compensation"** has the meaning ascribed to that term in section 1 of Policy 4.4 of the Exchange; and
- (ee) **"U.S. Taxpayer"** means a Participant whose Options awarded under the Plan are subject to U.S. federal income taxation under the Code.

2. PURPOSE OF THE PLAN

The purpose of the Plan is to develop the interest of Optionees in the growth and development of the Corporation by providing such persons with the incentive and opportunity to acquire an increased proprietary interest in the Corporation and to better enable the Corporation and its subsidiaries to attract and retain persons of desired experience and ability.

In addition to the Plan, the Corporation has a 10% fixed RSU/DSU Plan for all other Security Based Compensation of the Corporation, other than Options.

3. ADMINISTRATION, PARTICIPANTS AND ALLOTMENTS

- (a) The Board will administer the Plan. The Board may at any time or from time to time delegate to a Committee the responsibility for administering the Plan or elements thereof. The Board, or the Committee if so empowered, will determine from time to time those Participants to whom Options should be granted, the Normal Expiry Date, the number of Common Shares which should be optioned from time to time to any Participant, the Purchase Price and such other terms and conditions of the Option Agreement, not inconsistent with the Plan, as the Board or the Committee in its discretion may determine. The Board or the Committee may prescribe rules and regulations relating to the Plan and any Options granted hereunder and may approve the form and content and prescribe the use of such forms of applications, directions, powers of attorney, and other documents or instruments, either generally or in specific cases, as may be deemed necessary or advisable, for the grant or issuance of Options under the Plan and for the proper administration and operation of the Plan. The Board or the Committee will review the Plan from time to time with a view to making revisions to it, granting additional Options and, in the case of the Committee, making appropriate recommendations to the Board. Nothing contained in the Plan or in any resolution adopted or to be adopted by the Board or by the Committee constitutes an Option

hereunder. An Option granted by the Board or the Committee to a Participant pursuant to the Plan is subject to, and is of no force and effect until, the execution and delivery of, an Option Agreement by both the Corporation and such Participant. The Corporation and the Participant will ensure and confirm that the Participant is eligible for participation in the Plan.

- (b) The Corporation is responsible for all costs of administration of the Plan.
- (c) The implementation of the Plan, the grant or exercise of any Options pursuant to the Plan and, from time to time, the operation and administration of the Plan is subject to receipt by the Corporation of all necessary approvals, advance rulings, exemptions or registrations required or deemed advisable under applicable law or regulatory policy including without limiting the generality of the foregoing, Exchange approval and all necessary approvals or registrations required by any and all stock exchanges upon which the Common Shares are listed and posted for trading.
- (d) The Board or the Committee, as the case may be, may at any time and subject to regulatory, Exchange and shareholder approvals, as applicable:
 - (i) discontinue or terminate the Plan; or
 - (ii) amend or revise the terms and conditions of the Plan and any outstanding Options granted under the Plan,

provided that no such action adversely affects any Options previously granted under the Plan or the rights of Optionees in respect of those Options without the prior written consent or agreement of those Optionees. Disinterested shareholder approval will be obtained for any reductions in the exercise price or extending the term of Options held by Insiders.

4. COMMON SHARES SUBJECT TO PLAN

- (a) The Corporation reserves for issuance that number of Common Shares equal to 10% of the Corporation's issued and outstanding Common Shares from time to time, for the purposes of issuance pursuant to the exercise of outstanding Options granted to the Participants pursuant to the Plan as at the date of any Option grant. In no event may the number of Option Shares issued under the Plan exceed the total number of Common Shares reserved for issuance hereunder.
- (b) the maximum aggregate number of Common Shares pursuant to all Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the Issued Shares of the Corporation at any point in time (unless the Corporation has obtained the requisite disinterested Shareholder approval).
- (c) the maximum aggregate number of Common Shares of the Corporation that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the issued and outstanding Common Shares of the Corporation, calculated as at the date any Security Based Compensation is granted or issued to any Insider (unless the Corporation has obtained the requisite disinterested Shareholder approval).
- (d) the maximum aggregate number of Common Shares of the Corporation that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Participant must not exceed 5% of the Common Shares of the Corporation, calculated as at the date any Security Based Compensation is granted or issued to the Participant, (unless the Corporation has obtained the requisite disinterested Shareholder approval).

- (e) the maximum aggregate number of Common Shares of the Corporation that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to any one Consultant of the Corporation (or any of its subsidiaries) must not exceed 2% of the issued and outstanding Common Shares of the Corporation, calculated as at the date any Security Based Compensation is granted or issued to any Consultant.
- (f) the number of Option Shares that may be reserved for allotment to all Participants employed to provide Investor Relations Activities pursuant to Options in any 12 month period must not exceed 2% of the issued and outstanding Common Shares. Options granted to Participants performing Investor Relations Activities will contain vesting provisions such that vesting occurs over at least 12 months with no more than ¼ of the Options vesting in any 3 month period and a condition that such Options will expire 30 days after the Optionee ceases to be employed to provide Investor Relations Activities.

For the purposes hereof, the number of issued and outstanding Common Shares is determined as the number of Common Shares that are issued and outstanding immediately prior to a proposed grant of Options excluding Common Shares issued pursuant to share compensation arrangements during the preceding one-year period.

5. PARTICIPATION VOLUNTARY

Participation in the Plan by a Participant is entirely voluntary and does not affect the Participant's employment or continued retainer by, or other engagement with, the Corporation or its subsidiaries. None of the Plan or any Options granted under the Plan of itself gives any Participant the right to continue to be an employee, officer, director or consultant of the Corporation or any subsidiary thereof. None of the terms and conditions governing the Option are affected by any change in the Optionee's employment by or engagement with the Corporation so long as the Optionee continues to be a Participant.

6. CERTAIN TERMS OF OPTION AGREEMENTS

In order to constitute a valid Option granted under this Plan, the Optionee and the Corporation must enter into an Option Agreement in the form acceptable to the Board or the Committee, as the case may be.

An Option Agreement may, in respect of any Option, specify a number or percentage of Option Shares that the Participant may exercise in any specified period, year or number of years. In addition, Option Agreements are deemed to contain the following provisions with respect to the exercise of Options under the Plan:

- (a) An Option under the Plan is only exercisable for a minimum of 100 Common Shares at any one time.
- (b) The Purchase Price must not be less than the Market Price. Upon exercise of the Option, the Purchase Price must be paid in full in respect of those Option Shares being acquired in Canadian funds by cash, certified cheque or bank draft payable to or to the order of the Corporation at the time of exercise.
- (c) Each Option terminates on its Normal Expiry Date, Options must expire within a reasonable period following a Participant ceasing to be an eligible Participant, (maximum of 12 months), but subject always to the provisions of subclause 6(d) of this Plan.
- (d) If, after the Option Date and on or before the exercise in full of the Option or the Normal Expiry Date, the Optionee ceases to be a Participant:

- (i) by reason of the Optionee's permanent physical or mental disability, or death, then such Optionee's Option may be exercised to purchase the total number of Option Shares not previously purchased by the Optionee whether or not the rights to purchase some or all of those Option Shares have previously vested in and are exercisable by the Optionee as at the date of such ceasing to be a Participant, provided such exercise occurs at any time on or before the earlier of the Normal Expiry Date and the date that is 90 days after the date the Optionee ceases to be a Participant due to such permanent physical or mental disability, or death. Thereafter, the Option and all unexercised rights to acquire Option Shares thereunder cease and expire and are of no further force and effect. For greater certainty but without limiting the generality of the foregoing, if the Optionee is deemed to be an employee of the Corporation pursuant to a medical or disability plan of the Corporation or a subsidiary thereof, the Optionee is deemed to be an employee for the purpose of the Plan and the Option; or
- (ii) by reason of the Optionee's office, directorship or employment or services agreement with the Corporation terminating or ending otherwise than by reason of permanent physical or mental disability, or death or termination with or without notice or entitlement to a period of notice of such termination or compensation in lieu thereof, then such Optionee's Option may be exercised to purchase the total number of Option Shares not previously purchased by the Optionee but only to the extent that rights to purchase Option Shares have vested in and are exercisable by the Optionee as at the date of such ceasing to be a Participant, provided such exercise occurs at any time on or before the earlier of the Normal Expiry Date and the date that is 21 days after the date the Optionee ceases to be a Participant due to the termination or ending of the Participant's office, directorship or employment or services agreement. Thereafter, the Option and all unexercised rights to acquire Option Shares thereunder, whether or not such rights have vested to and in favour of the Optionee, cease and expire and are of no further force and effect; or
- (iii) by reason of the Optionee's termination without notice or entitlement to a period of notice of such termination or compensation in lieu thereof, the Optionee may exercise the Option to purchase Option Shares not previously purchased by the Optionee but only to the extent that rights to purchase Option Shares have vested in and are exercisable by the Optionee as at the date of such ceasing to be a Participant, provided that such exercise occurs at any time on or before the earlier of the Normal Expiry Date and the date that the Optionee ceases to be a Participant. Thereafter, the Option and all unexercised rights to acquire Option Shares thereunder, whether or not such rights have vested to and in favour of the Optionee, cease and expire and are of no further force and effect; or
- (iv) by reason of the termination of an Optionee who is not a U.S. Taxpayer and such Optionee is entitled to reasonable notice of termination or compensation in lieu thereof, or by reason of the termination of a U.S. Participant by the Corporation without cause, then:
 - A. the Optionee may exercise the Option to purchase Option Shares not previously purchased by the Optionee but only to the extent that rights to purchase Option Shares have vested in and are exercisable by the Optionee on or before the date of such ceasing to be a Participant, provided that such exercise occurs at any time on or before the earlier of the Normal Expiry Date and:
 - (1) where the Optionee who is not a U.S. Taxpayer is given a reasonable period of notice prior to termination, the date the Optionee ceases to be a Participant; or

- (2) where the Optionee who is not a U.S. Taxpayer is paid compensation in lieu of reasonable notice of termination, or where the Optionee is a U.S. Taxpayer, the date that is 21 days after the Optionee ceases to be a Participant; and

B. the Optionee is not entitled:

- (1) to further time to exercise the Option during such reasonable notice period or during such specific notice period; or
- (2) to compensation in lieu thereof by way of general damages, or special damages, whether in contract, tort or otherwise.

Thereafter, the Option and all unexercised rights to acquire Option Shares thereunder, whether or not such rights have vested to and in favour of the Optionee, cease and expire and are of no further force and effect.

- (e) With respect to subclause 6(d)(i), the rights under the Option exercisable after the death or disability of the Optionee, as therein specified, may be exercised by the person or persons to whom the Optionee's rights under the applicable Option Agreement pass by will or applicable law or, if no such person has such right, by the deceased or disabled Optionee's legal representatives.
- (f) An Optionee has no rights whatsoever as a shareholder in respect of any of the Option Shares (including any right to receive dividends or other distributions therefrom or thereon) other than in respect of Common Shares in respect of which the Optionee has exercised his Option to purchase thereunder, which the Optionee has actually taken up and paid for, and which have been duly issued to the Optionee and are outstanding as fully paid and non-assessable Common Shares.

