

BRAILLE ENERGY SYSTEMS INC.

(Formerly Mincom Capital Inc.)

(the “Corporation”)

INFORMATION CIRCULAR

(Containing information as at February 28, 2023 unless indicated otherwise)

SOLICITATION OF PROXIES BY MANAGEMENT

This Management Information Circular (the “Circular”) is furnished in connection with the solicitation by the management of the Corporation of proxies to be used at the annual and special meeting of shareholders (the “Meeting”) of the Corporation to be held at the time and place and for the purposes set out in the Notice of Meeting. It is expected that the solicitation will be made primarily by mail. However, officers and employees of the Corporation may also solicit proxies by telephone, telecopier, e-mail or in person. The total cost of solicitation of proxies will be borne by the Corporation.

INTERNET AVAILABILITY OF PROXY-RELATED MATERIALS

Notice-and-Access

The Corporation has elected to use “notice-and-access” rules (“**Notice-and-Access**”) under National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) for distribution of Proxy-Related Materials (as defined below) to shareholders who do not hold shares of the Corporation in their own names (referred to herein as “**Beneficial Shareholders**”). Notice-and-Access is a set of rules that allows issuers to post electronic versions of proxy-related materials on SEDAR and on one additional website, rather than mailing paper copies. “**Proxy-Related Materials**” refers to this Circular, the Notice of Meeting, a voting instruction form (“**VIF**”), the Corporation’s 2021 annual report containing the Corporation’s annual audited financial statements for the year ended September 30, 2022 and the related Management’s Discussion and Analysis.

The use of the Notice-and-Access is more environmentally friendly as it will help reduce paper use. It will also reduce the Corporation’s printing and mailing costs. Beneficial Shareholders may obtain further information about Notice-and-Access by contacting Broadridge Financial Solutions, Inc. toll free at 1-855-887-2244.

The Corporation is not using Notice-and-Access for delivery to shareholders who hold their shares directly in their respective names (referred to herein as “**Registered Shareholders**”). Registered Shareholders will receive paper copies of this Circular, related materials and the Corporation’s 2022 annual report via prepaid mail.

Websites Where Proxy-Related Materials are Posted

The Proxy-Related Materials are available on the Corporation’s website at <https://braillebattery.com/> and under the Corporation’s profile on SEDAR at www.sedar.com.

Notice Package

Although the Proxy-Related Materials have been posted on-line as noted above, Beneficial Shareholders will receive paper copies of a notice package (“**Notice Package**”) via prepaid mail containing information and documents prescribed by NI 54-101 such as: the date, time and location of the Meeting, the website addresses where the Proxy-Related Materials are posted, a VIF, and supplemental mail list return card for Beneficial Shareholders to request they be included in the Corporation’s supplementary mailing list for receipt of the Corporation’s interim financial statements for the 2023 fiscal year.

How to Obtain Paper Copies of Proxy-Related Materials

Beneficial Shareholders may obtain paper copies of the Circular and the Corporation’s 2022 annual report free of charge by contacting Broadridge Financial Solutions, Inc. toll free at 1-877-907-7643. Any request for paper copies which are required in advance of the Meeting should be sent so that the request is received by the Corporation by 5:00 p.m. (eastern time) on April 7, 2023 in order to allow sufficient time for Beneficial Shareholders to receive their paper copies and to return their VIFs by the due date. After the Meeting date, Beneficial Shareholders may obtain paper copies of the Circular free of charge by contacting the Secretary of the Corporation at 613-241-4040.

APPOINTMENT AND REVOCATION OF PROXIES

Appointment of Proxy

In light of the ongoing public health concerns related to COVID-19 and in order to comply with the measures imposed by the federal and provincial governments, the Corporation is strongly encouraging Shareholders not to attend the Meeting in person. The Corporation will be strictly restricting physical access to the Meeting and only registered Shareholders and formally appointed proxy holders will be entitled to attend. In order to comply with government orders concerning the maximum size of public gatherings and required social distancing parameters, the Corporation may be unable to admit Shareholders to the Meeting. The Corporation strongly encourages Shareholders to vote by proxy.

To further mitigate the risk of the spread of this virus, the Meeting will be made accessible by audio conference at 1 800 669 6180 (Canada and US) Participant Code 533827. This call will be listen-only and shareholders will not be able to vote or speak at, or otherwise participate in the Meeting via the conference call.

A Registered Shareholder who is unable to attend the Meeting in person is requested to complete and sign the enclosed form of proxy and to deliver it to Computershare Investor Services Inc. (i) by mail or hand delivery to Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, or (ii) by facsimile to 416-263-9524 or 1-866-249-7775. A Registered Shareholder may also vote using the internet at www.investorvote.com or telephone at 1-866-732-8683. In order to be valid and acted upon at the Meeting, the form of proxy must be received no later than 5:00 p.m. (eastern time) on April 17, 2023 or be deposited with the Secretary of the Corporation before the commencement of the Meeting or any adjournment thereof.

The document appointing a proxy must be in writing and executed by the Registered Shareholder or his attorney authorized in writing or, if the Registered Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized.

A Registered Shareholder submitting a form of proxy has the right to appoint a person (who need not be a shareholder) to represent him or her at the Meeting other than the persons designated in the

form of proxy furnished by the Corporation. To exercise that right, the name of the Registered Shareholder's appointee should be legibly printed in the blank space provided. In addition, the Registered Shareholder should notify the appointee of his or her appointment, obtain his or her consent to act as appointee and instruct the appointee on how the Registered Shareholder's shares are to be voted.

Shareholders who are not Registered Shareholders should refer to "Notice to Beneficial Shareholders" below.

Revocation of Proxy

A Registered Shareholder who has submitted a form of proxy as directed hereunder may revoke it at any time prior to the exercise thereof. If a Registered Shareholder who has given a proxy personally attends the Meeting at which that proxy is to be voted, that Registered Shareholder may revoke the proxy and vote in person. In addition to the revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Registered Shareholder or his attorney or authorized agent and deposited with (i) Computershare Investor Services Inc. at any time up to 5:00 p.m. (eastern time) on April 17, 2023 by mail or by hand delivery to Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, or by facsimile to 416-263-9524 or 1-866-249-7775, (ii) 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 (iii) with the chairman of the Meeting on the day of the Meeting before the commencement thereof, or any adjournment thereof, and upon any such deposit, the proxy will be revoked.

Notice to Beneficial Shareholders

The information set out in this section is of importance to many shareholders, as a substantial number of shareholders are Beneficial Shareholders and do not hold shares of the Corporation in their own names. Beneficial Shareholders should note that only proxies deposited by Registered Shareholders (shareholders whose names appear on the records of the Corporation as the registered holders of shares) can be recognized and acted upon at the Meeting or any adjournment(s) thereof. If shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those shares will not be registered in the shareholder's name on the records of the Corporation. Those shares will more likely be registered under the name of the shareholder's broker or an agent of that 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 brokerage firms). Shares held by brokers or their nominees can be voted (for or against resolutions or withheld from voting) only upon the instructions of the Beneficial Shareholder. Without specific instructions, the broker/nominees are prohibited from voting shares for their clients. Subject to the following discussion in relation to NOBOs (as defined below), the Corporation does not know for whose benefit the shares of the Corporation registered in the name of CDS & Co., a broker or another nominee, are held.

There are two categories of Beneficial Shareholders for the purposes of applicable securities regulatory policy in relation to the mechanism of dissemination to Beneficial Shareholders of proxy-related materials and other securityholder materials and the request for voting instructions from such Beneficial Shareholders. Non-objecting beneficial owners ("NOBOs") are Beneficial Shareholders who have advised their intermediary (such as brokers or other nominees) that they do not object to their intermediary disclosing ownership information to the Corporation, consisting of their name, address, e-mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of that information to matters strictly relating to the affairs of the Corporation. Objecting beneficial owners ("OBOs") are Beneficial Shareholders who have advised their intermediary that they object to their intermediary disclosing such ownership information to the Corporation.

NI 54-101 permits the Corporation, in its discretion, to obtain a list of its NOBOs from intermediaries and use such NOBO list for the purpose of distributing the Notice Package directly to, and seeking voting instructions directly from, such NOBOs. As a result, the Corporation is entitled to deliver the Notice Package to Beneficial Shareholders in two manners: (a) directly to NOBOs and indirectly through intermediaries to OBOs; or (b) indirectly to all Beneficial Shareholders through intermediaries. In accordance with the requirements of NI 54-101, the Corporation is sending the Notice Package directly to NOBOs and indirectly through intermediaries to OBOs. The cost of the delivery of the Notice Package by intermediaries to Beneficial Shareholders will be borne by the Corporation.

The Corporation has used a NOBO list to send the Notice Package directly to NOBOs whose names appear on that list. If the Corporation's transfer agent, Computershare Investor Services Inc., has sent these materials directly to a NOBO at the request of the Corporation, such NOBO's name and address and information about its holdings of shares of the Corporation have been obtained from the intermediary holding such shares on the NOBO's behalf in accordance with applicable securities regulatory requirements. As a result, any NOBO of the Corporation can expect to receive a VIF from Computershare Investor Services Inc. NOBOs should complete and return the VIF to Computershare Investor Services Inc. in the envelope provided. In addition, telephone voting and internet voting are available; instructions in respect of the procedure for telephone and internet voting can be found in the VIF. Computershare Investor Services Inc. will tabulate the results of VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by such VIFs.

Applicable securities regulatory policy requires intermediaries, on receipt of Notice Packages that seek voting instructions from Beneficial Shareholders indirectly, to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings on Form 54-101F7 (Request for Voting Instructions Made by Intermediary). 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 or any adjournment(s) thereof. Often, the form of request for voting instructions supplied to a Beneficial Shareholder by its broker is identical to the form of proxy provided to Registered Shareholders; however, its purpose is limited to instructing the Registered Shareholder how to vote on behalf of the Beneficial Shareholder. Beneficial Shareholders who wish to appear in person and vote at the Meeting should be appointed as their own representatives at the Meeting in accordance with the directions of their intermediaries and Form 54-101F7. Beneficial Shareholders can also write the name of someone else whom they wish to appoint to attend at the Meeting and vote on their behalf. Unless prohibited by law, the person whose name is written in the space provided in Form 54-101F7 will have full authority to present matters to the Meeting and vote on all matters that are presented at the Meeting, even if those matters are not set out in Form 54-101F7 or this Circular.

The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). In forwarding the Notice Package to Beneficial Shareholders, Broadridge typically includes a VIF in lieu of the form of proxy that some intermediaries employ. Beneficial Shareholders are requested to complete and return the VIF to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free telephone number to vote the shares held by them or access Broadridge's dedicated voting website at <https://central-online.proxyvote.com> to deliver their voting instructions. Broadridge will then provide aggregate voting instructions to the Corporation's transfer agent and registrar, which will tabulate the results and provide appropriate instructions respecting the voting of shares to be represented at the Meeting or any adjournment(s) thereof.

All references to shareholders in this Circular, the enclosed form of proxy, and the Notice of Meeting are to the Registered Shareholders unless specifically stated otherwise.

EXERCISE OF DISCRETION BY PROXIES

Shares represented by properly-executed proxies or VIFs in favour of the persons designated in the enclosed form of proxy or voting information forms, in the absence of any direction to the contrary, will be voted for the: (i) election of directors; (ii) appointment of the auditor; (iii) resolution approving and confirming the stock option plan of the Corporation; and (iv) resolution approving and ratifying the Corporation's shareholder rights plan, as stated under such headings in this Circular. The shares represented by the proxy or VIF will be voted or withheld from voting in accordance with the instructions of the shareholder on any ballot that may be called for, and if a shareholder specifies a choice with respect to any matter to be acted upon, the shares will be voted accordingly. With respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting, such shares will be voted by the persons so designated in their discretion. At the time of printing this Circular, management of the Corporation knows of no such amendments, variations or other matters.

VOTING SHARES

As at the date of this Circular, there were 80,939,748 issued and outstanding common shares of the Corporation.

Each Common Share entitles the holder thereof to receive notice of and attend all meetings of Shareholders and to vote at such meetings, except meetings at which only holders of a specified class or series of shares are entitled to vote.

Each holder of record of a Common Share on March 6, 2023, the record date established for notice of the Meeting, will, unless otherwise specified in this Circular, be entitled to one vote for each Common Share held by such holder on all matters coming before the Meeting, except to the extent that such holder has transferred any such Common Shares after the record date and the transferee of such Common Shares establishes ownership of such Common Shares and makes a written demand, not later than ten (10) days before the Meeting, to be included in the list of Shareholders entitled to vote at the Meeting, in which case the transferee will be entitled to vote such Common Shares at the Meeting.

QUORUM FOR THE TRANSACTION OF BUSINESS

The Corporation's By-Laws provide that the quorum at a meeting of the shareholders of the Corporation shall be constituted by the attendance of two individuals, present in person or represented by proxy, holding at least 5% of the votes attached to outstanding voting shares.

PRINCIPAL SHAREHOLDERS

As at February 28 2023, to the best knowledge of the Corporation, no one beneficially owned, directly or indirectly, or exercised control or direction over, common shares carrying 10% or more of the voting rights attached to all outstanding shares of the Corporation as of the date hereof.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

The Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any of the following persons in any matter to be acted upon at the Meeting:

- (a) each person who has been a director or executive officer of the Corporation at any time since the beginning of the Corporation's last financial year;

- (b) each proposed nominee for election as a director of the Corporation; and
- (c) each associate or affiliate of any of the foregoing.

MATTERS FOR CONSIDERATION AT THE MEETING
PRESENTATION OF FINANCIAL STATEMENTS

The audited consolidated financial statements of the Corporation for the fiscal year ended September 30, 2022 and the report of the auditors thereon will be tabled at the Meeting but will not be subject to a vote. These audited consolidated financial statements form part of the 2022 Annual Report of the Corporation. Copies of the 2022 Annual Report may be obtained from the Secretary of the Corporation upon request and will be available at the Meeting.

ELECTION OF DIRECTORS

The By-laws of the Corporation provide that the members of the Board of Directors of the Corporation (the “**Board**”) are elected annually. Each director holds office until the next annual meeting of shareholders or until his successor is elected or appointed, unless he resigns or his office becomes vacant by removal, death or other cause.

The mandates of Messrs. Jeffrey York, Lindsay Weatherdon, and Marc Roy will expire at the Meeting of April 19, 2023. The persons proposed to be nominated for election as a director of the Corporation are Jeffrey York, Lindsay Weatherdon, and Marc Roy. Management does not contemplate that any of the nominees will be unable to serve on the Board but, if this should occur for any reason prior to the Meeting, the person named in the enclosed form of proxy reserves the right to vote for another nominee at his or her discretion unless the shareholder has indicated in the form of proxy his or her wish to abstain from exercising the voting rights attached to his or her shares at the time of the election of the directors.

The following table sets out the names of all individuals proposed to be nominated by the management of the Corporation as directors together with related information:

Name and Municipality of Residence	Director Since	Office Held	Number of Shares Beneficially Owned or Over Which Control is Exercised	Principal Occupation
Lindsay Weatherdon ⁽¹⁾ Ontario, Canada	November 8, 2011	Director	400,000	Executive Vice-President of Concord National LLP.
Jeffrey York ⁽¹⁾ Ontario, Canada	November 8, 2011	Director, Chairman of the Board	2,347,000	Chairman of Focus Graphite Inc. Partner at Farm Boy Inc. President & CEO and Chairman of Stria Lithium Inc.
Marc Roy ⁽¹⁾ Ontario, Canada	May 21, 2021	Director	N/A	President & CEO of Focus Graphite Inc. President & CEO of Grafoid Inc.

(1) Members of the Audit Committee

The information as to shares beneficially owned or over which the above-named individuals exercise control or direction is not within the knowledge of the Corporation and has been furnished by the respective nominees individually. Other than the Audit Committee, the Corporation does not have any other committee.

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions

To the knowledge of the Corporation, except as disclosed below, none of the foregoing nominees for election as a director of the Corporation:

- (a) is, or within the last ten years has been, a director, chief executive officer or chief financial officer of any company that:
 - (i) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under applicable securities legislation, and which in all cases was in effect for a period of more than 30 consecutive days (an “**Order**”), which Order was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer of such company; or
 - (ii) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer, or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer, or chief financial officer of such company; or
- (b) is, or within the last ten years has been, a director or executive officer of any company that, while the proposed director was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the last ten years, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his assets.

To the knowledge of the Corporation, none of the nominees for election as director of the Corporation has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

You can vote for the election of all the nominees described above, vote for the election of some of them and withhold from voting for others, or withhold from voting for all of them. Unless otherwise instructed, the persons named in the accompanying form of proxy will vote FOR the election of each of the nominees described above as director of the Corporation.

COMPENSATION OF EXECUTIVE OFFICERS AND DIRECTORS

Compensation Discussion and Analysis

Interpretation

“Named executive officer” (“**NEO**”) means:

- (a) a Chief Executive Officer (“**CEO**”);
- (b) a Chief Financial Officer (“**CFO**”);

- (c) each of the three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Corporation, nor acting in a similar capacity, at the end of that financial year.

The NEOs who are the subject of this Compensation Discussion and Analysis are Lindsay Weatherdon, President & CEO, and Judith Mazvihwa-MacLean, CFO.

Compensation Program Objectives

The objectives of the Corporation's executive compensation program are as follows:

- to attract, retain and motivate talented executives who create and sustain the Corporation's continued success;
- to align the interests of the Corporation's executives with the interests of the Corporation's shareholders; and
- to provide total compensation to executives that is competitive with that paid by other companies of comparable size engaged in similar business in appropriate regions.

Overall, the executive compensation program aims to design executive compensation packages that meet executive compensation packages for executives with similar talents, qualifications and responsibilities at companies with similar financial, operating and industrial characteristics. The use of traditional performance standards, such as corporate profitability, is not considered by the Corporation to be appropriate in the evaluation of the performance of the NEOs.

Purpose of the Compensation Program

The Corporation's executive compensation program has been designed to reward executives for reinforcing the Corporation's business objectives and values.

Elements of Compensation Program

The executive compensation program consists of a combination of base salary, performance bonus and stock option incentives.

Purpose of Each Element of the Executive Compensation Program

The base salary of an NEO is intended to attract and retain executives by providing a reasonable amount of non-contingent remuneration.

In addition to a fixed base salary, each NEO is eligible to receive a bonus meant to motivate the NEO and is determined on a case by case basis. Awards under this plan are made by way of cash payments only, which payment are made at the end of the fiscal year.

Stock options are generally awarded to NEOs on an annual basis. The granting of stock options upon hire aligns NEOs' rewards with an increase in shareholder value over the long term. The use of stock options encourages and rewards performance by aligning an increase in each NEO's compensation with increases in the Corporation's performance and in the value of the shareholders' investments.

Determination of the Amount of Each Element of the Executive Compensation Program

Intervention of the Board of Directors

Compensation of the NEOs of the Corporation is reviewed annually by the Board.

Base Salary

The base salary review of each NEO takes into consideration the current competitive market conditions, experience, performance, and the particular skills of the NEO. Base salary is not evaluated against a formal “peer group”. The Board relies on the general experience of its members in setting base salary amounts.

Performance Bonuses

The bonus for each individual NEO is determined on a case by case basis. The factors considered in assessing the bonus amounts include, but are not limited to, the position of the NEO and expense control.

Stock Options

The Corporation has established a formal plan (the “**Stock Option Plan**”) under which stock options are granted to directors, officers, employees, and consultants as an incentive to serve the Corporation in attaining its goal of improved shareholder value. The Board determines which NEOs (and other persons) are entitled to participate in the Stock Option Plan; determines the number of options granted to such individuals; and determines the date on which each option is granted and the corresponding exercise price and expiry date as applicable. For further information regarding the Stock Option Plan refer to section “*Securities Authorized for Issuance Under Equity Compensation Plans*”.