7. CHANGES IN STOCK

In the event:

- (a) of any change or proposed change in the Common Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise;
- (b) of any issuance, dividend or distribution to all or substantially all the holders of Common Shares of any shares, securities, property or assets of the Corporation other than in the ordinary course;
- (c) that any rights are granted to holders of Common Shares to purchase Common Shares at prices materially below fair market value; or
- (d) that as a result of any recapitalization, merger, consolidation or otherwise the Common Shares are converted into or exchangeable for any other shares or securities;

then in any such case:

- (e) subject to any applicable prior approval of the Exchange, the Board will proportionately adjust the number of Option Shares available for Options, the number of Option Shares covered by outstanding Options, the securities or other property that may be acquired upon the exercise of an Option and the price per Option Share in such Option, or one or more of the foregoing, to prevent substantial dilution or enlargement of the rights granted to, or available for, Optionees/Participants; and

- (f) the Board, in its discretion, may determine that:
 - (i) all or any part of the unexercised and unvested outstanding Options granted under the Plan vest and are exercisable on a date specified by the Board and the unexercised and unvested portion of such Options are thereupon deemed to have been vested and are exercisable on and after the date so specified in respect of any and all Option Shares for which the Optionee has not exercised the Option (notwithstanding that an Option Agreement states that those Options are exercisable only during a later period or year); or
 - (ii) such Options may be exercisable for a limited period of time only and, if so, the Board will determine such period of time, and such determination or limitation, once made or set, is deemed to be incorporated into the applicable Option Agreement(s).

8. TAKEOVER BID

Notwithstanding the terms of any Option Agreement and Clause 6 of this Plan:

- (a) where an unsolicited Offer for the Common Shares is made, all unexercised and unvested outstanding Options granted under the Plan vest and become immediately exercisable in respect of any and all Option Shares for which the Optionee has not exercised the Option (notwithstanding that an Option Agreement states that those Options are exercisable only during a later period or year); or
- (b) where an Offer for the Common Shares (other than an unsolicited Offer) is made, the Board may by resolution and subject to regulatory approval, including Exchange approval, accelerate the unexpired portions of any outstanding Options so that any unexercised and unvested Options granted under the Plan vest and become exercisable on such terms as the Board so determines (notwithstanding that an Option Agreement states that those Options are exercisable only during a later period or year).

For the purposes hereof, "Offer" means an offer made generally to the holders of the Corporation's voting securities in one or more jurisdictions to acquire, directly or indirectly, voting securities of the Corporation and which is in the nature of a "takeover bid" as defined in the Securities Act and, where the Common Shares are listed and posted for trading on a stock exchange, not exempt from the formal bid requirements of the Securities Act. For the purposes hereof, an "unsolicited Offer" means an Offer in respect of which neither the Board nor management of the Corporation solicited, sought out, or otherwise arranged for the offeror party to make such Offer. Any Option remaining unexercised following the earlier of the withdrawal of such Offer and the expiry of such Offer in accordance with its terms again becomes vested or unvested subject to the original terms of the Option Agreement as if the Offer had not been made.

9. SALE OF ASSETS OR CHANGE IN CONTROL

Notwithstanding the terms of any Option Agreement and Clause 6 of this Plan, if:

- (a) the Corporation sells or otherwise disposes of all or substantially of its assets; or
- (b) any person who does not hold more than 20% of the issued and outstanding Common Shares acquires more than 20% of the outstanding Common Shares without the prior consent of the Board, in any way other than by way of takeover bid (which circumstance is addressed in Clause 8 of this Plan),

all unexercised, unvested and outstanding Options granted under the Plan vest and are immediately exercisable in respect of any and all Option Shares for which the Optionee has not exercised the Option (notwithstanding that an Option Agreement states that those Options are exercisable only during a later period or year). The Board, in its discretion, may determine whether such Options may be exercisable for a limited period of time only and, if so, the Board will determine such period of time and such determination or limitation, once made or set, is deemed to be incorporated into the applicable Option Agreement(s).

10. COMMON SHARES FULLY PAID AND NON-ASSESSABLE

All Common Shares issued upon the exercise of any Option are to be issued as fully paid and non-assessable Common Shares.

11. CONDITIONS OF ISSUANCE OF SHARES

- (a) If at any time the Board or Committee (as the case may be) determines, in its discretion that:
- (i) the registration or qualification of the Common Shares which are the subject of any Option Agreement upon, or the consent or approval of, any securities exchange or any stock exchange upon which the Common Shares are listed;
 - (ii) the registration or qualification under any laws of Canada or any Province thereof or of the United States or any state thereof or the consent or approval of any regulatory authority thereof;
 - (iii) evidence (in form and content satisfactory to the Board) of the investment intent of the Optionee; or
 - (iv) an undertaking of the Optionee as to the sale or disposition of such Option Shares that may purchased pursuant to an Option Agreement to the effect that such Option Shares once purchased are not to be traded by the Optionee for a specified period of time,

is necessary or desirable as a condition of the issuance of any Option Shares pursuant to any Option Agreement, then the issuance of any Common Shares is not to be made unless and until such registration, qualification, consent, approval, evidence or undertaking has been effected or obtained free of any condition not acceptable to the Board or Committee.

- (b) Any trade by the Optionee in any Common Shares issued to the Optionee pursuant to the Plan including, without limiting the generality of the foregoing, any sale or disposition for valuable consideration, and any transfer, pledge or encumbrance of any Common Shares issued to an Optionee pursuant to the Plan, is subject to such regulatory approvals and other restrictions under applicable securities laws and regulatory policies as may be required at the time of such trade, including Exchange approval. Accordingly, the Corporation makes no representation as to the ability of any Optionee to trade in such Common Shares.
- (c) The Corporation cannot assure a profit or protect the Optionee against a loss on the Common Shares purchased under the Plan. The Corporation assumes no responsibility relating to any tax liability of the Optionee by reason of the exercise of any Option or any subsequent trade.

12. U.S. TAXPAYERS

- (a) Certain Provisions for U.S. Taxpayers. In the case of a Participant who is a U.S. Taxpayer, Options may only be awarded to such Participant to the extent the Participant performs direct services to (A) the Corporation or any entity (other than the Corporation), in an unbroken chain of

corporations (or other entities) beginning with the Corporation, in which each of the corporations (or other entities) other than the last corporation or other entity in the unbroken chain owns, directly or indirectly, equity representing at least 50% of the voting power of all classes of equity entitled to vote or at least 50% of the value of all classes of equity in one of the other corporations (or other entities) in such chain, or (B) an entity that otherwise qualifies as an eligible issuer of service recipient stock pursuant to United States Treasury Regulation Section 1.409A-1(b)(5)(iii)(E)(1). Options granted under this Plan to U.S. Taxpayers may be Nonqualified Stock Options or ISOs. Each Option shall be designated in the Option Agreement as either an ISO or a Nonqualified Stock Option, and if no designation is made, the Option will be a Nonqualified Stock Option. The Corporation shall not be liable to any Participant or to any other Person if it is determined that an Option intended to be an ISO does not qualify as an ISO.

- (b) ISOs. The aggregate number of Shares reserved for issuance in respect of ISOs shall not exceed 7,735,922. The terms and conditions of any ISOs granted to a U.S. Taxpayer, including the eligible recipients of ISOs, shall be subject to the provisions of Section 422 of the Code, and the terms, conditions, limitations and administrative procedures established by the Board or Committee from time to time in accordance with this Plan. At the discretion of the Board or Committee, ISOs may be granted to any employee of the Corporation, or of a “subsidiary corporation”, as such term is defined in Sections 424(f) of the Code. No ISOs may be granted more than ten (10) years after the earlier of (i) the date on which the Board adopts the Plan or the most recent amendment and restatement of the Plan, or (ii) the date on which the shareholders of the Corporation approve the Plan or such most recent amendment and restatement of the Plan. An ISO may be exercised during the Participant’s lifetime only by such the Participant. An ISO may not be transferred, assigned, pledged, hypothecated or otherwise disposed of by the Participant, except by will or by the laws of descent and distribution.
- (c) ISO Term and Exercise Price; Grants to 10% Shareholders. Notwithstanding anything to the contrary in this Plan, the term of an ISO shall not exceed ten (10) years, and the exercise price of an ISO shall be not less than one hundred percent (100%) of the Market Price on the applicable grant date; provided, however, that if an ISO is granted to a person who owns shares representing more than 10% of the voting power of all classes of shares of the Corporation or of a “parent corporation” or “subsidiary corporation”, as such terms are defined in Section 424(e) and (f) of the Code, on the Option Date, the term of the ISO shall not exceed five years from the time of grant of such ISO and the Exercise Price shall be at least 110% of the Market Price of the Shares subject to the ISO.
- (d) \$100,000 Per Year Limitation for ISOs. To the extent the aggregate Market Price (determined as of the date of grant of the ISO) for which ISOs are exercisable for the first time by any person during any calendar year (under all plans of the Corporation) exceeds \$100,000, such excess ISOs shall be treated as non-qualified stock options.
- (e) Disqualifying Dispositions. Each person awarded an ISO under this Plan shall notify the Corporation in writing immediately after the date he or she makes a disposition or transfer of any Option Shares acquired pursuant to the exercise of such ISO if such disposition or transfer is made (i) within two years from the date of grant or (ii) within one year after the date such person acquired the Shares. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the person in such disposition or other transfer. The Corporation may, if determined by the Board or Committee and in accordance with procedures established by it, retain possession of any Shares acquired pursuant to the exercise of an ISO as agent for the applicable person until the end of the later of the periods described in (i) or (ii) above, subject to complying with any instructions from such person as to the sale of such Shares.