The Board makes these determinations subject to the provisions of the existing Stock Option Plan and, where applicable, the policies of the TSX-V.

Assessment of Risks Associated with the Corporation’s Compensation Policies and Practices

The Board has not proceeded to an evaluation of the implications of the risks associated with the Corporation’s compensation policies and practices. The Corporation has not adopted a policy forbidding directors or officers from purchasing financial instruments that are designed to hedge or offset a decrease in market value of the Corporation’s securities granted as compensation or held, directly or indirectly, by directors or officers. The Corporation is not, however, aware of any directors or officers having entered into this type of transaction.

External Compensation Consultants

During the fiscal years ended September 30, 2022 and 2021, the Corporation did not retain the services of executive compensation consultants to assist the Board in determining compensation for any of the Corporation’s NEOs or directors.

Link to Overall Compensation Objectives

Each element of the executive compensation program has been designed to meet one or more objectives of the overall program.

The fixed base salary of each NEO, combined with the performance bonuses and granting of stock options, has been designed to provide total compensation which the Board believes is competitive with that paid by other companies of comparable size engaged in similar business in appropriate regions.

A - COMPENSATION OF EXECUTIVE OFFICERS

Summary Compensation Table

The following table presents information concerning all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, to NEOs by the Corporation and its subsidiaries for services in all capacities to the Corporation during the three (3) most recently completed financial years:

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Lindsay Weatherdon President & CEO	2022	495,826	-	405,499 ⁽³⁾	-	-	-	-	901,325
	2021	377,336	-	103,766 ⁽²⁾	-	-	-	-	481,102
	2020	150,043	-	3,394 ⁽¹⁾	-	-	-	-	153,437
Judith Mazvihwa-MacLean CFO	2022	69,894	-	108,094 ⁽³⁾	-	-	-	-	177,988
	2021	67,540	-	19,891 ⁽²⁾	-	-	-	-	87,431
	2020	-	-	849 ⁽¹⁾	-	-	-	-	849

- (1) 2020 Fair value at the time of grant calculated using the Black-Scholes option pricing model with the following assumptions: dividend yield of 0%, expected average volatility of 204%, discount rate of 0.36%, and an expected average life of 5 years. The Black-Scholes option pricing model was selected by the Corporation as it is the most widely-adopted and used option-valuation method.
- (2) 2021 Fair value at the time of grant calculated using the Black-Scholes option pricing model with the following assumptions: dividend yield of 0%, expected average volatility of 217%, discount rate of 0.50%, and an expected average life of 5 years. The Black-Scholes option pricing model was selected by the Corporation as it is the most widely-adopted and used option-valuation method.
- (3) 2022 Fair value at the time of grant calculated using the Black-Scholes option pricing model with the following assumptions: dividend yield of 0%, expected average volatility of 214%, discount rate of 1.75%, and an expected average life of 5 years. The Black-Scholes option pricing model was selected by the Corporation as it is the most widely-adopted and used option-valuation method.

Incentive Plan Awards - Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth information in respect of all share-based awards and option-based awards outstanding at the end of the most recently completed financial year to NEOs of the Corporation:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options ⁽¹⁾ (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Lindsay Weatherdon President & CEO	1,000,000 782,500 1,825,000	0.05 0.236250 0.18	June 29, 2025 February 8, 2026 February 17, 2027	45,000 - -	- - -	- - -	- - -
Judith Mazvihwa-MacLean CFO	150,000 525,000	0.236250 0.18	February 8, 2026 February 17, 2027	- -	- -	- -	- -

(1) This column contains the aggregate value of in-the-money unexercised options as at September 30, 2022, calculated based on the difference between the market price of the common shares underlying the options as at September 30, 2022 (\$0.095), the last trading day in the 2022 fiscal year, and the exercise price of the options.

Incentive Plan Awards – Value Vested or Earned During the Most Recently Completed Financial Year

The following table presents information concerning value vested with respect to option-based awards and share-based awards for each NEO during the most recently completed financial year:

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Lindsay Weatherdon President & CEO	-	-	-
Judith Mazvihwa-MacLean CFO	-	-	-

Pension Plan Benefits

The Corporation does not have a defined benefits pension plan or a defined contribution pension plan.

Termination and Change of Control Benefits

During the most recently completed financial year there were no employment contracts, agreement, plans or arrangements for payments to an NEO, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Corporation or a change in an NEO's responsibilities.

B - DIRECTORS COMPENSATION

Director Compensation Table

The following table sets forth information with respect to all amounts of compensation provided to the directors of the Corporation for the most recently completed financial year:

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Jeffrey York	-	-	405,499 ⁽¹⁾	-	-	-	405,499
Marc Roy	-	-	144,250 ⁽¹⁾	-	-	-	144,250

(1) 2022 Fair value at the time of grant calculated using the Black-Scholes option pricing model with the following assumptions: dividend yield of 0%, expected average volatility of 214%, discount rate of 1.75%, and an expected average life of 5 years. The Black-Scholes option pricing model was selected by the Corporation as it is the most widely-adopted and used option-valuation method.

Incentive Plan Awards – Outstanding Share Based Awards and Option-Based Awards

The following table sets forth information in respect of all share based awards and option-based awards outstanding at the end of the most recently completed financial year to the directors of the Corporation:

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options ⁽¹⁾ (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Jeffrey York	1,000,000	0.05	June 29, 2025	45,000	-	-	-
	782,500	0.236250	February 8, 2026	-	-	-	-
	1,825,000	0.18	February 17, 2027	-	-	-	-
Marc Roy	245,000	0.236250	February 8, 2026	-	-	-	-
	675,000	0.18	February 17, 2027	-	-	-	-

(1) This column contains the aggregate value of in-the-money unexercised options as at September 30, 2022, calculated based on the difference between the market price of the common shares underlying the options as at September 30, 2022 (\$0.095), the last trading day in the 2022 fiscal year, and the exercise price of the options.

Incentive Plan Awards- Value Vested or Earned During the Most Recently Completed Financial Year

The following table presents information concerning value vested with respect to option-based awards and share-based awards for the directors of the Corporation during the most recently completed financial year:

Name	Option-based awards - Value vested during the year (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
Jeffrey York	-	-	-
Marc Roy	-	-	-

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out, as of the end of the most recently completed financial year, all required information with respect to compensation plans pursuant to which equity securities of the Corporation are authorized for issuance:

Plan Category	Number of securities to be issued upon exercise of outstanding options (a)	Weighted-average exercise price of outstanding options (b)	Number of securities available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	16,187,949	\$0.31	3,807,949
Equity compensation plans not approved by security holders	-	-	-

Stock Option Plan

On May 21, 2021, the Board approved the Stock Option Plan to reserve for issuance pursuant to the exercise of stock options up to a maximum of 20% of the issued and outstanding Common Shares. Subsequent to the shareholders' approval of the Stock Option Plan at the last meeting of shareholders, the Stock Option Plan was updated to reflect recent changes to TSX-V restrictions on the number of options issuable to insiders in order to obtain TSX-V approval of the plan. At the meeting, the shareholders will be asked to ratify and approve the Stock Option Plan which as at the date of this Circular the terms include:

- The maximum number of common shares which may be issued for all purposes under the Stock Option Plan shall be 16,187,949 shares of the Corporation representing 20% of the issued and outstanding shares of the Corporation as of the date of this Circular.
- Any common shares subject to an option which for any reason is cancelled or terminated without having been exercised, shall again be available for grants under the Stock Option Plan.
- The maximum number of common shares which may be reserved for issuance in favour of an optionee, in any twelve (12) month period, is limited to 5% of the shares issued and outstanding;
- The maximum number of common shares which may be reserved for issuance in favour of a consultant, in any twelve (12) month period, is limited to 2% of the shares issued and outstanding;
- The total number of common shares which may be reserved for issuance to people employed to provide investor relations activities may not exceed, in any twelve (12) month period, 2% of the shares issued and outstanding and options granted to such people must vest in stages over 12 months with no more than 25% of the options vesting in any three (3) month period;
- The exercise price of options granted under the Stock Option Plan shall be established by the Board at the time each option is granted which shall in all cases be not less than the Discounted Market Price (as that term is defined in the policies of the TSX-V), subject to a minimum exercise price of \$0.05. If the Corporation does not issue a news release to fix the price, the Discounted Market Price will be the last closing price of the Common Shares on the TSX-V before the date of the stock option grant (less the applicable discount);
- Options are exercisable for a maximum period of five (5) years;
- The options of an optionee who ceases to be an eligible person under the Stock Option Plan will expire on the expiry date of the option or twelve (12) months from the date he ceases to be an eligible person under the Stock Option Plan, whichever comes first, subject to any shorter period which may be imposed

in any employment agreement, consulting agreement or any other type of agreement between the Corporation and the optionee. In the case of death, the options granted to the optionee will expire twelve (12) months following the date of death, subject to the options' date of expiration;

- The total number of Options granted to Insiders (as a group) at any point in time shall not exceed 10% of the number of issued and outstanding Common Shares of the Corporation at the time of the grant (on a undiluted basis);
- The total number of Options granted to Insiders (as a group) within a 12-month period shall not exceed 10% of the number of issued and outstanding Common Shares of the Corporation at the time of the grant (on a undiluted basis); and
- The options are non-assignable and not-transferable.

The summary above does not purport to be a complete description of all of the provisions of Stock Option Plan. It is qualified in its entirety by reference to the complete text of the Stock Option Plan, which has been appended to this Circular as Schedule "B".

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

During the fiscal year ended September 30, 2022, and as at the date of this Circular, none of the directors, executive officers, employees, (or previous directors, executive officers, or employees of the Corporation), each proposed nominee for election as a director of the Corporation (or any associate of a director, executive officer or proposed nominee) was or is indebted to the Corporation with respect to the purchase of securities of the Corporation and for any other reason pursuant to a loan.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

The Management of the Corporation is not aware of any material interest, direct or indirect, that any director, proposed director, officer, shareholder of the Corporation holding, directly or indirectly, as beneficial owner, more than 10% of the outstanding common shares of the Corporation or any associate or affiliate of any such person would have in any material transaction concluded since the beginning of the last financial year of the Corporation or in any proposed transaction which had or could have a material effect on the Corporation.

APPOINTMENT OF AUDITORS

Management of the Corporation proposes that MNP LLP Chartered Professional Accountants be appointed as auditors of the Corporation for the fiscal year ending September 30, 2023. Except where authorization to vote with respect to the appointment of auditors is withheld, the persons named in the accompanying form of proxy intend to vote **FOR** the appointment of MNP LLP Chartered Professional Accountants, as the auditors of the Corporation, at such remuneration as may be determined by the Board. MNP LLP, Chartered Professional Accountants, have been the auditor of the Corporation since August 10, 2016.

PARTICULARS OF OTHER MATTERS TO BE ACTED UPON

Approval of the Stock Option Plan

The material terms and conditions of the Stock Option Plan are set out under the heading "*Stock Option Plan*" in this Circular.

The Corporation's shareholders will be asked to adopt the following resolution at the Meeting (the "**Stock Option Plan Resolution**"):

"BE IT RESOLVED THAT:

1. The Stock Option Plan of the Corporation as described in the Stock Option Plan attached to the Circular as Schedule "B", be and is hereby approved, ratified and confirmed;
2. Any director or officer of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to execute and deliver all such documents and instruments and to do all such acts and things as in the opinion of such officer or director may be necessary or desirable to give effect to the foregoing resolution."

In order to be effective, the foregoing resolution must be approved by a simple majority of the votes cast by shareholders, present in person or by proxy, at the Meeting.

Shareholder Rights Plan

At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, approve and ratify a shareholder rights plan (the "**Rights Plan**") which was adopted by the Board on November 24, 2022. The Rights Plan took effect on November 24, 2022 but remains subject to ratification by Shareholders at the Meeting. Pursuant to the rules of the TSXV, if the Rights Plan is not ratified by Shareholders prior to May 24, 2023, the Rights Plan will terminate and all rights issued thereunder will be cancelled.

The purpose of the Rights Plan is to:

- provide Shareholders and the Board with adequate time to consider and evaluate any unsolicited bid and to provide the Board with adequate time to identify, develop and negotiate value enhancing alternatives, if considered appropriate, to any such unsolicited bid;
- protect against acquisitions of control of the Corporation through purchases of Shares that are exempt from applicable Canadian take-over bid rules, also referred to as "creeping" take-over bids; and
- encourage a potential acquirer who makes a take-over bid to proceed either by way of a "Permitted Bid" or "Competing Permitted Bid" (both as defined below), which generally requires a take-over bid to be made by way of a take-over bid circular in compliance with National Instrument 62-104 - *Take-Over Bids and Issuer Bids* ("**NI 62-104**") or with the concurrence of shareholders and the Board. If a take-over bid fails to meet these requirements, the Rights Plan provides that holders of Shares, other than the Acquiring Person (as defined below), will be able to purchase additional Shares at a significant discount to market, thus exposing the Acquiring Person to substantial dilution of its holdings.

The Rights Plan is initially not dilutive. However, if a "Flip-in Event" (as defined below) occurs, holders of rights to purchase Shares after the Separation Time (as defined below) ("**Rights**") who do not exercise such Rights after the Flip-in Event may suffer substantial dilution. By applying to all acquisitions of 20% or more of the Shares, except in limited circumstances including Permitted Bids and Competing Permitted Bids, the Rights Plan is designed to ensure that all Shareholders receive equal treatment. Shareholders may also feel compelled to tender their shares to a take-over bid, even if they consider such bid to be inadequate, out of a concern that failing to do so may result in a shareholder being left with illiquid or minority discounted shares in the Corporation. This is particularly so in the case of a partial bid for less than all the

Shares. As a result, the Board has determined that it is advisable and in the best interests of the Corporation and its Shareholders that the Corporation has in place a shareholder rights plan in the form of the Rights Plan.

It is not the intention of the Board, in recommending the ratification of the Rights Plan to either secure the continuance of the Board or management of the Corporation or to preclude a take-over bid for control of the Corporation. The Rights Plan provides that Shareholders may tender to take-over bids which meet the Permitted Bid criteria. Furthermore, even in the context of a take-over bid that does not meet the Permitted Bid criteria, the Board is always bound to consider any take-over bid for the Corporation and consider whether or not it should waive the application of the Rights Plan in respect of such bid. In discharging such responsibility, the Board will be obligated to act honestly and in good faith with a view to the best interests of the Corporation.

As at the date hereof, the Board is not aware of any pending or threatened take-over bid for the Corporation and the Rights Plan has not been adopted in response to any proposal to acquire control of the Corporation.

Summary of the Rights Plan

A summary of the Rights Plan is set out below, but is qualified in its entirety by the full text of the Rights Plan, attached as Schedule “C” to this Circular.

Effective Date

The effective date of the Rights Plan is November 24, 2022.

Term

If the Shareholders do not approve the Rights Plan within six months of its adoption, it must be cancelled. If Shareholders approve the Rights Plan, it must be subsequently re-approved at the annual meeting of Shareholders held in 2026.

Issuance of Rights

Certificates representing the Shares that were issued and outstanding at the close of business on the Effective Date (the “**Record Time**”) shall also evidence one Right for each Share represented by such certificates. Certificates representing the Shares, including without limitation, Shares issued upon the conversion of convertible securities, that were issued and outstanding after the Record Time but prior to the close of business on the earlier of the Separation Time and the expiration of the Rights Plan (the “**Expiration Time**”), will also evidence one Right for each Share represented by such certificates.

A legend referring to the Rights Plan has been and will be placed on all new share certificates for Shares following the Record Time and prior to the earlier of the Separation Time and the Expiration Time. Currently outstanding share certificates do not need to be exchanged to entitle a shareholder to these Rights.

Until the Separation Time, the Rights will be transferable only together with, and will be transferred by a transfer of, the associated Share. From and after the Separation Time and prior to the Expiration Time, the Rights will be evidenced by Rights certificates separate from and independent of the certificates representing the Shares.

Rights Exercise Privilege

The Rights will become exercisable and will be separate and independent from the Shares at the close of the business on the 10th trading day after the earlier of:

- (a) the first date of a public announcement or disclosure by the Corporation or an Acquiring Person of facts indicating that a person has become an Acquiring Person (the “**Voting Share Acquisition Date**”);
- (b) the date on which a Permitted Bid or Competing Permitted Bid ceases to qualify as such; and
- (c) the date of the commencement of, or first public announcement or disclosure of the intent of any person (other than the Corporation or any subsidiary of the Corporation) to commence, a take-over bid (other than a Permitted Bid, so long as such take-over bid continues to satisfy the requirements of a Permitted Bid) (the “**Separation Time**”),

or such later business day as may be determined at any time or from time to time by the Board provided, however, that if any such take-over bid expires, is cancelled, is terminated or is otherwise withdrawn prior to the Separation Time, without securities deposited thereunder being taken up and paid for, such take-over Bid shall be deemed, for purposes of this provision, never to have been made, and, provided further, that if the Board determines to waive the provisions of Section 3.01 of the Right Plan to a Flip-in Event, the Separation Time in respect of such Flip-in Event shall be deemed never to have occurred.

Until a Right is exercised, the holder of the Right has no rights as a Shareholder.

Acquiring Person

Subject to certain exceptions set out in the Rights Plan, an “Acquiring Person” is any person who is or becomes the beneficial owner of 20% or more of the outstanding Voting Shares and any other securities which entitle such holder to vote generally on the election of the Board.

Flip-in Event

Upon the occurrence of a transaction in or pursuant to which any person becomes an Acquiring Person (a “**Flip-in Event**”), each Right shall constitute the right to purchase from the Corporation, upon exercise thereof in accordance with the terms of the Rights Plan, that number of Shares having an aggregate Market Price (as defined below) on the date of consummation or occurrence of such Flip-in Event equal to twice the Exercise Price (as defined below) for an amount in cash equal to the Exercise Price, subject to adjustment as provided in the Rights Plan. The “Market Price” will be the average of the daily closing prices per Share of such Shares on each of the 20 consecutive trading days preceding such date. The “Exercise Price” shall be the price at which a holder of a Right may purchase the securities issuable upon exercise of one whole Right which, subject to adjustment in accordance with the Rights Plan, shall be \$5.00. The Rights Plan provides that, upon the occurrence of a Flip-in Event, any Rights that are or were beneficially owned on or after the earlier of the Separation Time or the Voting Share Acquisition Date by:

- (a) an Acquiring Person (or any affiliate or associate of an Acquiring Person or any other person acting jointly or in concert with an Acquiring Person or any affiliate or associate of such other person); or
- (b) a transferee or other successor in title, directly or indirectly, of Rights from an Acquiring Person (or any affiliate or associate of an Acquiring Person or any other person acting jointly or in concert with an Acquiring Person or any affiliate or associate of such other person), whether or not for

consideration, where such transferee or other successor in title becomes a transferee concurrently with or subsequent to the Acquiring Person becoming an Acquiring Person in a transfer that the Board, acting in good faith, has determined is part of a plan, arrangement, understanding or scheme of an Acquiring Person (or of any person acting jointly or in concert with an Acquiring Person or any associates or affiliate of an acquiring person), that has the purpose of avoiding or effect of avoiding section (A) above;

shall become null and void without any further action and any holder of such Rights (including any transferee of, or other successor entitled to, such Rights, whether directly or indirectly) shall thereafter have no right to exercise such Rights under any provisions of the Rights Plan and further shall thereafter not have any rights whatsoever with respect to such Rights, whether under any provision of the Rights Plan or otherwise.