- (f) ISO Status Following Termination of Employment. An ISO shall be exercisable in accordance with its terms under the Plan and the applicable Option Agreement or certificate awarding the ISO. The following limitation will not expand the period during which an ISO is exercisable beyond what is specified in the Plan or Option Agreement. Rather, it is a statement that to the extent an Option otherwise would be exercisable by its terms after the expiration of the time period below, then if not exercised within the period below such ISO would lose its treatment as an ISO for U.S. federal income tax purposes and would be automatically converted to a Nonqualified Stock Option. If an ISO is not exercised within the time periods below, but the Option otherwise would remain exercisable following such time periods pursuant to the terms of the Option Agreement, then, following the expiration of the time periods below without exercise, the ISO will be converted to a non-qualified stock option.
- (i) If a Participant who has been granted an ISO ceases to be an employee for any reason other than the death or disability (within the meaning of Code Section 22(e)) of such Participant, such ISO must be exercised (to the extent such ISO was exercisable on the date of termination) by such Participant within three months following the date of termination (but in no event beyond the Expiry Date of such ISO).
- (ii) If a Participant who has been granted an ISO ceases to be an employee due to the disability of such Participant (within the meaning of Code Section 22(e)), such ISO must be exercised (to the extent it is exercisable by its terms) by the date that is one year following the date of such disability, but in no event beyond the Expiry Date of such ISO.
- (iii) For purposes of this Section 12(f), the employment of a Participant who has been granted an ISO will not be considered interrupted or terminated upon (a) sick leave, military leave or any other leave of absence approved by the Corporation that does not exceed ninety (90) days in the aggregate; provided, however, that if reemployment upon the expiration of any such leave is guaranteed by contract or applicable law, such ninety (90) day limitation will not apply, or (b) a transfer from one office of the Corporation (or of any parent or subsidiary of the Corporation as defined in Code Sections 424(e) and (f)) to another office of the Corporation (or of any such parent or subsidiary) or a transfer between the Corporation and any such parent or subsidiary.
- (g) Shareholder Approval for ISO Purposes. In the event the Plan is not approved by the shareholders of the Corporation in accordance with the requirements of Section 422 of the Code within twelve (12) months of the date of adoption of the Plan (or the date of any later restatement of the Plan that adds or changes ISO provisions requiring shareholder approval), Options otherwise designated as ISOs will be Nonqualified Stock Options.
- (h) Section 409A of the Code.
- (i) This Plan will be construed and interpreted to be exempt from, or where not so exempt, to comply with Section 409A of the Code to the extent required to preserve the intended tax consequences of this Plan. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A of the Code, it is intended that the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A of the Code, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A of the Code. The Corporation reserves the right to amend this Plan to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of this Plan in light of Section 409A of the Code. In no event will the Corporation or any of its subsidiaries or Affiliates be liable for any tax, interest or penalties that may be imposed

on a Participant under Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

- (ii) All terms of the Plan that are undefined or ambiguous must be interpreted in a manner that complies with Section 409A of the Code, if necessary, to comply with Section 409A of the Code.

13. ACCOUNTS AND STATEMENTS

The Corporation will maintain records indicating the number of Options granted to each Optionee and the number of Options exercised under the Plan. Upon written request from an Optionee, the Corporation will furnish to that Optionee a statement indicating the number of Options held on his behalf.

14. RESTRICTION ON TRANSFER

The Options granted to an Optionee are personal and non-assignable and any rights in regard thereto cannot be transferred or assigned except upon the death of the Optionee as provided for in the Plan.

15. INTERPRETATION, AMENDMENT AND DISCONTINUANCE

The Board may interpret the Plan, prescribe, amend or rescind rules and regulations relating to it, and make all other determinations necessary or advisable for its administration. In the event of a conflict between the terms of the Plan and an Option Agreement, the terms of the Plan prevail. The Board may from time to time alter, suspend or discontinue the Plan provided that such alteration, suspension or discontinuance does not, except as specifically noted in this Plan or the Option Agreement, alter or impair any Option such Optionee may have under any Option Agreement previously executed and delivered by the Corporation and such Optionee. Any amendment to this Plan is subject to receipt of any necessary regulatory approvals, including Exchange approval, and any amendment required by applicable law or regulatory policy to be approved by shareholders does not become effective until so approved. Subject to the foregoing provisions of this Clause, the Board may terminate the Plan at any time and, upon such termination, any outstanding Option remains exercisable in accordance with its terms as specified herein and in the Option Agreement.

16. WAIVER

No waiver by the Corporation of any term of this Plan or any breach thereof by an Optionee is effective or binding on the Corporation unless the same is expressed in writing and any waiver so expressed does not limit or affect its rights with respect to any other or future breach.

17. NOTICES

The manner of giving notices to the Corporation or to an Optionee is to be specified in the Option Agreement with such Optionee.

18. GENERAL

- (a) This Plan and each Option granted under the Plan are to be governed by and construed in accordance with the laws of the Province of Alberta and any Option Agreement entered into pursuant to the Plan is to be treated in all respects as an Alberta contract.
- (b) The Corporation or any Affiliate may withhold from any amount payable to the Optionee, either under the Plan or otherwise, such amount as may be necessary so as to ensure that the Corporation or any Affiliate will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or that any other required

deductions are paid or otherwise satisfied, at the minimum statutory rate. The Corporation may require an Optionee, as a condition to the exercise of an Option, to pay or reimburse the Corporation for any such withholding (at the minimum statutory rate) or other required deduction amounts related to such exercise.

- (c) Nothing contained herein restricts or limits or is deemed to restrict or limit the rights or powers of the Board in connection with any allotment and issuance of shares in the capital stock of the Corporation which are not reserved for issuance hereunder.
- (d) The Plan and any Option Agreement entered into pursuant hereto enure to the benefit of and are binding upon the Corporation, its successors and assigns. The interest of any Optionee hereunder or under any Option Agreement is not transferable or alienable by the Optionee either by assignment or in any other manner whatsoever and, during his lifetime, is vested only in him, but, subject to the terms hereof and of the Option Agreement, enures to the benefit of and is binding upon the legal personal representatives of the Optionee.

19. APPLICATION TO OUTSTANDING OPTIONS

The Plan shall govern all outstanding options previously granted by Canadian Equipment Rental Fund Limited Partnership under the Prior Plan on and after the date of approval of the Plan by the Board and upon receipt from each holder of outstanding options granted under the Prior Plan of an agreement agreeing and acknowledging that their outstanding options granted under the Prior Plan are subject to the Plan, but in all other respects still subject to the same terms and conditions applicable on the initial date of grant thereof under the Prior Plan.

SCHEDULE "B"
ZEDCOR INC.
(the "Corporation")
RESTRICTED SHARE UNIT AND
DEFERRED SHARE UNIT PLAN

1. Purpose

The purpose of this RSU/DSU Plan is to advance the interests of the Corporation by encouraging directors, officers, employees and consultants of the Corporation to receive equity-based compensation and incentives, thereby (i) increasing the proprietary interests of such Persons in the Corporation, (ii) aligning the interests of such Persons with the interests of the Corporation's shareholders generally, (iii) encouraging such Persons to remain associated with the Corporation, and (iv) furnishing such Persons with additional incentive in their efforts on behalf of the Corporation. The Board also contemplates that through the RSU/DSU Plan, the Corporation will be better able to compete for and retain the services of the individuals needed for the continued growth and success of the Corporation.

The Corporation has a 10% rolling Stock Option Plan in addition to this RSU/DSU Plan. This RSU/DSU Plan is a 10% fixed plan for all other Security Based Compensation of the Corporation, other than Options.

2. Definitions

For purposes of this RSU/DSU Plan, the following terms shall have the meaning set forth below:

- (a) **"Act"** means the *Business Corporations Act* (Alberta), or its successor, as amended, from time to time.
- (b) **"Affiliate"** has the meaning ascribed to that term in section 2 of Policy 1.1 of the TSXV.
- (c) **"Associate"** has the meaning ascribed to that term in section 1.2 of Policy 1.1 of the TSXV.
- (d) **"Awards"** means, collectively, Restricted Share Units and Deferred Share Units.
- (e) **"Board"** means the board of directors of the Corporation.
- (f) **"Cash Equivalent"** means the Fair Market Value multiplied by the number of vested Awards in the Participant's notional account on the settlement date of the applicable Awards.
- (g) **"Change of Control"** has the meaning ascribed to that term in section 1.2 of Policy 1.1 of the TSXV.
- (h) **"Code"** means the United States Internal Revenue Code of 1986, as amended from time to time.
- (i) **"Committee"** means the Board, or if the Board so determines in connection with section 3 hereof, the committee of the Board authorized to administer the RSU/DSU Plan, which shall consist of not less than three (3) members of the Board.
- (j) **"Company"** means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual.
- (k) **"Consultant"** means an individual (other than a director, senior officer, Employee or Management Company Employee of the Corporation or an Affiliate of the Corporation) or Company, that:

- (i) is engaged to provide, on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to an Affiliate of the Corporation, other than (A) services provided in relation to a “distribution” (as that term is defined in the *Securities Act* (Alberta)), or (B) services provided in connection with the offer or sale of securities in a capital-raising transaction, or services that directly or indirectly promote or maintain a market for the Corporation’s securities;
 - (ii) provides the services under a written contract between the Corporation or an Affiliate of the Corporation and the individual or the Corporation, as the case may be;
 - (iii) 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 an Affiliate of the Corporation;
 - (iv) has a relationship with the Corporation or an Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation; and
 - (v) notwithstanding anything to the contrary herein, in the case of a Consultant located or resident in the United States of America, any of its territories or possessions, any state of the United States or the District of Columbia, such Consultant must be a natural person.
- (l) **“Control”** means, with respect to any Person, the possession, directly or indirectly, severally or jointly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.
 - (m) **“Corporation”** means Zedcor Inc., a corporation existing under the Act, and includes any successor corporation thereof.
 - (n) **“Deferred Share Units”** means a right designated as a “deferred share unit”, granted in accordance with section 6 hereof, to receive Shares or the Cash Equivalent thereof in accordance with the terms set forth herein.
 - (o) **“Disability”** means a physical injury or mental incapacity of a nature which the Committee determines prevents or would prevent the Grantee from satisfactorily performing the substantial and material duties of his or her position with the Corporation.
 - (p) **“Disinterested Shareholder Approval”** means that the proposal must be approved by a majority of the votes cast at the shareholders’ meeting other than votes attaching to securities beneficially owned by Insiders and their Associates to whom Shares may be issued pursuant to this RSU/DSU Plan.
 - (q) **“Effective Date”** means the date as of which an Award shall take effect, provided that the Effective Date shall not be a date prior to the date the Granting Authority determines an Award shall be made and, unless otherwise specified by the Granting Authority, the Effective Date will be the date the Granting Authority determines an Award shall be made.
 - (r) **“Eligible Person”** means, from time to time, any director, senior officer, Employee or Management Company Employee of the Corporation or an Affiliate of the Corporation, any Consultant and any Permitted Assign, other than Persons involved in Investor Relations Activities relating to the Corporation.