Permitted Bid Requirements

The requirements for a Permitted Bid include the following:

- (a) the take-over bid is made to all holders of Shares of record (other than the bidder); and
- (b) the take-over bid contains, and the provisions for take-up and payment for securities tendered or deposited thereunder is subject to, irrevocable and unqualified conditions that:
 - (i) no Shares shall be taken up or paid for pursuant to the take-over bid:
 - (A) prior to the close of business on a date that is not less than 105 days following the date of the take-over bid or such shorter minimum period that a take-over bid (that is not exempt from any of the requirements of Division 5 (Bid Mechanics) of NI 62-104 must remain open for deposits of securities thereunder, in the applicable circumstances at such time, pursuant to NI 62-104; and
 - (B) then only if, at the close of business on the date Shares are first taken up or paid for under such take-over bid, more than 50% of the outstanding Shares held by Shareholders other than the bidder, its affiliates, associates, and persons acting jointly or in concert with other persons (the “Independent Shareholders”) shall have been tendered or deposited pursuant to the take-over Bid and not withdrawn;
 - (ii) the take-over bid contains an irrevocable and unqualified provision that, unless the takeover bid is withdrawn, Shares may be tendered or deposited pursuant to such take-over bid, unless such take-over bid is withdrawn, at any time prior to the close of business on the date Shares are first taken up or paid for under the take-over bid;
 - (iii) any Shares tendered or deposited pursuant to the take-over bid may be withdrawn until taken up and paid for; and
 - (iv) the take-over bid contains an irrevocable and unqualified provision that, in the event that the requirement set forth in clause (a)(i)(B) above is satisfied, the person making the take-over bid will make a public announcement of that fact and the take-over bid will remain open for deposits and tenders of Shares for not less than 10 days from the date of such public announcement

provided, however, that a take-over bid that qualified as a Permitted Bid shall cease to be a Permitted Bid at any time and as soon as much time as when such take-over bid ceases to meet any or all of the provisions of this definition.

The Rights Plan also allows for a competing Permitted Bid (a “**Competing Permitted Bid**”) to be made while a Permitted Bid is in existence. A Competing Permitted Bid must satisfy all the requirements of a Permitted Bid except for those set out in (b)(i) above and must contain and irrevocable and unqualified condition that no Shares be taken up or paid for pursuant to the take-over bid prior to the close of business on the last day of the minimum initial deposit period that such take-over bid must remain open for deposits of securities thereunder pursuant to NI 62-104 after the date of the take-over bid constituting the Competing Permitted Bid. A take-over bid that qualified as a Competing Permitted Bid shall cease to be a Competing Permitted Bid at any time and as soon as much time as when such take-over bid ceases to meet any or all of the provisions of this definition.

Redemption and Waiver

Until the occurrence of a Flip-in Event, the Board, subject to receipt of Shareholder approval or approval of holders of Rights, may at any time elect to redeem all but not less than all of the then outstanding Rights at a redemption price of \$0.00001 per Right (the “**Redemption Price**”), subject to adjustment as provided in the Rights Plan. The Board will be deemed to have elected to redeem all of the outstanding Rights at the Redemption Price where a person acquires Shares and/or convertible securities pursuant to a Permitted Bid, a Competing Permitted Bid or an Exempt Acquisition (as defined in the Rights Plan).

Under the Rights Plan, the Board may waive application of the Rights Plan if the Board has determined that prior to the Separation Time, a person became an Acquiring Person by inadvertence and without any intention to become, or knowledge that it would become, an Acquiring Person. Such waiver is conditional if such person, without 10 days of the Board’s determination (or such later date as the Board determines), reduces their beneficial ownership of Shares such that the person is no longer an Acquiring Person. Additionally, the Board may, subject to Shareholder approval, at any time prior to the occurrence of a Flip-in Event that would occur by reason of an acquisition of Shares and/or convertible securities, and other than (i) pursuant to a take-over bid made by means of a take-over bid circular to all Shareholders; or (ii) through inadvertence, waive application of the Rights Plan. In the event that the Board proposes such a waiver, the Board shall extend the Separation Time to a date subsequent to and not more than 10 business days following the meeting of Shareholders called to approve such waiver.

Amendment

The Corporation may make any amendment to the Rights Plan to correct any clerical or typographical errors or any other amendments which are required to maintain the validity of the Rights Plan as a result of a change in any applicable legislation or regulations or rules.

If made prior to the Separation Time, such amendments shall be submitted to Shareholders at the next meeting of Shareholders and such Shareholders may, by resolution passed by a majority of the votes cast by Independent Shareholders, confirm or reject such amendments.

If made after the Separation Time, such amendments shall be submitted to the holders of Rights at a meeting to be held on a date not later than the date of the next meeting of Shareholders and the holders of Rights may, by resolution passed by a majority of the votes cast by holders of Rights, confirm or reject such amendments.

Board of Directors

The Shareholder Rights Plan will not detract from or lessen the duty of the to act honestly and in good faith with a view to the best interests of the Corporation. The Board, when a Permitted Bid is made, will continue to have the duty and power to take such actions and make such recommendations to Shareholders as are considered appropriate.

Shareholder Approval

Shareholders will be asked at the Meeting to consider, and if thought fit, to approve the following ordinary resolution approving and ratifying the Rights Plan:

“NOW THEREFORE BE IT RESOLVED THAT:

1. the Corporation’s shareholder rights plan attached as Schedule “C” to the Corporation’s Management Information Circular dated February 28, 2023 (the “**Rights Plan**”) be and is hereby ratified, confirmed and approved;
2. the board of directors of the Corporation be authorized to administer the Rights Plan and amend or modify the Rights Plan in accordance with its terms and conditions and with the policies of the TSX Venture Exchange; and
3. any director or officer of the Corporation be and is hereby authorized to do such things and to sign, execute and deliver all documents that such director and officer may, in their discretion, determine to be necessary in order to give full effect to the intent and purpose of this resolution.”

The Board recommends that Shareholders vote to approve the Rights Plan. To be effective, the resolution must be approved by a simple majority of the votes cast by Shareholders who vote in person or by proxy at the Meeting. **Unless a proxy contains instructions to vote against the re-approval of the Rights Plan, the persons named in the enclosed proxy intend to vote FOR the re-approval and ratification of the Rights Plan.**

AUDIT COMMITTEE

Charter of the Audit Committee

The text of the audit committee’s charter is attached hereto as Schedule “A”.

Composition of the Audit Committee

The members of the Audit Committee of the Corporation are Jeffrey York, Marc Roy, and Lindsay Weatherdon. All such members are financially literate and independent members of the Audit Committee, except for Jeffrey York who is the Chairman of the Board, as such terms are defined in *National Instrument 52-110 - Audit Committees* (“**NI 52-110**”).

Education and Relevant Experience

The education and related experience of each of the members of the Audit Committee that is relevant to the performance of his responsibilities as a member of the Audit Committee is set out below:

Jeffrey York

Mr. York was appointed as a Director on May 24, 2011. Mr. York is currently a Partner of Farm Boy, an Ontario based food store chain known for its quality products and farm fresh produce. Farm Boy was named one of the best-managed companies in Canada in 2011. He also serves as Chairman of Focus Graphite. A chartered accountant, Mr. York began his professional career with Ward Mallette, Chartered Accountants, before joining Giant Tiger Stores, a regional retail chain that grew under his leadership into a national, billion-dollar company. During his 20-years with Giant Tiger, he served as President and CEO of the company for 10 years. Mr. York is an active member of the Young Presidents Organization and has been involved in that executive network since 2002. As co-founder and Chairman of the Board of Focus Graphite, Mr. York is an active director in terms of shaping the company's business growth and development. He graduated from Princeton in 1986 with a degree in Economics and obtained his Chartered Accountant designation in 1989.

Lindsay Weatherdon

Mr. Weatherdon is currently President & CEO of Braille Energy Systems Inc. and Executive Vice-President of Concord National LLP; one of Canada's leading Canadian Consumer Packaged Goods Sales & Marketing Agencies. Mr. Weatherdon has a diverse background in Global Sales holding Executive Positions in Hardgoods Manufacturing developing retail strategies across Large Box and Warehouse Club formats.

Marc Roy

Mr. Marc Roy is currently the CEO of Focus Graphite Inc. and Grafoid Inc. as well as an independent member of the Novexco Inc. Board of Directors. Marc most recently served as an Executive at Bensussen Deutsch & Associates, Inc. overseeing Europe, Middle East, and Africa, as well as global mergers and acquisitions. Prior to his position at BDA, Inc., he served as CEO of BrandAlliance and prior to BrandAlliance, Marc served as CEO of Accolade Reaction Promotion Group. Marc brings more than 25 years of global Executive Management, Mergers and Acquisitions and Board experience.

Audit Committee Oversight

At no time since the commencement of the Corporation's financial year ended September 30, 2022 was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the Corporation's financial year ended September 30, 2022 has the Corporation relied on the exemption provided under Section 2.4 of NI 52-110 (*De minimis Non-audit Services*) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 (*Exemptions*).

However, the Corporation is not required to comply with Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of NI 52-110 given that it is a venture issuer as defined in NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee of the Corporation has adopted specific policies and procedures for the engagement of non-audit services as described in the Audit Committee's charter attached hereto as Schedule "A".

External Auditor Service Fees

The aggregate fees billed by the Corporation's external auditors in each of the last two (2) fiscal years for audit fees are as follows:

Financial Year Ending	Audit Fees	Audit-Related Fees	Tax Fees	All Other Fees
September 30, 2022	\$163,543	-	\$27,443	-
September 30, 2021	\$178,846	-	-	-

CORPORATE GOVERNANCE PRACTICES

National Instrument 58-101 Disclosure of Corporate Governance Practices and *National Policy 58-201 Corporate Governance Guidelines* set 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 prescribed form, the corporate governance practices that it has adopted. The following is the Corporation's required annual disclosure of its corporate governance practices.

Board of Directors

1. Independent Directors

The independent directors of the Corporation are Marc Roy

2. Non Independent Directors

The non-independent directors of the Corporation are Lindsay Weatherdon in light of his position as President & CEO of the Corporation and Jeffrey York in light of his position as Chairman of the Board.

Two of the current four directors are independent. Meetings of the Board are chaired by Jeffrey York. If necessary, the independent members of the Board can meet without non-independent directors and members of management present. Important matters are discussed with the Audit Committee of the Board, which is comprised for the most part of independent directors. These factors allow the Board to preserve its independence with respect to management of the Corporation and to exercise its independent supervision over management.

Directorships

The following directors are currently directors of other issuers that are reporting issuers (or the equivalent) in a jurisdiction of Canada or a foreign jurisdiction:

Name of Director	Issuer
Jeffrey York	Stria Lithium Inc. Focus Graphite Inc. Grocery Outlet Holding Corp.
Lindsay Weatherdon	Focus Graphite Inc.
Marc Roy	Focus Graphite Inc.

Orientation and Continuing Education

The Corporation does not currently have a formal orientation program for new directors. The Board has not at this time taken any measures to provide continuing education for the directors. However, the directors of the Corporation are encouraged to attend, at the Corporation's expense, any seminar given by the TSX-V or the Canadian Securities Administrators relating to the management of a public company or relating to their responsibilities as a director of a public company. Furthermore, the directors are given access to the Corporation's legal advisors for any questions they may have relating to such responsibilities.

Ethical Business Conduct

In light of the Corporation's stage of development and its limited number of employees, the Board has not taken formal steps to encourage and promote a culture of ethical business conduct.

Nomination of Directors

The Board does not have a nominating committee. The current size and composition of the Board allows the entire Board to take the responsibility for finding and nominating new directors, taking into consideration the competencies, skills, experiences, and ability to devote the required time.

Compensation

The process of compensation is described in the above section "Compensation of Executive Officers and Directors".

Other Board Committees

The Board does not have any standing committee other than the Audit Committee.

Assessments

To date, no formal evaluation has been put in place to evaluate the effectiveness of the directors, the descriptions of the positions held or the competence and qualifications that each director is required to bring to the Board. This task is the responsibility of the Board who punctually reviews its operations as well as its directors' role, and its members are encouraged to give feedback regarding the effectiveness of the Board as a whole, its practices and individual directors will, when necessary, make recommendations to the Board.

Disclosure on Diversity and Representation of the Board and Senior Management under the CBCA

The diversity information disclosed herein relates to the representation of women, Indigenous peoples (First Nations, Inuit and Metis), persons with disabilities and members of visible minorities, defined as designated groups, on the Board of Directors and in senior management of the Corporation as of February 28, 2023.

The Corporation has not adopted written policies and targets relating to the representation of designated groups given that the Corporation is a junior exploration company involved in the exploration of mining projects, that it has no employees, and its business relations are limited.

Given the size of the Board and the operations of the Corporation, the Corporation has not adopted term limits for members of the Board. Directors are elected for a period of one year until the next annual general meeting of shareholders.

The Board of Directors of the Corporation considers diversity in identifying and nominating candidates for election or re-election to the board as well as for making senior management appointments, by carefully

evaluating necessary competencies, skills and other qualifications of each candidate as a whole and taking into account the track record in general business management and the ability to devote the time required.

The Corporation has no targets for representation on the board and among senior management for the designated groups. At the present time, one member of senior management may be considered a member of a designated group representing 50% of the senior management of the Corporation, and no member of the Board is a member of a designated group.

SHAREHOLDER PROPOSALS

The *Canada Business Corporations Act* provides, in effect, that a registered holder or beneficial owner of shares that is entitled to vote at an annual meeting of the Corporation may submit to the Corporation notice of any matter that the person proposes to raise at the meeting (referred to as a “**Proposal**”) and discuss at the meeting any matter in respect of which the person would have been entitled to submit a Proposal. The *Canada Business Corporations Act* further provides, in effect, that the Corporation must set out the Proposal in its management information circular along with, if so requested by the person who makes the Proposal, a statement in support of the Proposal by such person. However, the Corporation will not be required to set out the Proposal in its management information circular or include a supporting statement if, among other things, the Proposal is not submitted to the Corporation at least 90 days before the anniversary date of the notice of meeting that was sent to the shareholders in connection with the previous annual meeting of shareholders of the Corporation. As the notice in connection with the Meeting is dated February 28, 2023, the deadline for submitting a proposal to the Corporation in connection with the next annual meeting of shareholders is November 28, 2023.

The foregoing is a summary only; shareholders should carefully review the provisions of the *Canada Business Corporations Act* relating to Proposals and consult with a legal advisor.

OTHER MATTERS

Management knows of no other matter to come before the Meeting. However, if any other matters which are known to the management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the person’s name therein to vote on such matters in accordance with their best judgement.

ADDITIONAL INFORMATION

Financial information about the Corporation is contained in its financial statements and Management’s Discussion and Analysis for the fiscal year ended September 30, 2022, and additional information about the Corporation is available on SEDAR at www.sedar.com.

If you would like to obtain, at no cost to you, a copy of any of the following documents:

- (a) The financial statements of the Corporation for the fiscal year ended September 30, 2022 together with the accompanying report of the auditors thereon and any interim financial statements of the Corporation for periods subsequent to September 30, 2022 and Management’s Discussion and Analysis with respect thereto; and
- (b) this Circular,

please send your request to:

945 Princess Street, Box 117,
Kingston, Ontario, K7L 0E9
Telephone: (613) 241-4040
Facsimile: (613) 241-8632
Email: jmazvihwa@brailleenergy.com

APPROVAL OF CIRCULAR

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

Ottawa, February 28, 2023

By order of the Board of Directors

(s) Lindsay Weatherdon

Lindsay Weatherdon

Chief Executive Officer

SCHEDULE A AUDIT COMMITTEE CHARTER

The following charter is adopted in compliance with *National Instrument 52-110 Audit Committees* (“**NI 52-110**”).

1. MANDATE AND OBJECTIVES

The mandate of the audit committee of the Corporation (the “**Committee**”) is to assist the board of directors of the Corporation (the “**Board**”) in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Corporation to regulatory authorities and shareholders, the Corporation’s systems of internal controls regarding finance and accounting and the Corporation’s auditing, accounting and financial reporting processes.

The objectives of the Committee are to:

- a) serve as an independent and objective party to monitor the Corporation’s financial reporting and internal control system and review the Corporation’s financial statements;
- b) ensure the independence of the Corporation’s external auditors; and
- c) provide better communication among the Corporation’s auditors, the management and the Board.

2. COMPOSITION

The Committee shall be comprised of at least three (3) directors as determined by the Board. The majority of the members of the Committee shall be independent, within the meaning of NI 52-110.

At least one (1) member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices.

For the purposes of this Charter, the definition of “financially literate” is the ability to read and understand a set of financial statements 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 presumably be expected to be raised by the Corporation’s financial statements.

The members of the Committee shall be elected by the Board at its first meeting following each annual shareholders’ meeting. Unless a Chairman is elected by the Board, the members of the Committee may designate a Chairman by a majority vote of all the Committee members.

3. MEETINGS AND PROCEDURES

- 3.1 The Committee shall meet at least four (4) times a year or more frequently if required.
- 3.2 At all meetings of the Committee, every question shall be decided by a majority of the votes cast. In the case of an equality of votes, the Chairman shall not be entitled to a second vote.

- 3.3 A quorum for meetings of the Committee shall be a majority of its members and the rules for calling, holding, conducting and adjourning meetings of the Committee shall be the same as those governing meetings of the Board.

4. DUTIES AND RESPONSIBILITIES

The following are the general duties and responsibilities of the Committee:

4.1 Financial Statements and Disclosure Matters

- a) review the Corporation's financial statements, MD&A and any press releases regarding annual and interim earnings, before the Corporation publicly discloses such information, and any reports or other financial information which are submitted to any governmental body or to the public;
- b) must be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, other than the public disclosure referred to in subsection a) above, and must periodically assess the adequacy of those procedures.

4.2 External Auditors

- a) recommend to the Board the selection and, where applicable, the replacement of the external auditors to be nominated annually as well the compensation of such external auditors;
- b) oversee the work and review annually the performance and independence of the external auditors who shall be ultimately accountable to the Board and the Committee as representatives of the shareholders of the Corporation;
- c) on an annual basis, review and discuss with the external auditors all significant relationships they may have with the Corporation that may impact their objectivity and independence;
- d) consult with the external auditors about the quality of the Corporation's accounting principles, internal controls and the completeness and accuracy of the Corporation's financial statements;
- e) review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Corporation;
- f) review the audit plan for the year-end financial statements and intended template for such statements;
- g) review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, as well as any non-audit services provided by the external auditors to the Corporation or its subsidiary entities. The pre-approval requirement is satisfied with respect to the provision of non-audit services if:

- i) the aggregate amount of all such non-audit services provided to the Corporation constitutes no more than 5% of the total amount of fees paid by the Corporation and its subsidiary entities to its external auditors during the fiscal year in which the non-audit services are provided;
- ii) such services were not recognized by the Corporation or its subsidiary entities as non-audited services at the time of the engagement; and
- iii) such services are promptly brought to the attention of the Committee by the Corporation and approved, prior to the completion of the audit, by the Committee or by one or more of its members to whom authority to grant such approvals has been delegated by the Committee.

The Committee may delegate to one or more independent members of the Committee the aforementioned authority to pre-approve non-audited services, provided the pre-approval of the non-audit services is presented to the Committee at its first scheduled meeting following such approval.

4.3 Financial Reporting Processes

- a) in consultation with the external auditors, review with management the integrity of the Corporation's financial reporting process, both internal and external;
- b) consider the external auditor's judgments about the quality and appropriateness of the Corporation's accounting principles as applied in its financial reporting;
- c) consider and approve, if appropriate, changes to the Corporation's auditing and accounting principles and practices as suggested by the external auditors and management;
- d) review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements;
- e) review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented;
- f) establish procedures for the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters and the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters.

SCHEDULE "B"
STOCK OPTION PLAN

See attached.

BRILLE ENERGY SYSTEMS INC.

MAY 2021 STOCK OPTION PLAN

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STOCK OPTION PLAN SECTION I - GENERAL

PROVISIONS

1.1 Interpretation

For the purposes of this Plan, the following terms shall have the following meanings:

- i) **“Board”** means the Board of Directors of the Corporation;
- ii) **“Common Shares”** means the Common Shares of the Corporation;
- iii) **“Corporation”** means Braille Energy Systems Inc.;
- iv) **“Consultant”** means an individual (including an individual whose services are contracted through a personal holding corporation) retained by the Corporation or a subsidiary to provide consulting or management services on an ongoing basis;
- v) **“Discounted Market Price”** has the same meaning as set forth in Policy 1.1 of the Exchange;
- vi) **“Eligible Person”** means, subject to all applicable laws, any employee, officer, director of the Corporation or any subsidiary of the Corporation, Consultant or Management Company Employees;
- vii) **“Exchange”** means the TSX Venture Exchange or any other stock exchange on which the Common Shares are listed and posted for trading;
- viii) **“Exercise Price”** means the exercise price of an Option, as determined pursuant to Section 2.4 herein;
- ix) **“Expiry Date”** means the last day on which an Option may be exercised;
- x) **“Insider”** means in relation to the Corporation;
 - (a) a director or senior officer of the Corporation;
 - (b) a director or senior officer of a Company that is an Insider or subsidiary of the Corporation; or
 - (c) a person that beneficially owns or controls, directly or indirectly, Common Shares carrying more than 10% of the voting rights attached to all outstanding Common Shares of the Corporation;
- xi) **“Investor Relations Activities”** means any activities, by or on behalf of the Corporation or a shareholder of the Corporation, that promote or reasonably could be expected to promote

the purchase and sale of securities of the Corporation, but does not include the activities excluded by policy 1.1 of the Exchange;

- xii) **“Management Company Employees”** means an individual employed by an entity 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 engaged in Investor Relation Activities;
- xiii) **“Notice of Exercise”** means the notice of exercise to be signed and delivered to the Corporation by the Participant, the form of which is attached hereto as Appendix A to Schedule A;
- xiv) **“Option”** means an option to purchase Common Shares granted to an Eligible Person pursuant to the terms of the Plan;
- xv) **“Participant”** means Eligible Persons to whom Options have been granted;
- xvi) **“Plan”** means this Stock Option Plan of the Corporation;
- xvii) **“Share Compensation Arrangement”** means any stock option, stock option plan, employee stock purchase plan or other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise;
- xviii) **“Termination Date”** means the date on which a Participant ceases to be an Eligible Person.

In this Plan, words imparting the singular number only shall include the plural and vice versa and words imparting the masculine shall include the feminine.

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

1.2 Purpose

The purpose of the Plan is to advance the interests of the Corporation by:

- 1.2.1 providing Eligible Persons with additional incentive;
- 1.2.2 encouraging stock ownership by such Eligible Persons;
- 1.2.3 increasing the proprietary interest of Eligible Persons in the success of the Corporation;
- 1.2.4 encouraging Eligible Persons to remain with the Corporation or its subsidiaries; and
- 1.2.5 attracting new employees and officers.

1.3 Administration

- 1.3.1 The Plan shall be administered by the Board or a committee of the Board duly appointed for this purpose by the Board and consisting of not less than two (2) independent directors. If a committee is appointed for this purpose, all references herein to the Board will be deemed to be references to the Committee.
- 1.3.2 Subject to the limitations of the Plan, the Board shall have the authority to:
 - 1.3.2.1 grant options to purchase Common Shares to Eligible Persons;
 - 1.3.2.2 determine the terms, limitations, restrictions and conditions respecting such grants;
 - 1.3.2.3 interpret the Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the plan as it shall from time to time deem advisable; and
 - 1.3.2.4 make all other determinations and take all other actions in connection with the implementation and administration of the Plan.

The Board's guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Corporation and all other persons.

1.4 Shares Reserved

- 1.4.1 The maximum number of Common Shares which may be issued for all purposes under the Plan shall be equal to 16,187,949 Common Shares.
- 1.4.2 The maximum number of Common Shares which may be reserved for issuance to any one person under the Plan shall not exceed, on any twelve (12) month period, 5% of the Common Shares outstanding at the time of the grant (on a non-diluted basis) less the aggregate number of Common Shares reserved for issuance to such person under any other compensation or incentive mechanism granting Common Shares from treasury.
- 1.4.3 Any Common Shares subject to an Option which for any reason is cancelled or terminated without having been exercised, shall again be available for grants under the Plan.
- 1.4.4 The maximum number of Common Shares which may be reserved for issuance to a Consultant shall not exceed, on any twelve (12) month period, 2% of the Common Shares outstanding at the time of grant (on a non-diluted basis);
- 1.4.5 The maximum number of Common Shares which may be reserved for issuance to all persons providing Investor Relations Activities shall not exceed, on any twelve (12) month period, 2% of the Common Shares outstanding at the time of the grant (on a non-diluted basis). No acceleration of the vesting provision is allowed without prior Exchange

acceptance, in connection with options held by persons providing Investor Relations Activities;

1.4.6 The total number of Options granted to Insiders (as a group), within a 12-month period, shall not exceed 10% of the number of issued and outstanding Common Shares of the Corporation at the time of the grant (on a diluted basis).

1.4.7 The maximum number of Common Shares that are issuable pursuant to the Options granted or issued to Insiders (as a group) shall not exceed 10% of the number of issued and outstanding Common Shares of the Corporation at any point in time (unless the Issuer has obtained the requisite disinterested Shareholder approval).

1.5 Capital Reorganization

If there is change in the outstanding Common Shares by reason of any stock dividend or split, recapitalization, amalgamation, consolidation, combination or exchange of shares, or other corporate change, the Board shall make, subject to the prior approval of the Exchange, appropriate substitution or adjustment in:

1.5.1 the number or kind of shares or other securities reserved for issuance pursuant to the Plan; and

1.5.2 the number and kind of shares subject to unexercised Options theretofore granted and in the option price of such shares; provided however that no substitution or adjustment shall obligate the Corporation to issue or sell fractional shares.

If the Corporation is reorganized, amalgamated with another corporation, or consolidated, the Board shall make such provision for the protection of the rights of Participants as the Board in its discretion deems appropriate.

1.6 Additional Share Compensation Arrangements

Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required approvals.

1.7 Amendment and termination

1.7.1 The Board may amend, suspend or terminate the Plan or any portion thereof at any time in accordance with applicable legislation and subject to any required approval. No such amendment, suspension or termination shall alter or impair any Options or any rights pursuant thereto granted previously to any Participant without the consent of such Participant. If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force at the time of the Plan shall continue in effect during such time as an Option or any rights pursuant thereto remain outstanding.

- 1.7.2 With the consent of the affected Participants, the Board may amend or modify any outstanding Option in any manner to the extent that the Board would have had the authority to initially grant such award as so modified or amended, including without limitation, to change the date or dates as of which an Option becomes exercisable, subject to any required approvals.
- 1.7.3 In the event the Board wishes to reduce the Exercise Price or extend the term of Options granted to a Participant who is an insider of the Corporation at the time of the proposed price reduction or term extension, said price reduction or term extension will be subject to disinterested shareholder approval.

1.8 Compliance with legislation

The Plan, the grant and exercise of Options hereunder and the Corporation's obligation to sell and deliver Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and policies of the Exchange and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Corporation, be required. The Corporation shall not be obligated by any provision of the Plan or the grant of any Option hereunder to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals. No Option shall be granted and no Common Shares issued or sold hereunder where such grant, issue or sale would require regulatory approval of the Plan or of Common Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue or sale of Common Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to issue any Common Shares pursuant to the Plan unless such Common Shares shall have been duly approved for listing on the Exchange, upon official notice of issuance. Common Shares issued and sold to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws.

SECTION II - OPTIONS

2.1 Grants

Subject to the provisions of the Plan, the Board shall have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set forth in paragraph 2.4 hereof, applicable to the exercise of an Option, including without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Common Shares acquired upon exercise of an Option may be forfeited. An Eligible Person may receive Options on more than one occasion under the Plan and may receive separate Options on any one occasion.

In the event Options are granted to employees, Consultants or Management Company Employees, the Corporation must declare and represent that the Eligible Person is a *bona fide* employee, Consultant or Management Company Employee, as the case may be.

2.2 Notice of Grant

Following the grant of an Option by the Board, the President or any other member designated by the Board shall notify in writing the Participant (the “**Notice of Grant**”), such Notice of Grant shall include a copy of the Plan and a stock option agreement, the form of which is attached hereto as Schedule A.

2.3 Copy of the Plan

Each Eligible Person shall be given, along with the Notice of Grant, two (2) copies of the Plan and shall, within a delay of ten (10) days following the receipt of the Notice of Grant, sign and return a copy of the Plan to the Board. The Board shall, as soon as possible, deliver two (2) copies of any modifications to the Plan to a Participant, which shall, within a delay of ten (10) days following the receipt of said notice, sign a copy of the modification and return it to the Board.

2.4 Option Price

The Board shall establish the Exercise Price at the time each Option is granted, which shall in all cases be not less than the Discounted Market Price, subject to a minimum exercise price of \$0.05. If the issuer does not issue a news release to fix the price, the Discounted Market Price will be the last closing price of the Common Shares on the Exchange before the date of the stock option grant (less the applicable discount). The option price shall be subject to adjustment in accordance with the provisions of paragraph 1.5 hereinabove.

2.5 Exercise of Options

2.5.1 Options granted must be exercised no later than five (5) years after the date of grant or such lesser period as determined by the Board or as the regulations made pursuant to the Plan may require.

2.5.2 Options shall not be transferable or assignable by the Participants otherwise than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by the Participant and after death only by the Participant's legal representatives.

2.5.3 Except as otherwise determined by the Board:

2.5.3.1 if a Participant ceases to be an Eligible Person for any reason whatsoever other than death, each Option held by the Participant will cease to be exercisable on the Expiry Date or 3 months after the Termination Date whichever comes first, subject to any shorter period which may be imposed in any employment agreement, consulting agreement or any other type of agreement between the Corporation and the Eligible Person. If any portion of an Option is not vested by the Termination Date, that portion of the Option may not under any circumstances be exercised by the Participant. Without limitation, and for greater certainty only, this provision will apply regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of

dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest with the Participant;

2.5.3.2 if a Participant dies, each Option held by the Participant at the time of his death will cease to be exercisable on the Expiry Date or twelve (12) months after the Termination Date whichever comes first.

2.5.4 The Exercise Price of each Common Share purchased under an Option shall be paid in full in cash or by bank draft or certified cheque at the time of such exercise, and upon receipt of payment in full, but subject to the terms of the Plan, the number of Common Shares in respect of which the Option is exercised shall be duly issued as fully paid and non-assessable.

2.5.5 Subject to the provisions of the Plan, an option may be exercised from time to time by delivery to the Corporation at its registered office of the Notice of Exercise addressed to the Corporation specifying the number of Common Shares with respect to which the Option is being exercised and accompanied by payment in full of the Exercise Price of the Common Shares to be purchased. Certificates for such Common Shares shall be issued and delivered to the Optionee within a reasonable period of time following the receipt of such notice and payment.

2.5.6 An Option issued to a Consultant performing Investor Relations Activities must vest in stages over twelve (12) months from the date of grant with no more than 25% of the Option vesting in any three (3) month period.

2.5.7 Notwithstanding any of the provisions contained in the Plan or in any Option, the Corporation's obligation to issue Common Shares to a Participant pursuant to the exercise of an Option shall be subject to:

2.5.7.1 completion of such registration or other qualification of such Common Shares or obtaining approval of such governmental or regulatory authority as counsel to the Corporation shall reasonably determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;

2.5.7.2 the admission of such Common Shares to listing on the Exchange; and

2.5.7.3 the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Common Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to safeguard against the violation of the laws of any jurisdiction.

In this connection, the Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for issuance of such Common Shares in compliance with applicable laws and for the admission to listing of such Common Shares on the Exchange.

2.6 Hold Period

The Options, and the Shares which shall be issued following the exercise of such Options, shall be subject to a four (4) month hold period commencing on the date of grant and shall bear the following legend:

“Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate and the securities issued hereunder may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Ventures Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until [insert date that is 4 months and 1 day following the date of grant].”

SECTION III - MISCELLANEOUS PROVISIONS

- 3.1** The holder of an Option shall not have any rights as a shareholder of the Corporation with respect to any of the Common Shares covered by such Option until such holder shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Exercise Price of the Common Shares in respect of which the Option is being exercised).
- 3.2** Nothing in the Plan or any Option shall confer upon a Participant any right to continue in the employment of the Corporation or any subsidiary or affect in any way the right of the Corporation or any subsidiary to terminate his employment at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any subsidiary to extend the employment of any Participant beyond the time which he would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or any subsidiary, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or any subsidiary.

SCHEDULE A

STOCK OPTION AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20__.

BETWEEN: [NAME OF PARTICIPANT],

(hereinafter called the “**Optionee**”)

OF THE FIRST PART

AND: **BRAILLE ENERGY SYSTEMS INC.**, having its office at 945 Princess Street Box 117, Kingston, Ontario K7L 0E9

(hereinafter called the “**Corporation**”)

OF THE SECOND PART

WHEREAS the directors of the Corporation have authorized the granting of options to purchase shares in the capital of the Corporation to the Optionee who is either a director, officer, *bona fide* employee or *bona fide* consultant of the Corporation;

AND WHEREAS this option is being granted to the Optionee under the Corporation’s stock option plan (the “**Plan**”);

NOW THEREFORE THIS AGREEMENT WITNESSES:

DEFINITION

1. In this Agreement the term “share” or “shares” means, as the case may be, one or more common shares without par value in the capital stock of the Corporation as constituted at the date of this Agreement.

GRANTING OF OPTION

2. The Corporation hereby irrevocably grants to the Optionee a non-transferable, non-assignable option to purchase _____ shares in the capital stock of the Corporation (hereinafter called the “Option”) at a price of \$ _____ per share (the “Option Price”) on the terms and conditions hereinafter set forth. The Option shall also be subject to the terms and conditions of the Plan, a copy of which is delivered to the Optionee along with this Stock Option Agreement.

EXERCISE OF OPTION

3. Subject to the provisions hereof, the Option, or any part thereof, may be exercised by the Optionee upon receipt of all necessary regulatory approvals on or before the close of business of the Corporation’s principal office on _____ (such time and date being hereinafter called the “Expiry Time”), by notice in writing (the “Notice of Exercise”) to the Corporation, in the form attached hereto as Appendix A, subject to the following vesting provisions:

[Indicate vesting period, if any]

Any such notice given to the Corporation (an "Exercise Notice") shall specify the number of shares with respect to which the Option is being exercised and shall be accompanied by a certified cheque drawn on a Canadian chartered bank in favour of the Corporation in full payment of the Option Price for the number of shares then being purchased.

4. Options shall be subject to a four (4) month hold period in accordance with Section 2.6 of the Plan.

DELIVERY OF SHARE CERTIFICATE

5. The Corporation shall, within a reasonable delay after receipt of the Notice of Exercise, deliver to the Optionee a share certificate representing the number of shares with respect to which the Option was exercised and issued as of the date of the Notice of Exercise.
6. A Notice of Exercise shall be deemed to have been given, if delivered, on the date of delivery, or if mailed, on the date of mailing. A mailed Notice of Exercise shall be sent by prepaid registered mail addressed to the Corporation at the following address:

945 Princess Street
Box 117 Kingston, Ontario
K7L 0E9

OPTION ONLY

7. Nothing herein contained or done pursuant hereto shall obligate the Optionee to purchase and/or pay for any shares of the Corporation, except those shares in respect of which the Optionee shall have exercised all or any part of the Option granted hereunder.
8. The Optionee shall have no rights whatsoever as a shareholder in respect of any of the shares optioned hereunder other than in respect of optioned shares for which the Optionee shall have exercised all or any part of the Option granted hereunder and which shall have been taken up and paid for in full.

TSX VENTURE EXCHANGE

9. This Agreement and the grant of the Option is subject to acceptance by the Exchange in accordance with the rules and policies of the Exchange and the Optionee hereby agrees to be bound by any modification of the terms and conditions of the Option as may be

required by the Exchange. The Option may not be exercised until such acceptance has been received by the Corporation.

TERMINATION OF OPTION

- 10. The Option is not assignable or transferable and any portion of the Option which is not vested prior to the date upon which the Optionee ceases to be a director, officer, employee or consultant of the Corporation shall terminate immediately. Any unexercised but vested portion of the Option shall remain exercisable in accordance with the terms and conditions set forth in the Corporation's Plan. Should such cessation be due to the death of the Optionee, the legal representatives of the Optionee shall have the right to exercise any unexercised but vested portion of the Option in accordance with the terms and conditions set forth in the Corporation's Plan.

TIME OF THE ESSENCE

- 11. Time shall be of the essence of this Agreement.

SUCCESSORS

- 12. This Agreement shall enure to the benefit of and be binding upon the heirs, executors and administrators of the Optionee and the successors of the Corporation.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

EXECUTED and DELIVERED by the))
Optionee in the presence of:)
)

Name)
)

Address) _____
) ● (name of Optionee)

)

)

Occupation)
)

BRILLE ENERGY SYSTEMS INC.

Per: _____
Authorized Signatory

APPENDIX A NOTICE OF EXERCISE

TO: **BRILLE ENERGY SYSTEMS INC.** (the “**Corporation**”)
c/o Board of Directors

FROM: _____(the “**Optionee**”)

Terms which are not otherwise defined herein shall have the meanings ascribed to such terms in the Stock Option Agreement between the Optionee and the Corporation.

The Optionee hereby exercises the Option granted to the Optionee and hereby subscribes for _____common shares of the Corporation (the “**Common Shares**”) in accordance with and subject to the provisions of the Stock Option Agreement and the Corporation’s Plan and herewith makes payment of the Option Price in full for the said number of Common Shares.

The certificate(s) representing such Common Shares is to be registered as follows:

[Registration]

[Address]

[City, Province, Postal Code]

DATED this _____ day of _____, 20____.

[Signature of Optionee] _____

[Print full name of Optionee] _____

**SCHEDULE "C"
RIGHTS PLAN**

See attached.

SHAREHOLDER RIGHTS PLAN AGREEMENT

between

BRILLE ENERGY SYSTEMS INC.

and

COMPUTERSHARE INVESTOR SERVICES INC.

As Rights Agent

dated as of

November 24, 2022

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SHAREHOLDER RIGHTS PLAN AGREEMENT

This Shareholder Rights Plan Agreement (this "**Agreement**"), dated as of November 24, 2022, is entered into between Braille Energy Systems Inc., a corporation incorporated under the federal laws of Canada (the "**Corporation**") and Computershare Investor Services Inc., a corporation organised under the federal laws of Canada (the "**Rights Agent**").