- (s) **“Eligible Retirement”** means, if determined by the Granting Authority in its sole discretion, termination of service, under circumstances as shall constitute retirement for age as determined by the Granting Authority or in accordance with the written policies established by the Granting Authority as they may be amended or revised from time to time.
- (t) **“Employees”** means:
- (i) an individual who is considered an employee under the ITA (such as an individual for whom income tax, employment insurance and Canadian Pension Plan deductions must be made at the source) of the Corporation or any Affiliate;
 - (ii) an individual who works full-time for the Corporation or any Affiliate thereof providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any Affiliate thereof over the details and methods of work as an employee of the Corporation or any Affiliate thereof, but for whom income tax deductions are not made at the source; or
 - (iii) an individual who works for the Corporation or any Affiliate thereof on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any Affiliate thereof over the details and methods of work as an employee of the Corporation or any Affiliate thereof, but for whom income tax deductions are not made at the source.
- (u) **“Exchange”** means the TSXV or such other stock exchange where the Shares are listed for trading as at the relevant time.
- (v) **“Fair Market Value”** means, as of any date, the value of a Share determined as follows: (i) if the Shares are listed and posted for trading on the TSXV, the volume weighted average trading price of the Shares on the TSXV calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding such date; (ii) if the Shares are not listed and posted for trading on the TSXV, but are listed and posted for trading on another Exchange, the closing sales price for such Shares as quoted on such Exchange for the last trading day prior to such date, or if no such sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in such source the Board deems reliable; (iii) if the Shares are not listed and posted for trading on any Exchange, but are quoted on a national market or other quotation system, the closing sales price for such Shares for the last trading day prior to such date, or if no such sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in such source the Board deems reliable; and (iv) if there is no established market for the Shares, such value as determined by the Board in its sole discretion.
- (w) **“Grant Date”** means the date on which an Award is granted to a Participant.
- (x) **“Granting Authority”** means the Board, the Committee or other committee, as applicable, that is charged with exercising the powers and responsibility as to a specific matter in question affecting this RSU/DSU Plan or an Award.
- (y) **“Insiders”** has the same meaning ascribed to that term in section 1.2 of Policy 1.1 of the TSXV.
- (z) **“Investor Relations Activities”** has the same meaning ascribed to that term in section 1.2 of Policy 1.1 of the TSXV.

- (aa) **"ITA"** means the *Income Tax Act* (Canada) and any regulations thereunder as amended from time to time.
- (bb) **"Management Company Employee"** means an individual employed by a Person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person involved in Investor Relations Activities relating to the Corporation.
- (cc) **"Option"** means an option granted in accordance with the terms of the Stock Option Plan to purchase a Share.
- (dd) **"Participants"** or **"Grantees"** means those individuals to whom Awards have been granted from time to time under the RSU/DSU Plan.
- (ee) **"Permitted Assign"** means for a person that is a director, senior officer, Employee, Management Company Employee or Consultant of the Corporation or any of its Affiliates, a holding entity (as defined in National Instrument 45-106) of the Person or a registered retirement savings plan, registered retirement income fund, or tax-free savings account of the Person.
- (ff) **"Person"** means a Company or an individual.
- (gg) **"Restricted Period"** means the period established by the Granting Authority with respect to an Award during which the Award either remains subject to forfeiture or is not exercisable by the Participant (including as a result of a blackout period applicable to the Participant).
- (hh) **"Restricted Share Unit"** means a right designated as a "restricted share unit", granted in accordance with section 6 hereof, to receive Shares or the Cash Equivalent thereof in accordance with the terms set forth herein.
- (ii) **"RSU/DSU Plan"** means this 10% fixed Restricted Share Unit and Deferred Share Unit Plan, as amended and restated from time to time.
- (jj) **"Security Based Compensation"** has the meaning ascribed to that term in section 1 of Policy 4.4 of the TSXV.
- (kk) **"Separation from Service"** means a separation from service under Section 409A of the Code.
- (ll) **"Shareholder Approval Date"** means the date on which this RSU/DSU Plan is approved by the shareholders of the Corporation.
- (mm) **"Shares"** means the common shares of the Corporation, as adjusted in accordance with the provisions of section 9 hereof.
- (nn) **"Stock Option Plan"** means the Corporation's stock option plan as it exists on the date hereof and as may be amended from time to time.
- (oo) **"Termination"** means: (i) in the case of an Employee, the termination of the employment of the Employee with or without cause by the Corporation or an Affiliate or the cessation of employment of the Employee with the Corporation or an Affiliate, other than the Eligible Retirement, of the Employee; and (ii) in the case of a Consultant, the termination of the services of the Consultant by the Corporation or any Affiliate.
- (pp) **"TSXV"** means the TSX Venture Exchange.

- (qq) **“TSXV Hold Period”** means the day that is four months and one day after the date of granting of the Award.
- (rr) **“U.S. Taxpayer”** means a Participant who, with respect to an Award, is subject to taxation under the Code.
- (ss) **“Vested”** or **“Vesting”** means, with respect to an Award, that the applicable conditions established by the Granting Authority or this RSU/DSU Plan have been satisfied or, to the extent permitted under the RSU/DSU Plan, waived, whether or not the Participant’s rights with respect to such Award may be conditioned upon prior or subsequent compliance with any confidentiality, non-competition or non-solicitation obligations.

3. Administration

- (a) **Powers of the Board and the Committee.** Subject to and consistent with the terms of the RSU/DSU Plan, applicable law and applicable rules of the Exchange, and subject to the provisions of any charter adopted by the Board with respect to the powers, authority and operation of the Committee (as amended from time to time), the Board will have the general power to administer the RSU/DSU Plan in accordance with its terms (including all powers specified in clause 3(a)(ii) hereof) and make all determinations required or permitted to be made, provided, however, that the Board may delegate all or any portion of such powers to the Committee or to other committees and provided, further, that with respect to Awards of the Corporation’s executive officers, the Committee shall have such powers as are set forth in clause 3(a)(i) hereof.
 - (i) **Specific Provisions Concerning Delegation of Authority to the Committee.** In addition to any authority of the Committee specified under any other terms of the RSU/DSU Plan, and notwithstanding any other provision herein to the contrary, insofar as Awards under the RSU/DSU Plan are to be made to executive officers, the Committee will make recommendations to the Board with respect to Awards.

The foregoing shall not limit the Board in delegating any other powers to the Committee or in delegating any or all determinations or other powers with respect to certain types of Awards, including the full power to make Awards and to exercise the other powers set forth in clause 3(a)(ii) hereof and the other powers granted herein to the Granting Authority.

- (ii) **Specific Powers of the Granting Authority.** Without limiting the lead-in paragraph of subsection 3(a) hereof, the powers of the Granting Authority shall include the powers to, subject to subsection 10(c) hereof:
 - (1) interpret the RSU/DSU Plan and instruments of grant evidencing the Awards;
 - (2) prescribe, amend and rescind such procedures and policies, and make all determinations it deems necessary or desirable for the administration and interpretation of the RSU/DSU Plan and instruments of grant evidencing Awards;
 - (3) determine those Persons who are eligible to be Participants, grant one or more Awards to such Persons and approve or authorize the applicable form and terms of the related instrument of grant;
 - (4) determine the terms and conditions of Awards granted to any Participant, including, without limitation, and subject always to the

RSU/DSU Plan (1) subject to subsection 4(b) and 4(c), the type, and number of Shares subject to an Award, (2) the conditions to the Vesting of an Award or any portion thereof, including terms relating to lump sum or instalment Vesting, and the conditions, if any, upon which Vesting of any Award or portion thereof will be waived or accelerated without any further action by the Granting Authority, (3) the circumstances upon which an Award or any portion thereof shall be forfeited, be cancelled or expire, (4) the consequences of a Termination with respect to an Award, (5) the manner of exercise or settlement of the Vested portion of an Award, including whether an Award shall be settled on a current or deferred basis, and (6) whether and the terms upon which any Shares delivered upon exercise or settlement of an Award must continue to be held by a Participant for any specified period;

- (5) set forms of consideration, if any, to be paid with respect to the settlement of an Award (except to the extent certain forms of consideration must be paid to satisfy the requirements of applicable law);
- (6) determine whether and the extent to which any conditions applicable to Vesting of an Award have been satisfied or shall be waived or modified;
- (7) amend the terms of any instrument of grant or other documents evidencing Awards; provided, however, that subject to subsection 5(d) hereof, no amendment of an Award may, without the consent of the holder of the Award, adversely affect such Person's rights with respect to such Award in any material respect;
- (8) accelerate or waive any condition to the Vesting of any Award, all Awards, any class of Awards or Awards held by any group of Participants; and
- (9) determine whether and the extent to which adjustments shall be made pursuant to section 9 hereof and the terms of any such adjustments.

However, the Granting Authority shall not have any discretion under this subsection 3(a) or any other provisions of the RSU/DSU Plan that would modify the terms or conditions of any Award that is intended to be exempt from the definition of "salary deferral arrangement" in the ITA if the exercise of such discretion would cause the Award to not be or cease to be exempt. The Granting Authority will also exercise its discretion in good faith in accordance with the Corporation's intention that the terms of the Awards and the modifications or waivers permitted hereby are in compliance with applicable law and the rules of the Exchange.

- (b) **Effects of Granting Authority's Decision.** Any action taken, interpretation or determination made, or any rule or regulation adopted by the Granting Authority pursuant to this RSU/DSU Plan shall be made in its sole discretion and shall be final, binding and conclusive on all affected Persons, including, without limitation, the Corporation, any of its Affiliates, any Grantee, holder or beneficiary of an Award, any shareholder and any Eligible Person.
- (c) **Liability Limitation and Indemnification.** No member of the Granting Authority or the Board generally shall be liable for any action or determination made in good faith pursuant to the

RSU/DSU Plan or any instrument of grant evidencing any Award granted under the RSU/DSU Plan. To the fullest extent permitted by law, the Corporation shall indemnify and save harmless, and shall advance and reimburse the expenses of, each Person made, or threatened to be made, a party to any action or proceeding in respect of the RSU/DSU Plan by reason of the fact that such Person is or was a member of the Granting Authority or is or was a member of the Board in respect of any claim, loss, damage or expense (including legal fees) arising therefrom.

- (d) **Delegation and Administration.** The Granting Authority may, in its discretion, delegate such of its powers, rights and duties under the RSU/DSU Plan, as it may determine, from time to time, on terms and conditions as it may determine, except the Granting Authority shall not, and shall not be permitted to, delegate any such powers, rights or duties: (i) with respect to the grant, amendment, administration or settlement of any Award of a Participant, or (ii) with respect to any matter that would be in violation of applicable law or the rules of any Exchange. The Granting Authority may also appoint or engage a trustee, custodian or administrator to administer and implement the RSU/DSU Plan or any aspect of it, subject to the exception of the immediately preceding sentence hereof.