RECITALS

WHEREAS the Board of Directors (as defined below) has determined that it is advisable and in the best interests of the Corporation to adopt the shareholder rights plan as provided in this Agreement (the "**Rights Plan**"), subject to ratification by the Independent Shareholders (as defined below) at the next annual meeting of shareholders of the Corporation, to prevent, to the extent possible, a creeping takeover of the Corporation and to ensure, to the extent possible, the fair treatment of all shareholders in connection with any take-over bid for the securities of the Corporation;

WHEREAS in order to implement the Rights Plan, the Board of Directors has authorized the issuance of: (a) one Right (as defined below) in respect of each Common Share (as defined below) outstanding at the Record Time (as defined below); (b) one Right in respect of each Common Share issued after the Record Time and prior to the earlier of the Separation Time (as defined below) and the Expiration Time (as defined below); and (c) the Rights Certificates (as defined below) to the holders of Rights pursuant to the terms and subject to the conditions set out in this Agreement;

WHEREAS each Right entitles the holder of the Right, after the Separation Time, to purchase securities of the Corporation pursuant to the terms and subject to the conditions set out in this Agreement; and

WHEREAS the Corporation desires to appoint the Rights Agent to act on behalf of the Corporation and the holders of Rights, and the Rights Agent has agreed to act on behalf of the Corporation and the holders of Rights, in connection with the issuance, transfer, exchange and replacement of Rights Certificates, the exercise of Rights and other matters referred to in this Agreement.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements set out in this Agreement, the parties agree as follows:

ARTICLE I INTERPRETATION

Section 1.01 Certain Definitions. In this Agreement, the following terms have the meanings indicated:

- (a) "**Acquiring Person**" means any Person who is the Beneficial Owner of 20% or more of the outstanding Voting Shares; provided, however, that the term "**Acquiring Person**" will not include:

- (i) the Corporation or any Subsidiary of the Corporation;
- (ii) any Person who becomes the Beneficial Owner of 20% or more of the outstanding Voting Shares as a result of one or any combination of:
 - (A) a Voting Share Reduction;
 - (B) a Permitted Bid Acquisition;
 - (C) an Exempt Acquisition;
 - (D) a Pro Rata Acquisition; or
 - (E) a Convertible Security Acquisition;

in each such case, until such time thereafter as such Person shall become the Beneficial Owner (otherwise than pursuant to any one or more of a Voting Share Reduction, a Permitted Bid Acquisition, an Exempt Acquisition, a Pro-Rata Acquisition or a Convertible Security Acquisition) of additional Voting Shares constituting more than 1% of the Voting Shares then outstanding, in which event such Person shall become an Acquiring Person as of the date and time of acquisition of such additional Voting Shares;

- (iii) for a period of ten days after the Disqualification Date (as defined below), any Person who becomes the Beneficial Owner of 20% or more of the outstanding Voting Shares as a result of such Person becoming disqualified from relying on [Section 1.01\(e\)\(v\)](#) solely because such Person makes or announces a current intention to make a Take-Over Bid, either alone or by acting jointly or in concert with any other Person and, for the purposes of this definition, “**Disqualification Date**” means the first date of public announcement that any Person is making or intends to make a Take-Over Bid; or
 - (iv) an underwriter or member of a banking or selling group that becomes the Beneficial Owner of 20% or more of the Voting Shares in connection with a distribution of securities of the Corporation.
- (b) “**Affiliate**”, when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly (including through one or more intermediaries), controls, is controlled by or is under common control with, such specified Person.
 - (c) “**Agreement**” means this shareholder rights plan agreement dated as of November 24, 2022 between the Corporation and the Rights Agent, as amended, modified, supplemented or restated from time to time.

- (d) “**Associate**”, when used to indicate a relationship with a specified Person, means a relative of the specified Person who has the same home as such specified Person, including:
- (i) a spouse of such specified Person or any Person of the same or opposite sex with whom such specified Person is living in a conjugal relationship outside marriage; and
 - (ii) any relative of a spouse or other Person referred to in Section 1.01(d)(i) who has the same home as such specified Person.
- (e) A Person will be deemed the “**Beneficial Owner**” of, and to have “**Beneficial Ownership**” of, and to “**Beneficially Own**”:
- (i) **any** securities as to which such Person or any of such Person’s Affiliates or Associates is the direct or indirect owner at law or in equity;
 - (ii) any securities as to which such Person or any of such Person’s Affiliates or Associates has, directly or indirectly, the right to acquire or become the owner at law or in equity (where such right is exercisable within a period of 60 days of the date of determination of Beneficial Ownership and whether or not on condition or the happening of any contingency or the making of any payment):
 - (A) pursuant to any agreement, arrangement, pledge or understanding (whether or not in writing), including but not limited to any lock-up agreement or similar agreement, arrangement or understanding that is not a Permitted Lock-Up Agreement, other than (1) customary agreements with and between underwriters and banking or selling group members with respect to a distribution of securities by the Corporation and (2) pledges of securities in the ordinary course of the pledgee’s business; or
 - (B) upon the exercise of any conversion right, exchange right, share purchase right (other than a Right), warrant or option; and
 - (iii) any securities that are Beneficially Owned within the meaning of Section 1.01(e)(i) and Section 1.01(e)(ii) by any other Person with whom such Person is acting jointly or in concert;
- provided, however, that a Person will not be deemed the “**Beneficial Owner**” or to have “**Beneficial Ownership**” of, or to “**Beneficially Own**”, any security:
- (iv) because that security has been deposited or tendered, or the holder of that security has agreed pursuant to a Permitted Lock-Up Agreement to deposit or tender that security, pursuant to a Take-Over Bid made by such Person or any of such Person’s Affiliates or Associates or any other Person acting

jointly or in concert with such Person until the deposited or tendered security is taken up or paid for, whichever occurs first;

- (v) where such Person, any of such Person's Affiliates or Associates or any other Person referred to in [Section 1.01\(e\)\(iii\)](#) holds such security; provided that:
- (A) the ordinary business of such Person (the “**Investment Manager**”) includes the management of investment funds for others (which others, for greater certainty, may include or be limited to one or more employee benefit plans or pension plans) and such security is held in the ordinary course of such business in the performance of the duties of the Investment Manager for the account of any other Person (the “**Client**”), including non-discretionary accounts held on behalf of a Client by a broker or dealer appropriately registered under applicable law;
 - (B) such Person is (1) the manager or trustee (the “**Fund Manager**”) of a mutual fund (a “**Mutual Fund**”) that is registered or qualified to issue its securities to investors under the securities laws of any province or territory of Canada or the securities laws of the United States/applicable securities laws and such security is held in the ordinary course of business in the performance of the Fund Manager's duties with respect to the Mutual Fund or (2) a Mutual Fund;
 - (C) such Person (the “**Trust Company**”) is licensed to carry on the business of a trust company under applicable law and, as such, acts as trustee or administrator or in a similar capacity in relation to the estates of deceased or incompetent Persons (each an “**Estate Account**”) or in relation to other accounts (each an “**Other Account**”) and holds such security in the ordinary course of such duties for the estate of any such deceased or incompetent Person or for such other accounts;
 - (D) such Person (the “**Administrator**”) is the administrator or trustee of one or more pension funds or plans (each, a “**Plan**”) registered under the laws of Canada or any province or territory thereof or the corresponding laws of the jurisdiction by which such Plan is governed or is such Plan and the Administrator or Plan holds such security for purposes of its activities as such;
 - (E) such Person is established by statute for purposes that include, and the ordinary business or activity of such Person (the “**Statutory Body**”) includes, the management of investment funds for employee benefit plans, pension plans, insurance plans of various

public bodies, and the Statutory Body holds such security for the purposes of its activities as such; or

(F) such Person is a Crown agent or agency (the "**Crown Agent**");

provided that, in any of the above cases, the Investment Manager, the Fund Manager, the Mutual Fund, the Trust Company, the Administrator, the Plan, the Statutory Body or the Crown Agent, as the case may be, is not then making and has not announced a current intention to make a Take-Over Bid, other than an Offer to Acquire Voting Shares or other securities pursuant to a distribution by the Corporation or by means of ordinary market transactions (including prearranged trades entered into in the ordinary course of business of such Person) executed through the facilities of a stock exchange or organized over-the-counter market, alone or acting jointly or in concert with any other Person;

(vi) because such Person is:

(A) a Client of the same Investment Manager as another Person on whose account the Investment Manager holds such security;

(B) an Estate Account or an Other Account of the same Trust Company as another Person on whose account the Trust Company holds such security; or

(C) a Plan with the same Administrator as another Plan on whose account the Administrator holds such security;

(vii) where such Person is:

(A) a Client of an Investment Manager and such security is owned at law or in equity by the Investment Manager;

(B) an Estate Account or an Other Account of a Trust Company and such security is owned at law or in equity by the Trust Company; or

(C) a Plan and such security is owned at law or in equity by the Administrator of the Plan; or

(viii) where such Person is the registered holder of securities as a result of carrying on the business of, or acting as a nominee of, a securities depository.

(f) "**Board of Directors**" means the board of directors of the Corporation or any duly constituted and empowered committee thereof.

- (g) “**Book Entry Form**” means, in reference to securities, securities that have been issued and registered in uncertificated form and includes securities evidenced by an advice or other statement and securities that are maintained electronically on the records of the Corporation's transfer agent but for which no certificate has been issued.
- (h) “**Business Day**” means any day other than a Saturday, Sunday or a day on which banking institutions in Ottawa, Ontario are authorized or obligated by law to close.
- (i) “**CBCA**” means the *Canada Business Corporations Act*.
- (j) “**close of business**” on any given date means the time on such date (or, if such date is not a Business Day, the time on the next succeeding Business Day) at which the principal office of the transfer agent for the Common Shares in Toronto, Ontario (or, after the Separation Time, the principal office of the Rights Agent in Toronto, Ontario) is closed to the public; provided, however, that for the purposes of the definition of “**Competing Permitted Bid**” and “**Permitted Bid**”, “**close of business**” on any date means 11:59 p.m. (local time at the place of deposit) on such date (or, if such date is not a Business Day, 11:59 p.m. (local time at the place of deposit) on the next succeeding Business Day).
- (k) “**Common Shares**” means the common shares in the capital of the Corporation and any other shares in the capital of the Corporation into which such shares may be subdivided, consolidated, reclassified or otherwise changed.
- (l) “**Competing Permitted Bid**” means a Take-Over Bid that:
 - (i) is made after a Permitted Bid or another Competing Permitted Bid has been made and prior to the expiry, termination or withdrawal of such Permitted Bid or Competing Permitted Bid;
 - (ii) satisfies all the provisions of the definition of a Permitted Bid other than the requirement set out in Section 1.01(ii)(ii)(A)(1); and
 - (iii) contains, and the take-up and payment for securities tendered or deposited thereunder is subject to, an irrevocable and unqualified provision that no Voting Shares will be taken up or paid for pursuant to such Take-Over Bid prior to the close of business on the last day of the minimum initial deposit period that such Take-Over Bid must remain open for deposits of securities thereunder pursuant to NI 62-104 after the date of the Take-Over Bid constituting the Competing Permitted Bid;

provided, however, that a Take-Over Bid that qualified as a Competing Permitted Bid will cease to be a Competing Permitted Bid at any time and as soon as such time when such Take-Over Bid ceases to meet any of the requirements of this definition and any acquisition of Voting Shares made pursuant to such Competing

Permitted Bid, including any acquisition of Voting Shares made prior to such time, will not be a Permitted Bid Acquisition.

- (m) A Person is “**controlled**” by another Person or two or more Persons acting jointly or in concert if:
 - (i) in the case of a body corporate, securities entitled to vote in the election of directors of such body corporate carrying more than 50% of the votes for the election of directors are held, directly or indirectly, by or on behalf of the other Person or Persons and the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of such body corporate;
 - (ii) in the case of a partnership other than a limited partnership, more than 50% of the interests in such partnership are held, directly or indirectly, by the other Person or Persons;
 - (iii) in the case of a limited partnership, the other Person or each of the other Persons is a general partner of the limited partnership; and
 - (iv) in the case of a Person that is not a body corporate, a partnership or a limited partnership, more than 50% of the voting interests of such entity are held, directly or indirectly by or for the benefit of the other Person or Persons,

and “**controls**”, “**controlling**” and “**under common control with**” will be interpreted accordingly.

- (n) “**Convertible Securities**” means any securities issued by the Corporation (other than the Rights) carrying any purchase, exercise, conversion or exchange right pursuant to which the holder of the securities may acquire Voting Shares or other securities convertible into or exercisable or exchangeable for Voting Shares (in each case, whether such right is exercisable immediately or after a specified period and whether or not on condition or the happening of any contingency or the making of any payment).
- (o) “**Convertible Security Acquisition**” means the acquisition of Voting Shares upon the exercise, conversion or exchange of Convertible Securities acquired by a Person pursuant to a Permitted Bid Acquisition, an Exempt Acquisition or a Pro Rata Acquisition.
- (p) “**Co-Rights Agents**” have the meaning set forth in Section 4.01(a).
- (q) “**Corporation**” has the meaning set forth in the preamble.
- (r) “**Disposition Date**” has the meaning set forth in Section 5.02(c).

- (s) **“Dividend Reinvestment Plan”** means a regular dividend reinvestment or other plan of the Corporation made available by the Corporation to holders of its securities where such plan permits the holder to direct that some or all of:
- (i) dividends paid in respect of shares of any class of the Corporation;
 - (ii) proceeds of redemption of shares of the Corporation;
 - (iii) interest paid on evidences of indebtedness of the Corporation; or
 - (iv) optional cash payments;
- be applied to the purchase from the Corporation of Voting Shares.
- (t) **"Effective Date"** means November 24, 2022.
- (u) **“Election to Exercise”** has the meaning set forth in Section 2.02(e)(ii).
- (v) **“Exempt Acquisition”** means an acquisition of Voting Shares or Convertible Securities:
- (i) in respect of which the Board of Directors has waived the application of Section 3.01 pursuant to the provisions of Section 5.02;
 - (ii) pursuant to a distribution of Voting Shares or Convertible Securities made by the Corporation:
 - (A) to the public pursuant to a prospectus; provided that, the Person does not thereby acquire a greater percentage of Voting Shares or Convertible Securities representing the right to acquire Voting Shares than the percentage of Voting Shares Beneficially Owned by such Person immediately prior to the distribution;
 - (B) by way of a private placement; provided that: (1) all necessary stock exchange approvals for such private placement have been obtained and such private placement complies with the terms and conditions of such approvals and (2) such Person does not thereby become the beneficial owner of more than 25% of the Voting Shares outstanding immediately prior to such private placement (and, for purpose of making this determination, the securities to be issued to such Person pursuant to the private placement will be deemed to be Beneficially Owned by such Person but will not be included in the aggregate number of outstanding Voting Shares immediately prior to such private placement); or
 - (iii) pursuant to an amalgamation, plan of arrangement, merger or other statutory procedure requiring shareholder approval.

- (w) "**Exercise Price**" means the price at which a holder may purchase the securities issuable upon exercise of one whole Right which, subject to adjustment in accordance with the terms hereof, shall be an amount equal to three times the Market Price per Common Shares determined as at the Separation Time.
- (x) "**Expansion Factor**" has the meaning set forth in Section 2.03(b).
- (y) "**Expiration Time**" means the earlier of (i) the time at which the right to exercise Rights shall terminate pursuant to Section 5.01(d) and (ii) the close of business on the date of termination of this Agreement pursuant to Section 5.18 or Section 5.19.
- (z) "**Flip-In Event**" means a transaction or other action in or pursuant to which any Person becomes an Acquiring Person.
- (aa) "**holder**" of any Rights, unless the context otherwise requires, means the registered holder of such Rights (or, prior to the Separation Time, of the associated Common Shares).
- (bb) "**Independent Shareholders**" means holders of any Voting Shares, other than:
 - (i) any Acquiring Person;
 - (ii) any Offeror (other than any Person who, pursuant to Section 1.01(e)(v), is not deemed to Beneficially Own the Voting Shares held by such Person);
 - (iii) any Affiliate or Associate of an Acquiring Person or an Offeror;
 - (iv) any Person acting jointly or in concert with an Acquiring Person or an Offeror; and
 - (v) any employee benefit plan, stock purchase plan, deferred profit-sharing plan and any other similar plan or trust for the benefit of employees of the Corporation or any of its Subsidiaries, unless the beneficiaries of the plan or trust direct the manner in which the Voting Shares are to be voted or direct whether the Voting Shares are to be tendered to a Take-Over Bid.
- (cc) "**Market Price**" of any securities on any date of determination means the average daily closing prices per security of those securities (determined as described below) on each of the 20 consecutive Trading Days through and including the Trading Day immediately preceding such date; provided, however, that, if an event of a type analogous to any of the events described in Section 2.03 will have caused the closing prices used to determine the Market Price on any Trading Day not to be fully comparable with the closing price on that date of determination or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day, each such closing price so used will be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.03 in order to make it fully comparable with the closing price on the date of

determination or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day. The closing price of any securities on any date will be:

- (i) the closing board lot sale price or, if no such sale takes place on such date, the average of the closing bid and asked prices for each of such securities as reported by the securities exchange or national quotation system on which such securities are listed or admitted to trading on which the largest number of such securities were traded during the most recently completed calendar year; or
- (ii) if for any reason none of such prices is available on such day or the securities are not listed or admitted to trading on a securities exchange or on a national quotation system, the last sale price or, if no sale takes place on such date, the average of the high-bid and low-asked prices, for each of such securities in the over-the-counter market, as quoted by any reporting system then in use (as selected in good faith by the Board of Directors); or
- (iii) if for any reason none of such prices is available on such day or the securities are not listed or admitted to trading on a securities exchange or quoted by any such reporting system, the average of the closing bid and asked prices as furnished by a professional market-maker making a market in the securities selected by the Board of Directors;

provided, however, that, if for any reason none of such prices is available on such day, the closing price of such securities on such date shall mean the fair value per security of such securities on such date as determined in good faith by a nationally or internationally recognized investment dealer or investment banker selected by the Board of Directors.

- (dd) “**NI 62-104**” means National Instrument 62-104 – Take-Over Bids and Issuer Bids.
- (ee) “**Nominee**” has the meaning set forth in Section 2.02(d).
- (ff) “**Offer to Acquire**” includes:
 - (i) an offer to purchase, a public announcement of an intention to make an offer to purchase, or a solicitation of an offer to sell; and
 - (ii) an acceptance of an offer to sell, whether or not that offer to sell has been solicited;

or any combination thereof, and the Person accepting an offer to sell will be deemed to be making an Offer to Acquire to the Person that made the offer to sell.

- (gg) **“Offeror”** means a Person who has announced a current intention to make or who is making a Take-Over Bid, other than a person who has completed a Permitted Bid, a Competing Permitted Bid or an Exempt Acquisition.
- (hh) **“Offeror’s Securities”** means Voting Shares Beneficially Owned by an Offeror on the date of the Offer to Acquire.
- (ii) **“Permitted Bid”** means a Take-Over Bid made by an Offeror by way of a take-over bid circular and that also complies with the following additional provisions:
 - (i) the Take-Over Bid is made to all holders of Voting Shares as registered on the books of the Corporation, other than the Offeror; and
 - (ii) the Take-Over Bid shall contain, and the take-up and payment for securities tendered or deposited under the Take-Over Bid shall be subject to, irrevocable and unqualified provisions that:
 - (A) no Voting Shares shall be taken up or paid for pursuant to the Take-Over Bid: (1) prior to the close of business on a date that is not less than 105 days following the date of the Take-Over Bid or such shorter minimum initial deposit period that a take-over bid (that is not exempt from the general takeover bid requirements contained in Part 2 of NI 62-104) must remain open for deposits of securities thereunder, in the applicable circumstances at such time, pursuant to NI 62-104 and (2) then only if, at the close of business on the date Voting Shares are first taken up or paid for pursuant to such Take-Over Bid, more than 50% of then-outstanding Voting Shares held by Independent Shareholders have been deposited or tendered pursuant to the Take-Over Bid and not withdrawn;
 - (B) unless the Take-Over Bid is withdrawn, Voting Shares may be deposited pursuant to such Take-Over Bid at any time during the period of time between the date of the Take-Over Bid and the date on which Voting Shares may be taken up and paid for and that any Voting Shares deposited pursuant to the Take-Over Bid may be withdrawn until taken up and paid for; and
 - (C) if, on the date on which Voting Shares may be taken up and paid for, more than 50% of the Voting Shares held by Independent Shareholders shall have been deposited pursuant to the Take-Over Bid and not withdrawn, the Offeror will make a public announcement of that fact and the Take-Over Bid will remain open for deposits and tenders of Voting Shares for not less than ten Business Days from the date of such public announcement;

provided, however, that a Take-Over Bid that qualified as a Permitted Bid shall cease to be a Permitted Bid at any time and as soon as such time when such Take-Over Bid ceases to meet any of the requirements of this definition.

- (jj) **“Permitted Bid Acquisition”** means an acquisition of Voting Shares or Convertible Securities made pursuant to a Permitted Bid or a Competing Permitted Bid; provided, however, for greater certainty, that any acquisition of Voting Shares or Convertible Securities made pursuant to a Permitted Bid or a Competing Permitted Bid that ceased to be a Permitted Bid or a Competing Permitted Bid by reason of such acquisition ceasing to meet all of the requirements of the definition of "Permitted Bid" or "Competing Permitted Bid", as applicable, including before such acquisition ceased to be a Permitted Bid or a Competing Permitted Bid, as applicable, will not be a Permitted Bid Acquisition.
- (kk) **“Permitted Lock-Up Agreement”** means an agreement (the "**Lock-Up Agreement**") between a Person and one or more holders of Voting Shares or Convertible Securities who is not an Affiliate or Associate of such Person or another Person with whom, and in respect of which security, such Person is acting jointly or in concert (each a "**Locked-Up Person**") pursuant to which such Locked-Up Person agrees to deposit or tender Voting Shares or Convertible Securities to a Take-Over Bid (the "**Lock-Up Bid**") made or to be made by such Person, any of such Person's Affiliates or Associates or any Person referred to in Section 1.01(e)(iii); provided that:
- (i) the terms of such Lock-Up Agreement are publicly disclosed and a copy of such Lock-Up Agreement is made available to the public (including the Corporation) not later than the date of the Lock-Up Bid/the Lock-Up Bid is publicly announced or, if the Lock-Up Bid has been made prior to the date on which such Lock-Up Agreement is entered into, forthwith and in any event not later than the date of such Lock-Up Agreement (or, if such date is not a Business Day, on the Business Day next following such date);
 - (ii) the Lock-Up Agreement permits a Locked-Up Person to terminate its obligation to deposit or tender to or not to withdraw Voting Shares or Convertible Securities from the Lock-Up Bid, and to terminate any obligation with respect to the voting of such securities, in order to deposit or tender such securities to another Take-Over Bid or support another transaction:
 - (A) where the price or value of the consideration per Voting Share or Convertible Security offered under such other Take-Over Bid or transaction: (1) exceeds the price or value of the consideration per Voting Share or Convertible Security offered under the Lock-Up Bid or (2) exceeds by as much as or more than a specified amount (the "**Specified Amount**") the price or value of the consideration per Voting Share or Convertible Security at which the Locked-Up Person has agreed to deposit or tender Voting Shares or Convertible Securities to the Lock-Up Bid; provided that, such Specified Amount is not greater than 7% of the price or value of the consideration per Voting Share or Convertible Security under the Lock-Up Bid; and

- (B) if the number of Voting Shares or Convertible Securities offered to be purchased under the Lock-Up Bid is less than 100% of the Voting Shares or Convertible Securities held by the Independent Shareholders, where the price or value per Voting Share or Convertible Security offered under such other Take-Over Bid or transaction is not less than the price or value of the consideration per Voting Share or Convertible Security offered under the Lock-Up Bid and the number of Voting Shares or Convertible Securities to be purchased under such other Take-Over Bid or transaction: (1) exceeds the number of Voting Shares or Convertible Securities offered to be purchased under the Lock-Up Bid or (2) exceeds by as much as or more than a specified number (the "**Specified Number**") the number of Voting Shares or Convertible Securities offered to be purchased under the Lock-Up Bid; provided that, such Specified Number is not greater than 7% of the number of Voting Shares or Convertible Securities offered to be purchased under the Lock-Up Bid;

and, for greater certainty, such Lock-Up Agreement may contain a right of first refusal or require a period of delay to give such Person an opportunity to match the higher price, value or number in such other Take-Over Bid or transaction, or other similar limitation on a Locked-Up Person's right to withdraw Voting Shares or Convertible Securities from the Lock-Up Agreement, so long as the limitation does not preclude the exercise by the Locked-Up Person of the right to withdraw Voting Shares or Convertible Securities in sufficient time to deposit or tender to the other Take-Over Bid or support the other transaction; and

- (iii) no "break-up" fees, "top-up" fees, penalties, expense reimbursement or other amounts that exceed in the aggregate the greater of:
 - (A) the cash equivalent of 2.5% of the price or value of the consideration payable under the Lock-Up Bid to a Locked-Up Person; and
 - (B) 50% of the amount by which the price or value of the consideration payable under another Take-Over Bid or transaction to a Locked-Up Person exceeds the price or value of the consideration that such Locked-Up Person would have received under the Lock-Up Bid;

shall be payable by a Locked-Up Person pursuant to the Lock-Up Agreement if any Locked-Up Person fails to deposit or tender Voting Shares or Convertible Securities to the Lock-Up Bid or withdraws Voting Shares or Convertible Securities previously deposited or tendered thereto in order to deposit or tender such securities to another Take-Over Bid or support another transaction.

- (ll) **“Person”** shall include any individual, partnership, limited partnership, association, body corporate, organization, trust, trustee, executor, administrator, legal representative, government or governmental entity, syndicate or other entity, whether or not having legal status.
- (mm) **“Privacy Laws”** has the meaning set forth in Section 4.06.
- (nn) **“Pro Rata Acquisition”** means an acquisition by a Person of Voting Shares or Convertible Securities:
- (i) under a Dividend Reinvestment Plan;
 - (ii) as a result of a dividend, subdivision or other event pursuant to which such Person receives or acquires Voting Shares or Convertible Securities on the same pro rata basis as all other holders of Voting Shares (other than holders resident in a jurisdiction where a distribution of such securities is restricted or impracticable as a result of applicable law); or
 - (iii) pursuant to the receipt or exercise of rights (other than the Rights) issued by the Corporation and distributed to all of the holders of Voting Shares (other than holders resident in a jurisdiction where a distribution of such securities is restricted or impracticable as a result of applicable law) on a pro rata basis to subscribe for or purchase Voting Shares or Convertible Securities; provided that, such rights are acquired directly from the Corporation and not from any other Person, and such Person does not acquire a greater percentage of the securities issuable on exercise of the offered rights than the percentage of Voting Shares Beneficially Owned by such Person immediately prior to the commencement of the offering of rights.
- (oo) **“Record Date”** means November 24, 2022.
- (pp) **“Record Time”** means the close of business on the Record Date.
- (qq) **“Redemption Price”** has the meaning set forth in Section 5.01(a).
- (rr) **“Resident Agent”** has the meaning set forth in Section 5.12.
- (ss) **“Right”** means a right to purchase one Common Share, subject to adjustment as set out in this Agreement, upon the terms and subject to the conditions set out in this Agreement.
- (tt) **“Rights Agent”** has the meaning set forth in the preamble.
- (uu) **“Rights Certificate”** means a certificate representing the Rights after the Separation Time, which shall be substantially in the form set out in [Schedule A](#)
- (vv) **“Rights Plan”** has the meaning set forth in the recitals.

- (ww) “**Rights Register**” has the meaning set forth in Section 2.06(a).
- (xx) “**Rights Registrar**” has the meaning set forth in Section 2.06(a).
- (yy) “**Securities Act**” means the *Securities Act* (Ontario).
- (zz) “**Separation Time**” means the close of business on the tenth Trading Day after the earliest of:
 - (i) the Voting Share Acquisition Date;
 - (ii) the date of the commencement of, or first public announcement of the intent of any Person (other than the Corporation or any Subsidiary of the Corporation) to make, a Take-Over Bid (other than a Permitted Bid or a Competing Permitted Bid); and
 - (iii) the date upon which a Permitted Bid or a Competing Permitted Bid ceases to qualify as a Permitted Bid or a Competing Permitted Bid, as the case may be;

or such later date as may be determined by the Board of Directors; provided, however, that: (A) if any Take-Over Bid referred to in Section 1.01(zz)(ii) expires, is cancelled, terminated or otherwise withdrawn prior to the Separation Time, such Take-Over Bid shall be deemed, for the purposes of the definition of "Separation Time", never to have been made and (B) if the application of Section 3.01 to a Flip-In Event has been waived pursuant to the provisions of Section 5.02, the Separation Time in respect of such Flip-In Event will be deemed never to have occurred.

- (aaa) “**Subsidiary**” means a Person that in relation to another Person:
 - (i) is controlled by:
 - (A) that other;
 - (B) that other and one or more Persons, each of which is controlled by that other; or
 - (C) two or more Persons, each of which is controlled by that other; or
 - (ii) is a Subsidiary of a Person that is that other’s Subsidiary.
- (bbb) “**Take-Over Bid**” means an Offer to Acquire Voting Shares or Convertible Securities where the Voting Shares subject to the Offer to Acquire, together with (i) the Voting Shares underlying the Convertible Securities subject to the Offer to Acquire and (ii) the Offeror's Securities, constitute in the aggregate 20% or more of the outstanding Voting Shares at the date of the Offer to Acquire.

- (ccc) “**Trading Day**”, when used with respect to any securities, means a day on which the principal Canadian stock exchange on which those securities are listed or admitted to trading is open for the transaction of business or, if the securities are not listed or admitted to trading on any Canadian stock exchange, a Business Day.
- (ddd) “**Voting Share Acquisition Date**” means the first date of public announcement (which, for purposes of this definition, shall include a news release issued or report filed pursuant to Part 5 of NI 62-104 or section 4.5 of National Instrument 62-103 – The Early Warning System and Related Take-Over Bid and Insider Reporting Issues) by the Corporation or a Person of facts indicating that any Person has become an Acquiring Person.
- (eee) “**Voting Share Reduction**” means an acquisition or redemption by the Corporation of Voting Shares which, by reducing the number of Voting Shares outstanding, increases the proportionate number of Voting Shares Beneficially Owned by any person to 20% or more of the then-outstanding Voting Shares.
- (fff) “**Voting Shares**” means, collectively, the Common Shares and any other shares in the capital of the Corporation entitled to vote generally for the election of directors of the Corporation.

Section 1.02 Certain Rules of Interpretation. In this Agreement:

- (a) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.
- (b) **Currency.** All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise specified.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number include the plural and vice versa.
- (d) **Certain Phrases, etc.** The words “**including**”, “**includes**” and “**include**” mean “including (or includes or include) without limitation”. Unless stated otherwise, “**Article**”, “**Section**” and “**Schedule**” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement. The terms “**this Agreement**”, “**hereto**”, “**herein**”, “**hereby**”, “**hereunder**”, “**hereof**” and similar expressions refer to this Agreement and not to any particular Article or Section and include any schedules and amendments hereto and modifications, replacements or restatements hereof.
- (e) **Statutory References.** Any reference to a statute, regulation or rule shall be construed as a reference thereto as the same may from time to time be amended, re-enacted or replaced (or, if repealed and there shall be no replacement therefor, to the same as at the date of this Agreement), and any reference to a statute shall include any regulations, rules, policies or directions made thereunder.

- (f) **Calculation of Percentage of Voting Shares Beneficially Owned.** For purposes of this Agreement, the percentage of Voting Shares Beneficially Owned by any Person will be and be deemed to be the product (expressed as a percentage) determined by the formula:

$$100 \times \frac{A}{B}$$

where:

A = the number of votes for the election of all directors of the Corporation generally attaching to the Voting Shares Beneficially Owned by such Person; and

B = the number of votes for the election of all directors of the Corporation generally attaching to all outstanding Voting Shares.

Where any Person is deemed to Beneficially Own unissued Voting Shares, such Voting Shares will be deemed for purposes of both “A” and “B” in the formula above to be outstanding for the purpose of calculating the percentage of Voting Shares Beneficially Owned by such Person.

- (g) **Acting Jointly or in Concert.** For purposes of this Agreement, a Person is acting jointly or in concert with another Person if such first-mentioned Person has any agreement, arrangement or understanding (whether formal or informal and whether or not in writing) with such other Person or any of such other Person's Affiliates or Associates to acquire or make an Offer to Acquire any Voting Shares or Convertible Securities (other than (A) customary agreements with and between underwriters and banking or selling group members with respect to a distribution of securities by the Corporation; (B) pledges of securities in the ordinary course of the pledgee's business); and (C) Permitted Lock-Up Agreements).

ARTICLE II THE RIGHTS

Section 2.01 Issuance and Evidence of Rights.

- (a) One Right will be issued in respect of each Common Share:
- (i) issued and outstanding as at the Record Time; and
 - (ii) issued after the Record Time and prior to the earlier of the Separation Time and the Expiration Time.
- (b) Certificates issued for Common Shares after the Record Time but prior to the earlier of the Separation Time and the Expiration Time will evidence one Right for each Common Share represented thereby and will have impressed on, printed on, written on or otherwise affixed to them a legend in substantially the following form:

“Until the earlier of the Separation Time and the Expiration Time (as both terms are defined in the Shareholder Rights Plan Agreement referred to below), this certificate also evidences and entitles the holder to Rights as set forth in a Shareholder Rights Plan Agreement dated as of November 24, 2022, as may be amended, restated or supplemented from time to time (the “Shareholder Rights Plan Agreement”), between Braille Energy Systems Inc. (the “Corporation”) and Computershare Investor Services Inc., as Rights Agent, the terms of which are incorporated in this certificate by reference and a copy of which is on file at the principal executive offices of the Corporation. Under certain circumstances as set out in the Shareholder Rights Plan Agreement, the Rights may be redeemed, may expire, may become void or may be evidenced by separate certificates and no longer evidenced by this certificate. The Corporation will mail or arrange for the mailing of a copy of the Shareholder Rights Plan Agreement to the holder of this certificate without charge as soon as practicable after the receipt of a written request therefor.”

Certificates representing Common Shares that are issued and outstanding as at the Record Time will evidence one Right for each Common Share represented thereby notwithstanding the absence of the foregoing legend until the earlier of the Separation Time and Expiration Time.

- (c) Any Common Shares issued and registered in Book Entry Form after the Record Time but prior to the earlier of the Separation Time and the Expiration Time will evidence, in addition to such Common Shares, one Right for each Common Share represented by such registration and the registration record of such Common Share will include the legend provided in Section 2.01(b), adapted accordingly as the Rights Agent may reasonably require. Common Shares registered in Book Entry Form that are issued and outstanding as at the Record Time will also evidence one Right for each Common Share evidenced thereby notwithstanding the absence of the foregoing legend until the earlier of the Separation Time and the Expiration Time

Section 2.02 Initial Exercise Price; Exercise of Rights; Detachment of Rights.

- (a) Subject to adjustment as set out in this Agreement, each Right will entitle the holder, after the Separation Time and prior to the Expiration Time, to purchase one Common Share for the Exercise Price. Notwithstanding any other provision of this Agreement, any Rights held by the Corporation or any of its Subsidiaries shall be void.
- (b) Until the Separation Time:
 - (i) the Rights will not be exercisable and no Right may be exercised; and
 - (ii) each Right will be evidenced by the certificates for the associated Common Share registered in the name of the holder thereof (and which certificate shall also be deemed to be a Rights Certificate) and will be

transferable only together with, and will be transferred by a transfer of, such associated Common Share.

- (c) From and after the Separation Time and prior to the Expiration Time:
 - (i) the Rights will be exercisable; and
 - (ii) the registration and transfer of the Rights will be separate from and independent of the Common Shares.

- (d) Promptly following the Separation Time, the Corporation will prepare or cause to be prepared and the Rights Agent will mail to each holder of record of Common Shares as of the Separation Time and, in respect of each Convertible Security converted into Common Shares after the Separation Time and prior to the Expiration Time, promptly after such conversion, the Corporation will prepare or cause to be prepared and the Rights Agent will mail to the holder so converting (other than, in either case, an Acquiring Person and any transferee whose rights are or become null and void under Section 3.01(b) and, in respect of any Rights Beneficially Owned by such Acquiring Person or any such transferee that are not held of record by such Acquiring Person or any such transferee, the holder of record of such Rights (a “**Nominee**”)), at such holder’s address as shown by the records of the Corporation (the Corporation hereby agreeing to furnish copies of those records to the Rights Agent for this purpose):
 - (i) a Rights Certificate appropriately completed, representing the number of Rights held by the holder at the Separation Time or at the time of conversion, as applicable, and having such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Corporation may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law, rule or regulation or judicial or administrative order made pursuant thereto or with any rule or regulation of any self-regulatory organization, stock exchange or quotation system on which the Rights may from time to time be listed or traded, or to conform to usage; and
 - (ii) a disclosure statement describing the Rights;

provided that, a Nominee will be sent the materials provided for in Section 2.02(d)(i) and Section 2.02(d)(ii) only in respect of all Common Shares held of record by it that are not Beneficially Owned by an Acquiring Person. In order for the Corporation to determine whether any Person is holding Common Shares that are Beneficially Owned by another Person, the Corporation may require such first-mentioned Person to furnish such information and documentation as the Corporation deems necessary.

- (e) Rights may be exercised, in whole or in part, on any Business Day after the Separation Time and prior to the Expiration Time by submitting to the Rights

Agent at its office in Toronto, Ontario or any other office of the Rights Agent in cities designated from time to time for that purpose by the Corporation with the approval of the Rights Agent:

- (i) the Rights Certificate evidencing such Rights;
 - (ii) an election to exercise such Rights (an “**Election to Exercise**”) substantially in the form attached to the Rights Certificate duly completed and executed by the holder or such holder's executors or administrators or other personal representatives or such holder's or their legal attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Rights Agent; and
 - (iii) payment by certified cheque, banker’s draft or money order payable to the order of the Rights Agent, of a sum equal to the Exercise Price multiplied by the number of Rights being exercised and a sum sufficient to cover any transfer tax or charge that may be payable in respect of any transfer or delivery of Rights Certificates or the issuance or delivery of certificates for Common Shares in a name other than that of the holder of the Rights being exercised.
- (f) Upon receipt of a Rights Certificate, together with a completed Election to Exercise executed in accordance with Section 2.02(e)(ii), which does not indicate that such Right is null and void as provided by Section 3.01(b), and payment as set out in Section 2.02(e)(iii), the Rights Agent (unless otherwise instructed by the Corporation in the event that the Corporation is of the opinion that the Rights cannot be exercised in accordance with this Agreement) will then promptly:
- (i) requisition from the transfer agent for the Common Shares certificates representing the number of Common Shares to be purchased (the Corporation hereby irrevocably authorizes its transfer agent to comply with such requisitions);
 - (ii) when appropriate, requisition from the Corporation the amount of cash, if any, to be paid in lieu of issuing fractional Common Shares;
 - (iii) after receipt of the certificates referred to in Section 2.02(f)(i), deliver such certificates to or upon the order of the registered holder of such Rights Certificate, registered in any such name or names as may be designated by the holder;
 - (iv) when appropriate, after receipt, deliver the cash referred to in Section 2.02(f)(ii) to or to the order of the registered holder of such Rights Certificate; and
 - (v) remit to the Corporation all payments received on exercise of the Rights.