4. Shares Subject to the Plan

- (a) **Aggregate Plan Limits.** Subject to adjustment pursuant to section 9 hereof, the maximum aggregate number of Shares that may be reserved for issue at any given time in connection with the Awards granted under this RSU/DSU Plan (including any Shares reserved for issue under this RSU/DSU Plan on account of additional Awards credited to Participants in respect of dividend equivalents under Section 6(f)) shall not exceed 7,735,922 Shares (being 10% of the issued and outstanding Shares as at April 10, 2024, the date on which the Board approved this RSU/DSU Plan) unless Disinterested Shareholder Approval for an additional listing of Shares under this RSU/DSU Plan has been obtained.
- (b) **Certain Additional Limits.** Notwithstanding anything to the contrary in this RSU/DSU Plan, as long as the Shares are listed on the TSXV:
- (i) the number of Shares which may be reserved for issue pursuant to this RSU/DSU Plan together with the Shares which may be reserved for issue pursuant to any other employee-related plan of the Corporation or options for services granted by the Corporation, including the Stock Option Plan, to any one Person in any 12 month period shall not exceed in the aggregate 5% of the number of Shares issued and outstanding on a non-diluted basis on the Grant Date unless the Corporation has received Disinterested Shareholder Approval;
 - (ii) the number of Shares which may be reserved for issue pursuant to this RSU/DSU Plan together with the Shares which may be reserved for issue pursuant to any other employee-related plan of the Corporation or options for services granted by the Corporation, including the Stock Option Plan, to all Insiders (as a group) shall not exceed 10% of the number of Shares issued and outstanding on a non-diluted basis at any point in time unless the Corporation has received Disinterested Shareholder Approval;
 - (iii) the number of Shares which may be reserved for issue pursuant to this RSU/DSU Plan together with the Shares which may be reserved for issue pursuant to any other employee-related plan of the Corporation or options for services granted by the Corporation, including the Stock Option Plan, to all Insiders (as a group) in any 12 month period shall not exceed in the aggregate 10% of the number of Shares issued and outstanding on a non-diluted basis on the Grant Date unless the Corporation has received Disinterested Shareholder Approval; and

- (iv) the number of Shares which may be reserved for issue pursuant to this RSU/DSU Plan together with those Shares which may be reserved for issue pursuant to any other employee-related plan of the Corporation or options for services granted by the Corporation, including the Stock Option Plan, to any one Consultant in any 12 month period shall not exceed 2% of the number of Shares issued and outstanding on a non-diluted basis on the Grant Date.

For the purposes of determining compliance with the above restrictions, the Granting Authority will take into account Shares reserved or issued pursuant to Options together with Shares reserved or issued pursuant to all of the Corporation's security-based compensation arrangements (including this RSU/DSU Plan and including any Shares reserved for issue under this RSU/DSU Plan on account of additional Awards credited to Participants in respect of dividend equivalents under Section 6(f)) to the extent required by applicable law and applicable rules of the TSXV.

- (c) **Source of Shares.** Except as expressly provided in the RSU/DSU Plan, Shares delivered to Participants in connection with the exercise or settlement of Awards may be authorized but unissued Shares, Shares purchased in the open-market or in private transactions. The Board shall take such action as may be necessary to authorize and reserve for issue from unissued Shares such number of Shares as may be necessary to permit the Corporation to meet its obligations under the RSU/DSU Plan, provided, however, that the Corporation may satisfy its obligations from treasury shares or Shares purchased in the open market or private transactions. Any Shares purchased in open-market transactions by a non-independent trustee or purchasing agent will comply with Section 4.14 of TSXV Policy 4.4 - *Security Based Compensation*.
- (d) **Legends.** In addition to any resale restrictions required under applicable securities laws or the policies of the TSXV, all Awards issued to Insiders or Consultants and any Shares issued upon the Vesting of the Awards prior to the expiry of the TSXV Hold Period, must be legended as prescribed under the policies of the TSXV with the TSXV Hold Period commencing on the date the Awards were granted.

5. General Provisions Relating to Awards

- (a) **Eligibility.** Awards will be granted only to those Persons who are, at the time of the grant, Eligible Persons. For directors of the Corporation or an Affiliate of the Corporation who are U.S. Taxpayers, only directors who are not employees are eligible to receive DSUs. The Corporation and the Participant will ensure and confirm that the Participant is an Eligible Person. If any Participant is (pursuant to the terms of his or her employment or otherwise) subject to a requirement that he or she not benefit personally from an Award, the Granting Authority may grant any Award to which such Person would otherwise be entitled to the Person's employer or to any other entity designated by them that directly or indirectly imposes such requirement on the Person. The Granting Authority shall have the power to determine other eligibility requirements with respect to Awards or types of Awards.
- (b) **Terms of Grant.** Subject to the other express terms of this RSU/DSU Plan, grants of Awards under the RSU/DSU Plan shall contain such terms and conditions as the Granting Authority may specify. Without limiting the foregoing:
 - (i) Each Award granted under the RSU/DSU Plan shall be evidenced by an instrument of grant, in such form or forms as the Granting Authority shall approve from time to time, which shall set forth such terms and conditions consistent with the terms of the RSU/DSU Plan as the Granting Authority may determine. Each instrument of grant shall set forth, at a minimum, the type and Effective Date of the Award evidenced thereby, the number of Shares subject to such Awards and the applicable Vesting conditions, the time of

settlement/payment with respect to the Award, and shall include a representation of the Grantee that they are an Eligible Person. Reference in the RSU/DSU Plan to an instrument of grant shall include any supplements or amendments thereto.

- (ii) The term of each Award that is a Restricted Share Unit shall be for such period as may be determined by the Granting Authority, provided, however, that in no event shall the term of any Restricted Share Unit exceed a period of 10 years (or such other shorter term as may be required in respect of an Award so that such Award does not constitute a “salary deferral arrangement” as defined in subsection 248(1) of the ITA), subject to extension of such term where such term expires during the Restricted Period, provided that such extension may not be longer than 10 business days after the expiry of the Restricted Period.
 - (iii) The terms, conditions and/or restrictions contained in an Award may differ from terms, conditions and restrictions contained in any other Awards.
 - (iv) The Granting Authority may specify such other terms and conditions, consistent with the terms of the RSU/DSU Plan, as the Granting Authority shall determine or as shall be required under any other provisions of the RSU/DSU Plan. Such terms may include, without limitation, provisions requiring forfeiture of Awards in the event of termination of employment by the Participant and provisions permitting a Participant to make elections relating to his or her Award.
- (c) **Vesting Conditions.** Subject to terms of the RSU/DSU Plan, the Granting Authority shall determine any and all conditions to the Vesting of all and/or any portion of Awards and shall specify the material terms thereof in the applicable instrument of grant on, or as soon as reasonably practicable following, the Effective Date of the Award. Vesting of an Award, or portion thereof, may be conditioned upon passage of time, continued employment, or any combination of the foregoing, as determined by the Granting Authority. Subject to Section 6(b) below, no Award may vest before one year from the date of grant.
- (d) **Change of Control.** Unless otherwise provided in the Award or by direction of the Granting Authority as to all or any type of number of Awards, in the event of a Change of Control and notwithstanding any other Vesting or other restrictions or conditions, the Granting Authority may take whatever action with respect to the Awards outstanding that it deems necessary or desirable, including the following:
- (i) The Granting Authority may waive all restrictions and conditions of all Restricted Share Units and Deferred Share Units then outstanding with the result that those types of Awards shall be deemed satisfied, and the Restricted Period or other limitations on payment in full with respect thereto shall be deemed to have expired, as of the date of the Change of Control or such other date as may be determined by the Granting Authority, provided that, in no event shall a payment be made in respect of a Deferred Share Unit granted to a Participant prior to the date such Participant ceases to be an Eligible Person.
 - (ii) Notwithstanding the above provision of this subsection 5(d), but subject to any contractual rights created by the terms of an Award, the Granting Authority shall not be required to take any action described in the preceding provisions, and any decision made by the Granting Authority, in its sole discretion, not to take some or all of the actions described in the preceding provisions shall be final, binding and conclusive with respect to the Corporation and all other interested Persons. Any acceleration of Vesting shall be deemed to have occurred immediately prior to the Change of Control, no matter when the determination of the Granting Authority occurs.

- (iii) If approved by the Board prior to or within 30 days after such time as a Change of Control shall be deemed to have occurred, the Board shall have at any time the right to require that all or any portion of the Awards be settled and discharged in cash based on the “cash value” of such Awards in lieu of settlement by issue of Shares. Such requirement may be specified in any arrangement relating to such Change of Control transaction to which the Corporation is a party or may be specified in any notice sent by the Corporation, which arrangement or notice may also specify the terms and timing of such settlement. If not so specified, the Board may require settlement at any time within a 30-day period immediately following the date that the Change of Control is deemed to have occurred. The Corporation may require Participants to verify the amount and completeness of any settlement of Awards as a condition to the final settlement and payment.
- (iv) If and to the extent that any Award granted to a U.S. Taxpayer is deferred compensation subject to Code Section 409A, although acceleration of vesting is permitted upon a Change of Control, the acceleration of settlement/payment of such an Award upon a Change of Control will occur only if the Change of Control constitutes a change of ownership or effective control of the Corporation or change in ownership of a substantial portion of the Corporation’s assets as defined under U.S. Treasury Regulations Section 1.409A-3(i)(5), or as otherwise permitted under Code Section 409A.
- (e) **Fractional Shares.** No fractional Shares shall be issued under the RSU/DSU Plan and there shall be no entitlement or payment for any fractional Shares and no payment shall be made in lieu of a fractional Share.
- (f) **Compliance with the ITA and the Code.** The terms and conditions applicable to any Award (or portion thereof) granted to a Participant who is subject to taxation under the ITA are intended to comply with the ITA. The terms and conditions applicable to any Award (or portion thereof) granted to a Participant who is subject to taxation under the Code are intended to comply with the Code including Section 409A of the Code. Without limiting the foregoing:
 - (i) the terms of any such Award (or portion thereof) permitting the deferral of payment or other settlement thereof shall be subject to such requirements and shall be administered in such manner as the Committee may determine to be necessary or appropriate to comply with the applicable provisions of the ITA as in effect from time to time and for U.S. Taxpayers with the applicable provisions of the Code; and
 - (ii) any elections allowed to be exercised by a Participant shall be deemed to be void or shall be deemed amended or altered so as not to cause the Award to be considered a “salary deferral arrangement” under the ITA, as defined in subsection 248(1) or create adverse tax consequences under the ITA.

6. Restricted Share Units and Deferred Share Units

- (a) **Grants.** The Granting Authority may from time to time grant one or more Awards of Restricted Share Units and/or Deferred Share Units to Eligible Persons on such terms and conditions, consistent with the RSU/DSU Plan, as the Granting Authority shall determine and which terms shall be contained in a grant agreement in such forms as may be approved by the Granting Authority.
- (b) **Vesting Terms.** Restricted Share Units shall become Vested at such times, in such instalments and subject to such terms and conditions consistent with subsection 5(c) hereof as may be determined by the Granting Authority and set forth in the applicable instrument of grant, provided that the conditions to Vesting of Restricted Share Units may be based on the Participant’s continued employment, provided however that Restricted Share Units shall become Vested and be paid out

no later than December 31 of the third calendar year following the calendar year in which the Grantee rendered the services in respect of which the Award is being made. Notwithstanding the foregoing, Restricted Share Units shall also Vest in accordance with the following terms, provided that the RSUs shall not vest within one year of the date of grant except in the event of the death of the Participant or if the Participant ceases to be an Eligible Person in connection with a Change of Control, takeover bid, reverse takeover or similar transaction:

- (i) upon the death of the Participant, a pro rata number of the unvested Restricted Share Units credited to the Participant, based on the portion of the applicable vesting period that has been completed as of the date of the death, will Vest on the date the Corporation is duly notified of the Participant's death. The Shares represented by the Restricted Share Units held by the Participant shall be issued, as determined by the Granting Authority, to the Participant's estate forthwith;
- (ii) in the case of Eligible Retirement of the Participant who is not a U.S. Taxpayer, a pro rata number of the unvested Restricted Share Units credited to the Participant, based on the portion of the applicable vesting period that has been completed as of the date of the Eligible Retirement will Vest on the date of Eligible Retirement, and the Shares represented by Restricted Share Units held by the Participant shall be issued to the Participant forthwith;
- (iii) in the case of total Disability of the Participant, a pro rata number of the unvested Restricted Share Units credited to the Participant, based on the portion of the applicable vesting period that has been completed as of the date of the total Disability will Vest within 60 days following the date on which the Participant is determined to be totally disabled, and the Shares represented by Restricted Share Units held by the Participant shall be issued to the Participant forthwith; and
- (iv) in the case of termination without cause by the Corporation of a Participant (other than Eligible Retirement), a pro rata number of the unvested Restricted Share Units credited to the Participant, based on the portion of the applicable vesting period that has been completed as of the date of the termination shall Vest on the date of such termination, and the Shares represented by Restricted Share Units held by the Participant shall be issued to the Participant forthwith. For clarity, where a Participant is terminated for cause or where the Participant has voluntarily terminated his/her employment or service with the Corporation, all unvested Restricted Share Units as at the date of such termination or cessation of service shall be immediately cancelled without liability or compensation therefor and be of no further force and effect.

Unless otherwise provided at the time of the grant, the Vesting of Deferred Share Units shall occur at such times, in such instalments and subject to such terms and conditions as may be determined by the Granting Authority and set forth in the applicable instrument of grant, provided that the DSUs shall not vest within one year of the date of grant except in the event of the death of the Participant or the Participant ceases to be an Eligible Person in connection with a Change of Control, takeover bid, reverse takeover or similar transaction.

- (c) **Settlement.** Unless otherwise determined by the Granting Authority (including by the terms of the Award or the RSU/DSU Plan) and subject to subsection 6(b) hereof, (i) Restricted Share Units shall be settled as soon as reasonably practicable following the Vesting thereof and in any event within 30 days thereof, but in no event later than December 31 of the third calendar year following the year in which the services giving rise to the Award were rendered, and (ii) Deferred Share Units shall be settled as soon as reasonably practicable following the Eligible Retirement of the Participant, the death of the Participant, or the time the Participant otherwise ceases to hold

office, and in any event within 30 days thereof. The settlement of Awards shall be subject to payment or other satisfaction of all related withholding obligations in accordance with the provisions of this RSU/DSU Plan. For purposes of RSUs granted to U.S. Taxpayers, "Vesting" means the date on which the RSU is no longer subject to a substantial risk of forfeiture under applicable U.S. tax principles, and settlement will occur no later than March 15th of the year following the year in which Vesting occurs. For DSUs granted to U.S. Taxpayers, settlement will occur as soon as reasonable practical following such Participant's Separation from Service and in any case by December 31st of the year in which such Separation from Service occurs, or, if later, the date that is two and one-half (2 ½) months following the date of such Separation from Service.

In order to settle the Restricted Share Units and Deferred Share Units, the Corporation shall, subject to the restrictions set forth in Section 4 and in Section 6(f), (i) issue to the Participant from treasury the number of Shares that is equal to the number of vested Restricted Share Units and Deferred Share Units recorded in the Participant's notional account (rounded down to the nearest whole number), as fully paid and non-assessable Shares, (ii) deliver, or cause to be delivered, to the Participant Shares purchased in the open market equal to the number of vested Restricted Share Units and Deferred Share Units recorded in the Participant's notional account (rounded down to the nearest whole number), (iii) deliver to the Participant an amount in cash equal to the Cash Equivalent for the vested Restricted Share Units and Deferred Share Units recorded in the Participant's notional account, or (iv) a combination of (i), (ii) and (iii). The decision as to the mode of payment shall be made by the Board in its sole discretion, and a payment of the Cash Equivalent and/or issuance or delivery of Shares, as the case may be, to any one Participant shall not create any obligation for the Board to make a similar payment to any other Participant. Upon settlement of such Restricted Share Units and Deferred Share Units, the corresponding number of Restricted Share Units and Deferred Share Units credited to the Participant's account shall be cancelled and the Participant shall have no further rights, title or interest with respect thereto.

If any Restricted Share Unit or Deferred Share Unit is cancelled in accordance with the terms of the RSU/DSU Plan or the agreements evidencing the grant, the Shares reserved for issue pursuant to such Award shall, upon cancellation of such Restricted Share Unit or Deferred Share Unit, as applicable, revert to the RSU/DSU Plan and shall be available for other Awards. For purposes of this section 6(c), any Restricted Share Unit or Deferred Share Unit that is settled through the issuance of Shares from treasury shall not be considered cancelled, and that number of Shares issued shall not be available for other Awards.

- (d) **No Rights as Shareholder.** Neither the Participant nor his or her legal personal representative shall have any rights or privileges of a shareholder in respect of any of the Shares issuable upon exercise of the Award granted to him or her (including any right to receive dividends or other distributions therefrom or thereon) unless and until certificates representing such Shares have been issued and delivered.
- (e) **Timing Requirements.** Notwithstanding any other provision of the RSU/DSU Plan, all amounts payable to, or in respect of a Grantee in respect of Deferred Share Units including, without limitation, the delivery of Shares, shall not be made prior to the date such Grantee ceases to be an Eligible Person and shall be paid or delivered on or before December 31 of the calendar year commencing immediately following the date the Grantee ceases to be an Eligible Person. Notwithstanding the foregoing, DSUs of U.S. Taxpayers shall not be settled/paid out before the date such Grantee experiences a Separation from Service and will be paid or delivered on or before December 31st of the year in which such Separation from Service occurs, or, if later, the date that is two and one-half (2 ½) months following the date of Separation from Service. All Deferred Share Units granted to a Participant shall have such terms and conditions as are necessary to comply with paragraph 6801(d) of the Regulations of the ITA and for DSUs awarded to U.S. Taxpayers with Section 409A of the Code.

- (f) **Dividend Equivalents.** Unless otherwise determined by the Board and set forth in the terms of the Award, Restricted Share Units and Deferred Share Units shall be credited with dividend equivalents in the form of additional Restricted Share Units and Deferred Share Units (the “**Dividend Equivalent Units**”), respectively, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of Restricted Share Units and Deferred Share Units, as applicable, held by the Participant on the record date for the payment of such dividend, by (b) the Fair Market Value at the close of the first Business Day immediately following the dividend record date, with fractions computed to three decimal places. Dividend equivalents credited to a Participant’s accounts shall vest in proportion to the Restricted Share Units and Deferred Share Units to which they relate and will be subject to the same terms, including time of settlement, as the RSUs or DSUs to which they relate. Notwithstanding Section 6(c), if the Corporation does not have a sufficient number of Shares which may be reserved for issue under this RSU/DSU Plan to satisfy its obligations in respect of any Dividend Equivalent Units credited to a Participant’s account pursuant to this Section 6(f), then in order to settle such Dividend Equivalent Units for which there are insufficient Shares reserved, the Corporation shall deliver to the applicable Participant or Participants, *pro rata* or in such other proportion as the Board may determine, in its sole discretion, an amount in cash equal to the Cash Equivalent for such Dividend Equivalent Units.

The foregoing does not obligate the Corporation to declare or pay dividends on Shares and nothing in the RSU/DSU Plan shall be interpreted as creating such an obligation.

- (g) **No Other Benefit.**
- (i) No amount will be paid to, or in respect of, a Participant (or a Person with whom the Participant does not deal at arm’s length within the meaning of the ITA) under the RSU/DSU Plan to compensate for a downward fluctuation in the price of a Share or the value of any Award granted, nor will any other form of benefit be conferred upon, or in respect of, a Participant (or a person with whom the Participant does not deal at arm’s length within the meaning of the ITA), for such purpose.
 - (ii) The Corporation makes no representations or warranties to Participants with respect to the RSU/DSU Plan or any Deferred Share Units or Restricted Share Units whatsoever. Participants are expressly advised that the value of any Deferred Share Units or Restricted Share Units in the RSU/DSU Plan will fluctuate as the trading price of the Shares fluctuates.
 - (iii) In seeking the benefits of participation in the RSU/DSU Plan, a Participant agrees to exclusively accept all risks associated with a decline in the trading price of the Shares and all other risks associated with the holding of Deferred Share Units or Restricted Share Units.

7. Consequences of Termination

- (a) **General Provisions.** Unless otherwise determined by the Granting Authority (including by the terms of the Award or the RSU/DSU Plan):
- (i) If a Grantee is terminated for any reason whatsoever other than death, total Disability, Eligible Retirement, termination without cause by the Corporation, subject to subsection 5(d) hereof, any non-vested Award granted pursuant to the RSU/DSU Plan outstanding at the time of such termination and all rights thereunder shall wholly and completely terminate and no further Vesting shall occur.

- (ii) If employment of a Grantee is terminated for cause or retirement which is not Eligible Retirement or is otherwise voluntarily terminated by the Grantee, any non-Vested Award granted pursuant to the RSU/DSU Plan outstanding at the time of such termination and all rights thereunder shall wholly and completely terminate and no further Vesting shall occur.
- (b) **Discretion of the Granting Authority.** Notwithstanding any other provision hereof and without limiting the discretion of the Granting Authority, the Granting Authority may (whether by terms of the Award or by its election notwithstanding the terms of an Award):
 - (i) allow non-Vested Awards to be treated as Vested upon termination of employment or service of a Participant, as to any or all of termination, death or total Disability;
 - (ii) provide that the Awards with respect to certain classes, types or groups of Participants will have different acceleration, forfeiture, termination, continuation or other terms than other classes, types or groups of Participants;
 - (iii) provide for the continuation of any Award for such period which is not longer than 12 months and upon such terms and conditions as are determined by the Granting Authority in the event that a Participant ceases to be an Eligible Person; or
 - (iv) set any other terms for the exercise or termination of Awards upon termination of employment or service.

Notwithstanding the foregoing, all Awards granted to Participants who are subject to the ITA shall be on terms that will be designed to prevent them from being considered a “salary deferral arrangement” as defined in subsection 248(1) of the ITA, and all RSUs granted to U.S. Taxpayers shall be on terms designed to be exempt from Code Section 409A, or if not so exempt, to comply with Code Section 409A, and DSUs granted to U.S. Taxpayers will be designed to comply with Code Section 409A.