- (g) In case the holder of any Rights exercises less than all the Rights evidenced by such holder's Rights Certificate, a new Rights Certificate evidencing the Rights remaining unexercised (subject to the provisions of Section 5.06(a)) will be issued by the Rights Agent to such holder or to such holder's duly authorized assigns.
- (h) The Corporation covenants and agrees that it will:
 - (i) take all action as may be necessary and within its power to ensure that all securities delivered upon the exercise of Rights will, at the time of delivery of the certificates for those securities (subject to payment of the Exercise Price), be duly and validly authorized and issued as fully paid and non-assessable;
 - (ii) take all such action as may be necessary and within its power to comply with the requirements of the CBCA, the Securities Act and any other applicable law, rule or regulation, in connection with the issuance and delivery of the Rights, the Rights Certificates and the issuance of any securities upon exercise of Rights;
 - (iii) use reasonable efforts to cause all securities issued upon the exercise of Rights to be listed upon issuance on the stock exchanges on which the Common Shares were traded immediately prior to the Voting Share Acquisition Date;
 - (iv) if required, cause to be reserved and kept available out of its authorized Common Shares the number of Common Shares that, as provided in this Agreement, will from time to time be sufficient to permit the exercise in full of all outstanding Rights; and
 - (v) pay when due and payable, if applicable, any and all federal, provincial, state and municipal transfer taxes and charges (not including any income or capital taxes of the holder or exercising holder or any liability of the Corporation to withhold tax) that may be payable in respect of the original issuance or delivery of the Rights Certificates or certificates for Common Shares to be issued upon exercise of any Rights; provided that, the Corporation will not be required to pay any transfer tax or charge that may be payable in respect of any transfer involved in the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for securities issued upon exercise of Rights in a name other than that of the holder of the Rights being transferred or exercised.

Section 2.03 Adjustments to Exercise Price; Number of Rights.

- (a) The Exercise Price, the number and kind of securities subject to purchase upon exercise of each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 2.03.

- (b) If the Corporation at any time after the Record Time and prior to the Expiration Time:
- (i) declares or pays a dividend on the Common Shares payable in Common Shares (or other securities exchangeable for or convertible into or giving a right to acquire Common Shares) other than: (A) pursuant to any Dividend Reinvestment Plan or (B) a dividend payable in Common Shares (or other securities exchangeable for or convertible into or giving a right to acquire Common Shares) in lieu of (and having a value no greater than) a dividend paid in the ordinary course;
 - (ii) subdivides or changes the outstanding Common Shares into a greater number of Common Shares;
 - (iii) consolidates or changes the outstanding Common Shares into a smaller number of Common Shares; or
 - (iv) issues any Common Shares (or other securities exchangeable for or convertible into or giving a right to acquire Common Shares) in respect of, in lieu of or in exchange for existing Common Shares;

the Exercise Price and the number of Rights outstanding (or, if the payment or effective date therefor occurs after the Separation Time, the securities purchasable upon exercise of Rights) will be adjusted as of the payment or effective date such that:

- (A) if the Exercise Price and number of Rights outstanding are to be adjusted: (1) the Exercise Price in effect after such adjustment will be equal to the Exercise Price in effect immediately prior to such adjustment divided by the number of Common Shares (or other securities of the Corporation) (the “**Expansion Factor**”) that a holder of one Common Share immediately prior to such dividend, subdivision, consolidation, change or issuance would hold thereafter as a result thereof and (2) each Right held prior to such adjustment will become that number of Rights equal to the Expansion Factor, and the adjusted number of Rights will be deemed to be distributed among the Common Shares with respect to which the original Rights were associated (if they remain outstanding) and the securities of the Corporation issued in respect of such dividend, subdivision, consolidation, change or issuance, so that each such Common Share (or other security of the Corporation) will have exactly one Right associated with it; and
- (B) if the securities purchasable upon exercise of Rights are to be adjusted, the securities purchasable upon exercise of each Right after such adjustment will be the securities that a holder of the securities purchasable upon exercise of one Right immediately

prior to such dividend, subdivision, consolidation, change or issuance would hold thereafter as a result thereof.

Adjustments made pursuant to this Section 2.03(b) will be made successively, whenever an event referred to in this Section 2.03(b) occurs.

- (c) If the Corporation at any time after the Record Time and prior to the Expiration Time fixes a record date for the issuance of rights, options or warrants to all or substantially all holders of Common Shares entitling them to subscribe for or purchase (for a period expiring within 45 calendar days after such record date) Common Shares (or securities convertible into or exchangeable for or carrying a right to acquire Common Shares) at a price per Common Share (or, if a security convertible into or exchangeable for or carrying a right to acquire Common Shares, having a conversion, exchange or exercise price, including the price required to be paid to purchase such convertible or exchangeable security or right, per share) less than 95% of the Market Price per Common Share on such record date, the Exercise Price to be in effect after such record date will be determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction:
- (i) the numerator of which will be the number of Common Shares outstanding on such record date, plus the number of Common Shares that the aggregate offering price of the total number of Common Shares so to be offered (and/or the aggregate initial conversion, exchange or exercise price of the convertible or exchangeable securities or rights to be offered, including the price required to be paid to purchase such convertible or exchangeable securities or rights) would purchase at such Market Price per Common Share; and
 - (ii) the denominator of which will be the number of Common Shares outstanding on such record date, plus the number of additional Common Shares to be offered for subscription or purchase (or into which the convertible or exchangeable securities or rights to be offered are initially convertible, exchangeable or exercisable).

In case a subscription price may be paid by delivery of consideration, part or all of which may be in a form other than cash, the value of such consideration will be as determined in good faith by the Board of Directors, whose determination will be described in a statement filed with the Rights Agent and will be binding on the Rights Agent and the holders of the Rights. Such adjustments will be made successively whenever such a record date is fixed and, to the extent that such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price will be readjusted to be the Exercise Price that would then be in effect based on the number of Common Shares (or securities convertible or exchangeable for Common Shares) actually issued on exercise of such rights, options or warrants.

- (d) If the Corporation at any time after the Record Time and prior to the Expiration Time fixes a record date for a distribution to all or substantially all holders of Common Shares (including any such distribution made in connection with a merger in which the Corporation is the continuing corporation) of:
- (i) shares of the Corporation of any class other than Common Shares;
 - (ii) rights, options or warrants (excluding those referred to in Section 2.03(c));
 - (iii) evidences of indebtedness; or
 - (iv) any other cash, securities or other property or assets;

and such distribution does not constitute a dividend paid in the ordinary course or does not result in an adjustment under Section 2.03(b) or Section 2.03(c), the Exercise Price to be in effect after such record date will be determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction:

- (A) the numerator of which will be the Market Price per Common Share on such record date, less the fair market value (as determined in good faith by the Board of Directors, whose determination will be described in a statement filed with the Rights Agent and will be binding on the Rights Agent and the holders of Rights), on a per-share basis, of the portion of the shares, rights, options or warrants, evidences of indebtedness or cash, securities or properties or assets so to be distributed; and
- (B) the denominator of which will be the Market Price per Common Share on such record date.

Such adjustments will be made successively whenever such a record date is fixed and, in the event that the distribution is not so made, the Exercise Price will be readjusted to be the Exercise Price that would have been in effect if such record date had not been fixed.

- (e) Subject to the prior consent of the holders of Common Shares or Rights obtained as set forth in Section 5.05(b) or Section 5.05(c), as applicable, in the event the Corporation at any time after the Record Time and prior to the Expiration Time issues any shares of the Corporation of any class other than Common Shares, or rights, options or warrants to subscribe for or purchase any such shares, or securities convertible into or exchangeable for any such shares of the Corporation, in a transaction referred to in Section 2.03(b)(i) or Section 2.03(b)(iv) or Section 2.03(c) or Section 2.03(d), if the Board of Directors acting in good faith determines that the adjustments contemplated by Section 2.03(b), Section 2.03(c) and Section 2.03(d) in connection with such transaction will not appropriately protect the interests of the holders of Rights, the Board of Directors, acting in good faith, may determine what other adjustments to the Exercise Price, number

of Rights and/or securities purchasable upon exercise of Rights would be appropriate and, notwithstanding Section 2.03(b), Section 2.03(c) and Section 2.03(d), such other adjustments, rather than the adjustments contemplated by Section 2.03(b), Section 2.03(c) and Section 2.03(d), will be made. The Corporation and the Rights Agent shall amend this Agreement as appropriate to provide for such other adjustments.

- (f) Notwithstanding anything in this Agreement to the contrary, no adjustment in the Exercise Price will be required unless such adjustment would require an increase or decrease of at least 1% in the Exercise Price then in effect; provided, however, that any adjustments that by reason of this Section 2.03(f) are not required to be made will be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 2.03 will be made to the nearest cent or to the nearest ten-thousandth of a Common Share or other share, as the case may be.
- (g) If as a result of an adjustment made pursuant to this Section 2.03, the holder of any Right thereafter exercised shall become entitled to receive any shares of the Corporation of any class other than Common Shares, thereafter the number of such other shares so receivable upon exercise of any Right and the Exercise Price thereof will be subject to adjustment from time to time in a manner and on the terms as nearly as equivalent as practicable to the Common Shares contained in this Section 2.03, and the provisions of this Agreement with respect to the Common Shares will apply on like terms to any such other shares.
- (h) Each Right originally issued by the Corporation will, subsequent to any adjustment made to the Exercise Price under this Agreement, evidence the right to purchase, at the adjusted Exercise Price, the number of Common Shares purchasable from time to time under this Agreement upon exercise of a Right, all subject to further adjustment as provided in this Agreement.
- (i) Irrespective of any adjustment or change in the Exercise Price or the number of Common Shares issuable upon the exercise of the Rights, the Rights Certificates issued before or after any such adjustment or change may continue to express the Exercise Price per Common Share and the number of Common Shares that were expressed in the initial Rights Certificates issued under this Agreement.
- (j) In any case in which this Section 2.03 requires that any adjustment in the Exercise Price be made effective as of a record date for a specified event, the Corporation may elect to defer until the occurrence of such event the issuance to the holder of any Right exercised after such record date the number of Common Shares and other securities of the Corporation, if any, issuable upon such exercise over and above the number of Common Shares and other securities of the Corporation, if any, issuable upon such exercise on the basis of the Exercise Price in effect prior to the adjustment; provided, however, that the Corporation delivers to such holder an appropriate instrument evidencing such holder's right to receive such

additional Common Shares (fractional or otherwise) or securities upon the occurrence of the event requiring such adjustment.

- (k) Notwithstanding anything in this Section 2.03 to the contrary, the Corporation will be entitled to make such reductions in the Exercise Price, in addition to those adjustments expressly required by this Section 2.03, as and to the extent that in its good-faith judgment, the Board of Directors determines to be advisable in order that any: (i) consolidation or subdivision of the Common Shares; (ii) issuance of any Common Shares (or securities convertible into or exchangeable for Common Shares); (iii) stock dividends; or (iv) issuance of rights, options or warrants, referred to in this Section 2.03, hereafter made by the Corporation to holders of its Common Shares, shall not be taxable to such shareholders.
- (l) Whenever an adjustment to the Exercise Price or a change in the securities purchasable upon exercise of the Rights is made at any time after the Separation Time pursuant to this Section 2.03, the Corporation shall deliver to the Rights Agent a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment. The failure to deliver such certificate, or any defect therein, shall not affect the validity of any such adjustment or change.

Section 2.04 Date on Which Exercise Is Effective. Each Person in whose name any certificate for Common Shares or other securities is issued upon the exercise of Rights will for all purposes be deemed to have become the holder of record of the Common Shares or other securities represented thereby, and such certificate will be dated, on the date upon which the Rights Certificate evidencing those Rights was duly surrendered in accordance with Section 2.02(e) (together with a duly completed Election to Exercise) and payment of the Exercise Price for those Rights (and any applicable transfer taxes and other governmental charges payable by the exercising holder under this Agreement) was made; provided, however, that, if the date of the surrender and payment is a date upon which the applicable securities transfer books of the Corporation are closed, such Person will be deemed to have become the holder of record of such Common Shares or other securities, and such certificate will be dated, on the next succeeding Business Day on which the applicable securities transfer books of the Corporation are open.

Section 2.05 Execution, Countersignature; Delivery and Dating of Rights Certificates.

- (a) The Rights Certificates will be executed on behalf of the Corporation by any of the Chief Executive Officer or Chief Financial Officer or Secretary of the Corporation. The signature of any of these officers on the Rights Certificates may be manual or facsimile. Rights Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Corporation will bind the Corporation, notwithstanding that those individuals or any of them have ceased to be officers of the Corporation either before or after the countersignature and delivery of those Rights Certificates.
- (b) Promptly after the Corporation learns of the Separation Time, the Corporation will notify the Rights Agent of the Separation Time and will deliver (i) the disclosure statement referred to in Section 2.02(d)(ii) and (ii) Rights Certificates

executed by the Corporation to the Rights Agent for countersignature, and the Rights Agent will countersign those Rights Certificates (manually or in such other manner satisfactory to the Corporation) and send the disclosure statement and those Rights Certificates to the holders of the Rights pursuant to Section 2.02(d). No Rights Certificate will be valid for any purpose until countersigned by the Rights Agent as set in this Section 2.05(b).

- (c) Each Rights Certificate will be dated the date of countersignature of the certificate.

Section 2.06 Registration, Transfer and Exchange.

- (a) After the Separation Time, the Corporation will cause to be kept a register (the “**Rights Register**”) in which, subject to all reasonable regulations as it may prescribe, the Corporation will provide for the registration and transfer of Rights. The Rights Agent is hereby appointed registrar for the Rights (the “**Rights Registrar**”) for the purpose of maintaining the Rights Register for the Corporation and registering Rights and transfers of Rights as provided in this Agreement and the Rights Agent hereby accepts that appointment. In the event that the Rights Agent ceases to be the Rights Registrar, the Rights Agent will have the right to examine the Rights Register at all reasonable times.
- (b) After the Separation Time and prior to the Expiration Time, upon surrender for registration of transfer or exchange of any Rights Certificate, and subject to the provisions of Section 2.06(d), the Corporation will execute, and the Rights Agent will countersign, register and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder’s instructions, one or more new Rights Certificates evidencing the same aggregate number of Rights as did the Rights Certificates surrendered.
- (c) All Rights issued upon any registration of transfer or exchange of Rights Certificates will be the valid obligations of the Corporation, and those Rights will be entitled to the same benefits under this Agreement as the Rights surrendered upon the registration of transfer or exchange.
- (d) Every Rights Certificate surrendered for registration of transfer or exchange will be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Corporation or the Rights Agent, as the case may be, duly executed by the holder or that holder’s attorney duly authorized in writing. As a condition to the issuance of any new Rights Certificate under this Section 2.06, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to the transfer or exchange and any other expenses (including the reasonable fees and expenses of the Rights Agent) connected to the transfer or exchange.

Section 2.07 Mutilated, Destroyed, Lost and Stolen Rights Certificates.

- (a) If any mutilated Rights Certificate is surrendered to the Rights Agent prior to the Expiration Time, the Corporation will execute and the Rights Agent will countersign and deliver in exchange for that certificate a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate surrendered.
- (b) If there is delivered to the Corporation and the Rights Agent prior to the Expiration Time:
 - (i) evidence to their reasonable satisfaction of the destruction, loss or theft of any Rights Certificate; and
 - (ii) such indemnity or other security in amount and form as may be required by each of them in their sole discretion to save each of them and any of their agents harmless,

then, in the absence of notice to the Corporation or the Rights Agent that the Rights Certificate has been acquired by a bona fide purchaser, the Corporation will execute and, upon the Corporation's request, the Rights Agent will countersign and deliver, in lieu of any such destroyed, lost or stolen Rights Certificate, a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate destroyed, lost or stolen.
- (c) As a condition to the issuance of any new Rights Certificate under this Section 2.07, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to the issuance and any other expenses (including the reasonable fees and expenses of the Rights Agent) connected with the issuance.
- (d) Every new Rights Certificate issued pursuant to this Section 2.07 in lieu of any destroyed, lost or stolen Rights Certificate will evidence the contractual obligation of the Corporation, whether or not the destroyed, lost or stolen Rights Certificate will be at any time enforceable by anyone, and will be entitled to all the benefits of this Agreement equally and proportionately with any and all other Rights duly issued under this Agreement.

Section 2.08 Persons Deemed Owners. Prior to due presentation of a Rights Certificate (or, prior to the Separation Time, the associated Common Share certificate) for registration of transfer, the Corporation, the Rights Agent and any agent of the Corporation or the Rights Agent may deem and treat the Person in whose name a Rights Certificate (or, prior to the Separation Time, the associated Common Share certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever.

Section 2.09 Delivery and Cancellation of Rights Certificates. All Rights Certificates surrendered upon exercise or for redemption, registration of transfer or exchange will, if surrendered to any Person other than the Rights Agent, be delivered to the Rights Agent and, in any case, will be promptly cancelled by the Rights Agent. The Corporation may at any time deliver to the Rights Agent for cancellation any Rights Certificates previously countersigned and delivered under this Agreement which the Corporation may have acquired in any manner, and all

Rights Certificates so delivered will be promptly cancelled by the Rights Agent. No Rights Certificate will be countersigned in lieu of or in exchange for any Rights Certificates cancelled as provided in this Section 2.09, except as expressly permitted by this Agreement. The Rights Agent will, subject to applicable laws, destroy all cancelled Rights Certificates and deliver a certificate of destruction to the Corporation on request.

Section 2.10 Agreement of Rights Holders. Every holder of Rights, by accepting the Rights, consents and agrees with the Corporation and the Rights Agent and with every other holder of Rights:

- (a) to be bound by and subject to the provisions of this Agreement, as amended from time to time in accordance with the terms of this Agreement, in respect of all Rights held;
- (b) that prior to the Separation Time, each Right will be transferable only together with, and will be transferred by a transfer of, the associated Common Share certificate representing the Right;
- (c) that after the Separation Time, the Rights Certificates will be transferable only on the Rights Register as provided in this Agreement;
- (d) that prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Common Share certificate) for registration of transfer, the Corporation, the Rights Agent and any agent of the Corporation or the Rights Agent may deem and treat the Person in whose name the Rights Certificate (or, prior to the Separation Time, the associated Common Share certificate) is registered as the absolute owner of the certificate and of the Rights evidenced by the certificate (notwithstanding any notations of ownership or writing on the Rights Certificate or the associated Common Share certificate made by anyone other than the Corporation or the Rights Agent) for all purposes whatsoever, and neither the Corporation nor the Rights Agent will be affected by any notice to the contrary;
- (e) that such holder of Rights has waived its right to receive any fractional Common Shares or other securities upon exercise of a Right (except as provided in this Agreement and as may be permitted by the constating documents of the Corporation);
- (f) that this Agreement may be amended from time to time as provided in Section 5.05 without the approval of any holder of Rights or Common Shares; and
- (g) that notwithstanding anything in this Agreement to the contrary, neither the Corporation nor the Rights Agent have any liability to any holder of a Right or any other Person as a result of its inability to perform any of its obligations under this Agreement by reason of any preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or any statute,

rule, regulation or executive order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining performance of such obligation.