- (c) **Leave of Absence.** If an Employee is on sick leave or other bona fide leave of absence, such Person shall be considered an “Employee” for purposes of an outstanding Award during the period of such leave, provided that it does not exceed 90 days (or such longer period as may be determined by the Granting Authority in its sole discretion), or, if longer, so long as the Person’s right to reemployment is guaranteed either by statute or by contract. If the period of leave exceeds 90 days (or such longer period as may be determined by the Granting Authority in its sole discretion), the employment relationship shall be deemed to have been terminated on the 91st day (or the first day immediately following any period of leave in excess of 90 days as approved by the Granting Authority) of such leave, unless the Person’s right to reemployment is guaranteed by statute or contract.

8. Transferability

- (a) **Transfer Restrictions.** No Award, and no rights or interests therein, shall or may be assigned, transferred, sold, exchanged, encumbered, pledged or otherwise hypothecated or disposed of by a Participant other than by testamentary disposition by the Participant or the laws of intestate succession. No such interest shall be subject to execution, attachment or similar legal process including without limitation seizure for payment of the Participant’s debts, judgments, alimony or separate maintenance.
- (b) **Transfer upon Death of Participant.** In the case where transfer is made following the death of a Participant to the Participant’s legal personal representative, such legal personal representative may only receive the entitlement under the Award provided that it is exercised (if exercisable) at

any time up to and including, but not after, 5:00 p.m. (Calgary time) on the date which is one year following the date of death of the Participant or up to 5:00 p.m. (Calgary time) on the date on which the Award granted to such participant expires, whichever is the earlier; such entitlement shall only occur in cases where the Award has Vested in accordance with the provisions of the RSU/DSU Plan and where it is found that the Participant is legally entitled to the Award.

9. Adjustments

(a) **No Restriction on Action.** The existence of the RSU/DSU Plan and/or the Awards granted hereunder shall not limit, affect or restrict in any way the right or power of the Board or the shareholders of the Corporation to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the capital structure or business of the Corporation, (ii) any merger, consolidation, amalgamation or change in ownership of the Corporation, (iii) any issue of bonds, debentures, capital, preferred or prior preference shares ahead of or affecting the capital Share of the Corporation or the rights thereof, (iv) any dissolution or liquidation of the Corporation, (v) any sale or transfer of all or any part of the assets or business of the Corporation, (vi) any declaration or payment of a dividend in cash or in shares, or (vii) any other corporate act or proceeding with respect to the Corporation. No Participant or any other Person shall have any claim against any member of the Board or the Granting Authority, or the Corporation or any employees, officers or agents of the Corporation as a result of any such action.

(b) **Recapitalization Adjustment**

(i) In the event that (A) the outstanding Shares shall be changed into or exchanged for a different number or kind of shares or securities of the Corporation or of another corporation or entity, whether through an arrangement, plan of arrangement, amalgamation, or other similar statutory procedure or a share recapitalization, subdivision, consolidation or otherwise, (B) there shall be any change, other than those specified in (A) above, in the number or kind of outstanding Shares or of any securities into which such Shares shall have been changed or for which they shall have been exchanged, or (C) there shall be a distribution of assets or shares to shareholders of the Corporation out of the ordinary course of business then, the Granting Authority shall determine whether an adjustment in the number or kind of Shares theretofore authorized but not yet covered by Awards, in the number or kind of Shares theretofore subject to outstanding Awards, in the number or kind of Shares generally available for Awards or available in any calendar year under the RSU/DSU Plan and/or such other adjustment as may be appropriate should be made, in order to ensure that, after any such event, the Shares subject to the RSU/DSU Plan and each Participant's proportionate interest shall be maintained substantially as before the occurrence of the event, and if the Granting Authority determines that an adjustment should be made, such adjustment shall be made and be effective and binding for all purposes. Any such adjustment other than a Share consolidation or Share split shall be subject to approval of the TSXV.

(ii) Any adjustment to any Award granted to a Participant which has been designed to fall within a specific exemption to the definition of "salary deferral arrangement" in subsection 248(1) of the ITA shall be such as to ensure the continued availability of such exemption and any adjustment to any Award granted to a U.S. Taxpayer shall be such as to ensure continued exemption from, or compliance with, as applicable, Section 409A of the Code.

10. Amendment and Termination

- (a) **General.** Subject to the provisions of subsection 10(c) hereof, the Board may amend, suspend or terminate this RSU/DSU Plan, or any portion thereof, at any time, subject to those provisions of applicable law and the rules of the Exchange, if any, that require the approval of shareholders or any governmental regulatory body.
- (b) **Amendments Specifically Permitted.** Without limiting the generality of the foregoing, the Board may make the following types of amendments to the RSU/DSU Plan without seeking shareholder approval (unless and to the extent prohibited by applicable law or rule of an Exchange):
- (i) amendments of a technical, clerical or “housekeeping” nature including, without limiting the generality of the foregoing, any amendments for the purpose of curing any ambiguity, error or omission in the RSU/DSU Plan or to correct or supplement any provision of the RSU/DSU Plan that is inconsistent with any other provision of the RSU/DSU Plan;
 - (ii) amendments necessary to comply with the provisions of applicable law and the applicable rules of the Exchange;
 - (iii) amendments necessary in order for Awards to qualify for favourable treatment under the ITA or under the United States Internal Revenue Code;
 - (iv) amendments respecting administration of the RSU/DSU Plan; and
 - (v) any other amendment, whether fundamental or otherwise, not requiring shareholder approval under applicable law or the rules of the Exchange.
- (c) **Shareholder Approval.** To the extent required by applicable law or by the rules of the Exchange, shareholder approval will be required for the following types of amendments:
- (i) any amendment extending the term of an Award beyond its original expiry date except as otherwise permitted by the RSU/DSU Plan;
 - (ii) any amendment extending eligibility to participate in the RSU/DSU Plan to persons other than Eligible Persons;
 - (iii) any amendment permitting the transfer of Awards, other than for normal estate settlement purposes or to a trust governed by a registered retirement savings plan, registered retirement income fund, tax free savings account, or similar plan;
 - (iv) any amendment increasing the maximum aggregate number of Shares that may be subject to issue at any given time in connection with Awards granted under the RSU/DSU Plan (which amendment, for greater certainty, will require Disinterested Shareholder Approval);
 - (v) any amendment to these amendment provisions;
 - (vi) any amendments to the vesting provision of the RSU/DSU Plan or any Award; and
 - (vii) any other amendment required to be approved by shareholder under applicable law or rules of an Exchange.

To the extent of any conflict between subsection 10(b) and subsection 10(c) hereof, subsection 10(c) shall prevail.

11. Regulatory Approval

Notwithstanding anything herein to the contrary, the Corporation shall not be obligated to cause to be issued any Shares or cause to be issued and delivered any certificates evidencing Shares pursuant to the RSU/DSU Plan, unless and until the Corporation is advised by its legal counsel that the issue and delivery of the Shares and such Share certificates is in compliance with all applicable laws, regulations, rules, orders of governmental or regulatory authorities in Canada and any other applicable jurisdiction, and the requirements of the Exchange. The Corporation shall in no event be obligated to take any action in order to cause the issue or delivery of Shares or such certificates to comply with any such laws, regulations, and delivery of such Shares or certificates and in order to ensure compliance with such laws, regulations, rules, orders and requirements, that the Participant, or any permitted transferee of the Participant under section 7 hereof or, after his or her death, the Participant's estate, as described in section 7 hereof, make such covenants, agreements and representations as the Granting Authority deems necessary or desirable.

12. No Additional Rights

No Person shall have any claim or right to be granted Awards under the RSU/DSU Plan, and the grant of any Awards under the RSU/DSU Plan shall not be construed as giving a Participant any right to continue in the employment of the Corporation or affect the right of the Corporation to terminate the employment of a Participant. Unless otherwise determined by the Granting Authority, neither any period of notice, if any, nor any payment in lieu thereof, upon Termination shall be considered as extending the period of employment for the purposes of the RSU/DSU Plan.

13. Miscellaneous Provision

- (a) **Shareholder Rights.** A Participant entitled to Shares as result of the settlement of a Restricted Share Unit or Deferred Share Unit shall not be deemed for any purpose to be, or have any such rights as a shareholder of the Corporation by virtue of such settlement, except to the extent a Share certificate is issued therefor and then only from the date such certificate is issued. Other than as provided for herein, no adjustment shall be made for dividends or distributions or other rights for which the record date is prior to the date such Share certificate is issued.
- (b) **Withholding.** The Corporation or any Affiliate may withhold from any amount payable to a Participant, either under this RSU/DSU Plan or otherwise, such amount as may be necessary so as to ensure that the Corporation or any Affiliate will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or that any other required deductions are paid or otherwise satisfied, at the minimum statutory rate. Subject to the other provisions of the RSU/DSU Plan, the Corporation shall also have the right in its discretion to satisfy any such liability for withholding or other required deduction amounts by retaining or acquiring any Shares, or retaining any amount payable, which would otherwise be issued or delivered, provided or paid to a Participant hereunder. The Corporation may require a Participant, as a condition to the settlement of a Restricted Share Unit or a Deferred Share Unit, to pay or reimburse the Corporation for any such withholding (at the minimum statutory rate) or other required deduction amounts related to the settlement of Restricted Share Units or Deferred Share Units.
- (c) **Governing Law.** The RSU/DSU Plan, all instruments of grant evidencing Awards granted hereunder and any other agreements or other documents relating to the RSU/DSU Plan shall be interpreted and construed in accordance with the laws of Alberta (and the federal laws having application therein), except to the extent the terms of the RSU/DSU Plan, any supplement to the RSU/DSU Plan, or the Award in question expressly provides for application of the laws of another jurisdiction. The Granting Authority may provide that any dispute as to any Award shall be presented and determined in such forum as the Granting Authority may specify, including through binding

arbitration. Any reference in the RSU/DSU Plan, in any instruments of grant evidencing Awards granted hereunder or in any other agreement or document relating to the RSU/DSU Plan to a provision of law or to a rule or regulation shall be deemed to include any successor law, rule or regulation of similar effect or applicability.

- (d) **Compliance with Securities Laws.** The obligation of the Corporation to issue and deliver Shares in accordance with the RSU/DSU Plan is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation.
- (e) **Compliance with Code Section 409A.** The Corporation intends that RSUs awarded to U.S. Taxpayers will be exempt from Section 409A of the Code under United States Treasury Regulation 1.409A-1(b)(4), with settlement required within the “short term deferral” period as provided in this RSU/DSU Plan such that there are no adverse consequences, interest or penalties pursuant to Section 409A of the Code as a result of the award of RSUs. The Corporation intends that any DSUs awarded to U.S. Taxpayers will comply with Section 409A of the Code. The terms of the RSU/DSU Plan and the applicable instrument of grant will be construed and interpreted accordingly. Notwithstanding anything in the RSU/DSU Plan to the contrary, the Corporation may provide in the applicable instrument of grant with respect to RSUs granted to Participants whose RSUs are or may become subject to Section 409A, such terms and conditions as may be required for compliance with Section 409A. In addition, the following will apply to DSUs of U.S. Taxpayers, and to RSUs of U.S. Taxpayers to the extent that such RSUs are not exempt from and are subject to Section 409A.
 - (i) Except as permitted under Section 409A, any DSUs, or RSUs that are subject to section 409A of the Code, may not be reduced by, or offset against, any amount owing by the Participant to the Corporation or any Affiliate.
 - (ii) If a Participant otherwise would become entitled to receive payment in respect of any RSU or DSU as a result of his or her ceasing employment or services upon such cessation or termination, any payment made on account of such person ceasing employment or services shall be made at the time the Participant has experienced a Separation from Service.
 - (iii) If a Participant is a “specified employee” (within the meaning of Section 409A) at the time he or she otherwise would be entitled to payment as a result of his or her Separation from Service, any payment that otherwise would be payable during the six-month period following such Separation from Service will be delayed and shall be paid on the first day of the seventh month following the date of such Separation from Service or, if earlier, the Participant’s date of death. A Participant’s status as a specified employee shall be determined by the Corporation as required by Section 409A on a basis consistent with the regulations under 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 Section 409A.
 - (iv) If and to the extent that DSUs, or RSUs that are subject to Section 409A of the Code, would otherwise become payable upon a Change of Control as defined in the RSU/DSU Plan, such payment will occur at that time only if such Change of Control also constitutes a “change in ownership”, a “change in effective control” or a “change in the ownership of a substantial portion of the assets of the Corporation” as defined under Section 409A and applicable regulations (a “**409A Change in Control**”). If a Change of Control as defined in the RSU/DSU Plan is not also a 409A Change in Control, unless otherwise permitted under Section 409A the time for the payment of Awards will not be accelerated and will be

payable pursuant to the terms of the RSU/DSU Plan and applicable instrument of grant as if such Change of Control had not occurred.

- (v) Although the Corporation intends that DSUs, and RSUs that are subject to Section 409A, will comply with Section 409A of the Code, neither the Corporation nor any of its officers, directors, or employees makes, or has made, any representation or guaranty as to the U.S. income tax treatment of RSUs and DSUs awarded under the RSU/DSU Plan, and each Participant, any beneficiary or the Participant'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 Participant in connection with this RSU/DSU Plan (including any taxes and penalties under Section 409A), and neither the Corporation nor any Affiliate shall have any obligation to indemnify or otherwise hold such Participant or beneficiary or the Participant's estate harmless from any or all of such taxes or penalties.
- (vi) In no event will a Participant be permitted, directly or indirectly, to designate the calendar year in which RSUs or DSUs are settled, except in accordance with Section 409A of the Code.
- (vii) If settlement of RSUs or DSUs is designated to occur in installments, each installment will be treated as a separate payment for purposes of Section 409A of the Code.
- (f) **Compliance with Laws of Other Jurisdictions.** Awards may be granted to Participants who are citizens or residents of a jurisdiction other than Canada or the United States on such terms and conditions different from those under the RSU/DSU Plan as may be determined by the Granting Authority to be necessary or advisable to achieve the purposes of the RSU/DSU Plan while also complying with applicable local laws, customs and tax practices, including any such terms and conditions as may be set forth in any supplement to the RSU/DSU Plan intended to govern the terms of any such Award. In no event shall the eligibility, grant, exercise or settlement of an Award constitute a term of employment, or entitlement with respect to employment, of any employee.
- (g) **Funding.** Except as would not result in adverse tax consequences to a Participant, no provision of the RSU/DSU Plan shall require or permit the Corporation, for the purpose of satisfying any obligations under the RSU/DSU Plan, to purchase assets or place any assets in a trust or other entity to which contributions are made or otherwise to segregate any assets, nor shall the Corporation maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the RSU/DSU Plan other than as unsecured general creditors of the Corporation, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other Eligible Persons under general law.
- (h) **No Guarantee of Tax Consequences.** Neither the Board, nor the Corporation nor the Granting Authority makes any commitment or guarantee that any specific tax treatment will apply or be available to any Person participating or eligible to participate hereunder.

14. **Effective Date and Term of RSU/DSU Plan**

- (a) **Effective Date of the Plan.** The RSU/DSU Plan shall initially become effective on the Shareholder Approval Date. Any subsequent amendments to the RSU/DSU Plan, shall become effective upon their adoption by the Board, subject to approval by the shareholders of the Corporation at the next annual meeting of shareholders of the Corporation or any adjournment thereof, to the extent required. If the shareholders do not approve any amendments to the RSU/DSU Plan requiring shareholder approval, such amendments and any and all actions taken prior thereto pursuant to

the amendments effected thereby, including the making of any Awards subject to such approval being obtained, shall be null and void or shall, if necessary, be deemed to have been fully rescinded.

- (b) **Effect on Stock Option Plan.** The Stock Option Plan shall remain in effect. All Options granted under the Stock Option Plan shall continue to be governed by the terms of the Stock Option Plan and the terms of their individual option agreements as in effect from time to time, including provisions concerning change of control or other related events.
- (c) **Termination.** The Board may suspend or terminate the RSU/DSU Plan at any time, provided that such suspension or termination shall not affect any Awards that became effective pursuant to the RSU/DSU Plan prior to such termination or suspension.

SCHEDULE "C"
AUDIT COMMITTEE CHARTER

ZEDCOR INC.
(the "Corporation")
Audit Committee Charter

Purpose

The primary function of the Audit Committee (the "Committee") of the Board of Directors of the Corporation (the "Board") is to assist the Board in fulfilling its oversight responsibilities by reviewing:

1. the financial information that will be provided to the shareholders and others;
2. the systems of internal controls, management and the Board have established; and
3. all audit processes.

Primary responsibility for the financial reporting, information systems, risk management and internal controls of the Corporation is vested in management and is overseen by the Board.

Composition

4. The Committee shall be composed of a minimum of three directors, a majority of whom shall be independent as that term is defined in National Instrument 52-110 - *Audit Committees*, to serve at the pleasure of the Board.
5. The Chair of the Committee shall be appointed by the Board.
6. All members of the Committee shall be financially literate. Financial literacy is the ability to read and understand a balance sheet, income statement and cash flow statement that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements.

Meetings

7. The Chair shall, in consultation with management and the external auditor, establish the agenda for the meetings and ensure that properly prepared agenda materials are circulated to the members with sufficient time for study prior to the meeting. The external auditor will also receive notice of all meetings of the Committee. The Committee may employ a list of prepared questions and considerations as a portion of its review and assessment process.
8. The Committee shall meet at least four times per year and may call special meetings as required. A quorum at meetings of the Committee shall be its Chair and one of its other members. The Committee may hold its meetings, and members of the Committee may attend meetings, by telephone conference if this is deemed appropriate.
9. The minutes of the Committee meetings shall accurately record the decisions reached and shall be distributed to Committee members with copies to the Board, the Chief Executive Officer, the Chief Financial Officer and the external auditor.

Duties and Responsibilities of the Committee

10. The Committee reviews, prior to their presentation to the Board and their release, all material financial information required by securities regulations.
11. The Committee enquires about potential claims, assessments and other contingent liabilities.
12. The Committee periodically reviews with management, depreciation and amortization policies, loss provisions and other accounting policies for appropriateness and consistency.

Authority

13. Primary responsibility for the Corporation's financial reporting, accounting systems and internal controls is vested in senior management and is overseen by the Board. The Committee is a standing committee of the Board established to assist it in fulfilling its responsibilities in this regard. The Committee shall have responsibility for overseeing management reporting on internal controls. While it is management's responsibility to design and implement an effective system of internal control, it is the responsibility of the Committee to ensure that management has done so.
14. The Committee shall have unrestricted access to the Corporation's personnel and documents and will be provided with the resources necessary to carry out its responsibilities.
15. The Committee shall have direct communication channels with the internal auditors (if any) and the external auditors to discuss and review specific issues as appropriate.
16. The Committee shall have the sole authority to retain (or terminate) advisors or consultants as it determines necessary to assist the Committee in discharging its functions hereunder. The Committee shall be provided with the necessary funding to compensate the advisors or consultants retained by the Committee.

Relationship and External Auditors

17. An external auditor must report directly to the Committee.
18. The Committee is directly responsible for overseeing the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the issuer, including the resolution of disagreements between management and the external auditor regarding financial reporting.
19. The Committee shall implement structures and procedures to ensure that it meets with the external auditor on a regular basis in the absence of management.

Accounting Systems, Internal Controls and Procedures

20. The Committee shall obtain reasonable assurance from discussions with and/or reports from management, and reports from external auditors that accounting systems are reliable and that the prescribed internal controls are operating effectively for the Corporation and its subsidiaries and affiliates.
21. The Committee shall review to ensure to its satisfaction that adequate procedures are in place for the review of the Corporation's disclosure of financial information extracted or derived from the Corporation's financial statements and will periodically assess the adequacy of those procedures.
22. The Committee shall review with the external auditor the quality and not just the acceptability of the Corporation's accounting principles and direct the external auditor's examinations to particular areas.

23. The Committee will review control weaknesses identified by the external auditors, together with management's response and review with external auditors their view of the qualifications and performance of the key financial and accounting executives.
24. In order to preserve the independence of the external auditor, the Committee will:
 - (a) recommend to the Board the external auditor to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Corporation;
 - (b) recommend to the Board the compensation for the external auditors' engagement; and
 - (c) review and pre-approve any engagements for non-audit services to be provided by the external auditors or its affiliates, together with estimated fees, and consider the impact, if any, on the independence of the external auditor.
25. The Committee will review with management and with the external auditor any proposed changes in major accounting policies, the presentation and impact of significant risks and uncertainties, and key estimates and judgments of management that may be material to financial reporting.
26. The Committee shall establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters and the confidential anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.
27. The Committee shall establish a periodic review procedure to ensure that the external auditor complies with the Canadian Public Accountability Regime under National Instrument 52-108 - *Auditor Oversight*.
28. The Committee shall review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation.

Statutory and Regulatory Responsibilities

29. Annual Financial Information - review the annual audited financial statements, including Letter to Shareholders and related press releases and recommend their approval to the Board, after discussing matters such as the selection of accounting policies (and changes thereto), major accounting judgments, accruals and estimates with management and the external auditor.
30. Annual Report - review the management discussion and analysis ("MD&A") section and all other relevant sections of the annual report to ensure consistency of all financial information included in the annual report.
31. Interim Financial Statements - review the quarterly interim financial statements, including the Letter to Shareholders and related press releases and recommend their approval to the Board.
32. Earnings Guidance/Forecasts - review forecasted financial information and forward looking statements.
33. In addition, the Committee must review the Corporation's financial statements, MD&A and earnings press releases before the Corporation publicly discloses this information.

Reporting

34. The Committee will report, through the Chair of the Committee, to the Board following each meeting on the major discussions and decisions made by the Committee, and report annually to the Board on the Committee's responsibilities and how it has discharged them.

35. In addition, the Committee will review and reassess this Committee Charter annually and recommended any pro-posed changes to the Board of Directors for approval.