Section 2.11 Rights Holder Not Deemed a Shareholder. No holder, as such, of any Rights or Rights Certificate will be entitled to vote, receive dividends or be deemed for any purpose whatsoever the holder of any Common Share or any other security of the Corporation that may at any time be issuable on the exercise of the Rights represented by the certificate, nor will anything contained in this Agreement or in any Rights Certificate be construed or deemed or confer upon the holder of any Rights or Rights Certificate, as such, any of the rights, titles, benefits or privileges of a holder of Common Shares or any other securities of the Corporation or any right to vote at any meeting of shareholders of the Corporation whether for the election of directors or otherwise or upon any matter submitted to holders of Common Shares of the Corporation, or to give or withhold consent to any action of the Corporation, or to receive notice of any meeting or other action affecting any holder of Common Shares or any other securities of the Corporation except as expressly provided in this Agreement, or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by Rights Certificates have been duly exercised in accordance with the terms and provisions of this Agreement.

ARTICLE III

ADJUSTMENTS TO THE RIGHTS IN THE EVENT OF A FLIP-IN EVENT

Section 3.01 Flip-In Event.

- (a) Subject to Section 3.01(b), Section 5.01 and Section 5.02, in the event that prior to the Expiration Time a Flip-In Event shall occur, each Right will constitute, effective on the close of business on the tenth Trading Day after the Voting Share Acquisition Date (or such longer period as may be required to satisfy the requirements of the Securities Act and any comparable legislation of any other applicable jurisdiction), the right to purchase from the Corporation, upon payment of the Exercise Price and otherwise exercising such Right in accordance with the terms of this Agreement, that number of Common Shares having an aggregate Market Price on the date of the occurrence of such Flip-In Event equal to twice the Exercise Price for an amount in cash equal to the Exercise Price (such Right to be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.03 in the event that after the occurrence of such Flip-In Event an event of a type analogous to any of the events described in Section 2.03 will have occurred).
- (b) Notwithstanding the foregoing or any other provision of this Agreement, upon the occurrence of any Flip-In Event, any Rights that are or were Beneficially Owned on or after the earlier of the Separation Time and the Voting Share Acquisition Date by:
 - (i) an Acquiring Person (or any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or any Affiliate or Associate of an Acquiring Person); or

- (ii) a transferee or other successor in title, direct or indirect, of Rights held by an Acquiring Person (or of any Affiliate or Associate of an Acquiring Person or of any Person acting jointly or in concert with an Acquiring Person or any Affiliate or Associate of an Acquiring Person), whether or not for consideration, in a transfer that the Board of Directors acting in good faith has determined is part of a plan, arrangement, understanding or scheme of an Acquiring Person (or an Affiliate or Associate of an Acquiring Person or of any Person acting jointly or in concert with an Acquiring Person or an Associate or Affiliate of an Acquiring Person) that has the purpose or effect of avoiding Section 3.01(b)(i);

shall become null and void without any further action, and any holder of such Rights (including transferees of, or other successors to, such Rights, whether directly or indirectly) shall thereafter have no right to exercise such Rights under any provision of this Agreement and further shall thereafter not have any other rights whatsoever with respect to such Rights, whether under any provision of this Agreement or otherwise. The holder of any Rights represented by a Rights Certificate that is submitted to the Rights Agent upon exercise or for registration or transfer or exchange that does not contain the necessary certifications set forth in the Rights Certificate establishing that such Rights are not null and void under this Section 3.01(b) shall be deemed to be an Acquiring Person for the purposes of this Section 3.01(b) and such Rights shall become null and void.

- (c) Any Rights Certificate that represents Rights Beneficially Owned by a Person described in Section 3.01(b)(i) or Section 3.01(b)(ii) or transferred to any nominee of any such Person, and any Rights Certificate issued upon transfer, exchange, replacement or adjustment of any other Rights Certificate referred to in this sentence, will contain the following legend:

“The Rights represented by this Rights Certificate were Beneficially Owned by a Person who was an Acquiring Person or an Affiliate or an Associate of an Acquiring Person (as such terms are defined in the Shareholder Rights Plan Agreement) or who was acting jointly or in concert with an Acquiring Person or an Affiliate or Associate of an Acquiring Person. This Rights Certificate and the Rights represented by this Agreement are void or will become void in the circumstances specified in Section 3.01(b) of the Shareholder Rights Plan Agreement.”;

provided that, the Rights Agent will not be under any responsibility to ascertain the existence of facts that would require the imposition of such legend but will impose such legend only if instructed to do so by the Corporation in writing or if a holder fails to certify upon transfer or exchange in the space provided on the Rights Certificate that such holder is not a Person described in such legend.

- (d) From and after the Separation Time, the Corporation will do all such acts and things as shall be necessary and within its power to ensure compliance with the provisions of this Section 3.01, including all such acts and things as may be

required to satisfy the requirements of the CBCA, the Securities Act and the securities laws or comparable legislation of each of the provinces and territories of Canada in respect of the issue of Common Shares upon the exercise of Rights in accordance with this Agreement.

ARTICLE IV THE RIGHTS AGENT

Section 4.01 General.

- (a) The Corporation hereby appoints the Rights Agent to act as agent for the Corporation and the holders of the Rights in accordance with the terms and conditions of this Agreement, and the Rights Agent hereby accepts such appointment. The Corporation may from time to time appoint one or more co-Rights Agents (“**Co-Rights Agents**”) as it may deem necessary or desirable, subject to the approval of the Rights Agent, which shall not be unreasonably withheld. In the event the Corporation appoints one or more Co-Rights Agents, the respective duties of the Rights Agent and Co-Rights Agents will be as the Corporation may determine with the approval of the Rights Agent and the Co-Rights Agent. The Corporation agrees to pay to the Rights Agent reasonable compensation for all services rendered by it under this Agreement or otherwise agreed to with the Corporation in writing and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties under this Agreement (including the reasonable fees and disbursements of any expert or advisor retained by the Rights Agent with the prior approval of the Corporation). The Corporation also agrees to indemnify the Rights Agent and its directors, officers, employees, Affiliates and agents for, and to hold such persons harmless against, any loss, liability, cost, claim, action, damage, suit, penalty, levy, disbursement or expense incurred without negligence, bad faith or wilful misconduct on the part of the Rights Agent, its officers, directors, employees, Affiliates and agents for anything done, suffered or omitted by the Rights Agent in connection with the acceptance, execution and administration of this Agreement and the exercise and performance of its duties hereunder, including the costs and expenses of defending against any claim of liability, and this right to indemnification will survive the termination of this Agreement or the resignation or removal of the Rights Agent.
- (b) The Rights Agent will be protected and will incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any certificate for Common Shares or any Rights Certificate or certificate for other securities of the Corporation, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement, or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons.

- (c) The Corporation will inform the Rights Agent in a reasonably timely manner of events that may materially affect the administration of this Agreement by the Rights Agent and will, upon written request of the Rights Agent, provide the Rights Agent with an incumbency certificate certifying the then-current directors and officers of the Corporation; provided that, failure to inform the Rights Agent of any such event, or any defect therein, shall not affect the validity of any action taken hereunder in relation to such events.

Section 4.02 Merger, Amalgamation or Consolidation or Change of Name of Rights Agent.

- (a) Any corporation into which the Rights Agent or any successor Rights Agent may be merged or amalgamated or with which it may be consolidated, or any corporation resulting from any merger, amalgamation, statutory arrangement or consolidation to which the Rights Agent or any successor Rights Agent is a party, or any corporation succeeding to the shareholder or stockholder services business of the Rights Agent or any successor Rights Agent, will be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided that, such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 4.04. In case at the time such successor Rights Agent succeeds to the agency created by this Agreement: (i) any of the Rights Certificates have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Rights Certificates so countersigned and (ii) any of the Rights Certificates have not been countersigned, any such successor Rights Agent may countersign such Rights Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent and, in all such cases, such Rights Certificates will have the full force provided in the Rights Certificates and in this Agreement.
- (b) If at any time the name of the Rights Agent is changed and at such time any of the Rights Certificates will have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Rights Certificates so countersigned and, in case at that time, any of the Right Certificates will not have been countersigned, the Rights Agent may countersign such Rights Certificates either in its prior name or in its changed name and, in all such cases, such Right Certificates will have the full force provided in the Rights Certificates and in this Agreement.

Section 4.03 Duties of Rights Agent. The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Corporation, and the holders of Rights Certificates by their acceptance thereof, shall be bound:

- (a) the Rights Agent may retain and consult (at the Corporation's expense) with legal counsel (who may be legal counsel for the Corporation) and the opinion of such counsel will be full and complete authorization and protection to the Rights Agent

as to any action taken or omitted by it in good faith and in accordance with such opinion, and the Rights Agent may also, with the approval of the Corporation (where such approval may reasonably be obtained and such approval not be unreasonably withheld), retain and consult with such other experts or advisors as the Rights Agent shall consider necessary or appropriate to properly carry out the duties and obligations imposed under this Agreement (at the Corporation's expense) and the Rights Agent will be entitled to act and rely and shall be protected in so acting and relying in good faith on the advice of any such expert or advisor to the extent that such expert or advisor is not an employee, officer or director of the Rights Agent;

- (b) whenever in the performance of its duties under this Agreement the Rights Agent deems it necessary or desirable that any fact or matter be proved or established by the Corporation prior to taking or suffering any action under this Agreement, such fact or matter may (unless other evidence in respect thereof is specifically prescribed under this Agreement) be deemed to be conclusively proven and established by a certificate signed by a person believed by the Rights Agent to be any of the Chief Executive Officer or Chief Financial Officer and delivered to the Rights Agent, and such certificate will be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate;
- (c) except as otherwise set forth herein, nothing in this Agreement shall be construed to relieve the Rights Agent of liability for its own negligence, bad faith or wilful misconduct and that of its officers, directors, employees, Affiliates, and agents;
- (d) the Rights Agent will not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the certificates for Voting Shares or Common Shares or the Rights Certificates (except its countersignature of those certificates) or be required to verify the same, and all such statements and recitals are and will be deemed to have been made by the Corporation only;
- (e) the Rights Agent, in its capacity as Rights Agent hereunder, will not (i) be under any responsibility in respect of the validity of this Agreement or the authorization, execution and delivery of this Agreement (except the due authorization, execution and delivery of this Agreement by the Rights Agent) or in respect of the validity or execution of any Common Share certificate or Rights Certificate (except its countersignature of the certificates); (ii) be responsible for any breach by the Corporation of any covenant or condition contained in this Agreement or in any Rights Certificate; (iii) be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 3.01(b)), any adjustment required under the provisions of Section 2.03 or the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights after receipt of the certificate contemplated by Section 2.03(l) describing any such adjustment); and (iv) by any act under this Agreement, be deemed to make any representation or warranty as to the authorization of any Common Shares to be

issued pursuant to this Agreement or any Rights or as to whether any Common Shares will, when issued, be duly and validly authorized and issued as fully paid and non-assessable;

- (f) the Corporation agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement;
- (g) the Rights Agent is hereby authorized and directed to accept instructions in writing with respect to the performance of its duties under this Agreement from any person believed by the Rights Agent to be the Chief Executive Officer or Chief Financial Officer of the Corporation and to apply to such persons for advice or instructions in connection with its duties, and it will not be liable for any action taken, omitted or suffered by it in good faith in accordance with instructions of any such person (it being understood that instructions to the Rights Agent shall, except where circumstances make it impracticable or the Rights Agent otherwise agrees, be given in writing (including by email) and, where not in writing, such instructions shall be confirmed in writing (including by email) as soon as reasonably possible after the giving of such instructions);
- (h) the Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in Common Shares, Rights or other securities of the Corporation or become pecuniarily interested in any transaction in which the Corporation may be interested, or contract with or lend money to the Corporation or otherwise act as fully and freely as though it were not Rights Agent under this Agreement, and nothing in this Agreement will preclude the Rights Agent from acting in any other capacity for the Corporation or for any other legal entity; provided that, such actions would not place the Rights Agent in a position of a conflict of interest with respect to its duties under this Agreement; and
- (i) the Rights Agent may execute and exercise any of the rights or powers vested in it by this Agreement or perform any duty under this Agreement either itself or, with the prior written consent of the Corporation, by or through its attorneys or agents, and the Rights Agent will not be answerable or accountable for any act, omission, default, neglect or misconduct of any such attorneys or agents or for any loss to the Corporation resulting from any such act, omission, default, neglect or misconduct; provided that, the prior written consent of the Corporation was obtained and reasonable care was exercised in the selection and continued employment of such attorneys and agents.

Section 4.04 Change of Rights Agent. The Rights Agent may resign and be discharged from its duties under this Agreement upon 60 days' notice (or such lesser notice as is acceptable to the Corporation) in writing mailed to the Corporation and to each transfer agent of Common Shares by registered or certified mail and to the holders of the Rights in accordance with Section 5.10. The Corporation may remove the Rights Agent upon 60 days' notice in writing, mailed to the

Rights Agent and to each transfer agent of the Common Shares by registered or certified mail and to the holders of the Rights in accordance with Section 5.10. If the Rights Agent should resign or be removed or otherwise become incapable of acting, the Corporation will appoint a successor to the Rights Agent. If the Corporation fails to make such appointment within a period of 60 days after such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of any Rights (which holder shall, with such notice, submit such holder's Rights Certificate for inspection by the Corporation), then the outgoing Rights Agent or the holder of any Rights may apply to any court of competent jurisdiction for the appointment of a new Rights Agent, at the Corporation's expense. Any successor Rights Agent, whether appointed by the Corporation or by such a court, shall be a corporation incorporated under the laws of Canada or a province of Canada authorized to carry on the business of a trust company in the province of Ontario and every jurisdiction where such authorization is necessary to enable it to act as Rights Agent hereunder. After appointment, the successor Rights Agent will be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed, and the predecessor Rights Agent, upon receiving from the Corporation payment in full of all amounts outstanding under this Agreement, shall deliver and transfer to the successor Rights Agent any property at the time held by it under this Agreement and execute and deliver any further assurance, conveyance, act or deed necessary for this purpose. Not later than the effective date of any such appointment, the Corporation will file notice of the appointment in writing with the predecessor Rights Agent and each transfer agent of the Common Shares and give notice of such appointment to the holders of the Rights in accordance with Section 5.10. The cost of giving any notice required under this Section 4.04 shall be borne solely by the Corporation. Failure to give any notice provided for in this Section 4.04, however, or any defect in any such notice, will not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

Section 4.05 Compliance with Anti-Money Laundering Legislation. The Rights Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Rights Agent reasonably determines that such an act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Rights Agent reasonably determine at any time that its acting under this Agreement has resulted in it being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days' prior written notice to the Corporation, provided: (i) that the Rights Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Rights Agent's satisfaction within such 10 day period, then such resignation shall not be effective.

Section 4.06 Privacy Laws. The parties acknowledge that federal and/or provincial legislation that addresses the protection of individual's personal information (collectively, "**Privacy Laws**") applies to obligations and activities under this Agreement. Despite any other provision of this Agreement, neither party will take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Corporation will, prior to transferring or causing to be transferred personal information to the Rights Agent, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or will have determined that such consents either have previously been given upon which the parties can

rely or are not required under the Privacy Laws. The Rights Agent will use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws.

Section 4.07 Fiduciary Duties of the Directors. Nothing contained herein shall be construed to suggest or imply that the Board of Directors shall not be entitled to recommend that holders of the Voting Shares and/or Convertible Securities reject or accept any Take-over Bid or take any other action including the commencement, prosecution, defence or settlement of any litigation and the solicitation of additional or alternative Take-over Bids or other proposals to shareholders that the directors believe are necessary or appropriate in the exercise of their fiduciary duties.

Section 4.08 Liability. Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Rights Agent shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

ARTICLE V MISCELLANEOUS

Section 5.01 Redemption of Rights.

- (a) Subject to the prior consent of the holders of Voting Shares or the holders of Rights obtained as set forth in Section 5.05(b) or Section 5.05(c), as applicable, the Board of Directors, acting in good faith, may at any time prior to the occurrence of a Flip-In Event, as to which the application of Section 3.01 has not been waived pursuant to Section 5.02, elect to redeem all but not less than all of the then-outstanding Rights at a redemption price of \$0.00001 per Right, appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.03 if an event of the type analogous to any of the events described in Section 2.03 shall have occurred (such redemption price being herein referred to as the “**Redemption Price**”).
- (b) The Board of Directors will, without further formality, be deemed to redeem the Rights at the Redemption Price on the date that a Person that has made: (i) a Permitted Bid; (ii) a Competing Permitted Bid; or (iii) a Take-Over Bid in respect of which the Board of Directors has waived (or is deemed to have waived) pursuant to Section 5.02(b) the application of Section 3.01, takes up and pays for Voting Shares in connection with such Permitted Bid, Competing Permitted Bid or Take-Over Bid, as the case may be.
- (c) Where a Take-Over Bid that is not a Permitted Bid or a Competing Permitted Bid is withdrawn or otherwise terminated after the Separation Time has occurred and prior to the occurrence of a Flip-In Event, the Board of Directors, acting in good faith, may elect to redeem all of the outstanding Rights at the Redemption Price. Upon the Rights being redeemed pursuant to this Section 5.01(c), all the

provisions of this Agreement will continue to apply as if the Separation Time had not occurred and Rights Certificates representing the number of Rights held by each holder of record of Common Shares as of the Separation Time had not been mailed to each such holder and for all purposes of this Agreement the Separation Time will be deemed not to have occurred and the Corporation shall be deemed to have issued replacement rights to the holders of its then-outstanding Common Shares.

- (d) If the Board of Directors elects (or is deemed to have elected) to redeem the Rights and, in circumstances where Section 5.01(a) is applicable, such redemption is approved by the holders of Voting Shares or the holders of Rights obtained as set forth in Section 5.05(b) or Section 5.05(c), as the case may be, the right to exercise the Rights will thereupon, without further action and without notice, terminate and the only right thereafter of the holders of Rights will be to receive the Redemption Price.
- (e) Within ten Business Days after the Board of Directors elects (or is deemed to have elected) to redeem the Rights or, in circumstances where Section 5.01(a) is applicable, within ten Business Days after the holders of Voting Shares or the holders of Rights have approved such redemption in accordance with Section 5.05(b) or Section 5.05(c), as the case may be, the Corporation will give notice of redemption to the holders of the then-outstanding Rights by mailing such notice to each such holder at the last address as it appears upon the Rights Register of the Rights Agent or, prior to the Separation Time, on the register maintained by the Corporation's transfer agent or transfer agents for the Voting Shares. Any notice that is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of redemption will state the method by which the payment of the Redemption Price will be made.

Section 5.02 Waiver of Flip-In Events.

- (a) Subject to the prior consent of the holders of Voting Shares or the holders of Rights obtained as set forth in Section 5.05(b) or Section 5.05(c), as applicable, the Board of Directors, acting in good faith, may, at any time prior to the occurrence of a Flip-In Event that would occur by reason of an acquisition of Voting Shares, other than pursuant to a Take-Over Bid made by means of a take-over bid circular sent to all holders of Voting Shares or otherwise in the circumstances set out in Section 5.02(c), waive the application of Section 3.01 to such Flip-In Event by written notice delivered to the Rights Agent. In the event that the Board of Directors proposes such a waiver, the Board of Directors shall extend the Separation Time to a date subsequent to and not more than ten Business Days following the meeting of the holders of Voting Shares or the holders of Rights, as applicable, called to approve such waiver.
- (b) The Board of Directors, acting in good faith, may, at any time prior to the occurrence of a Flip-In Event that would occur as a result of a Take-Over Bid made by way of a take-over bid circular sent to all holders of Voting Shares,

waive the application of Section 3.01 to such Flip-In Event by written notice delivered to the Rights Agent; provided, however, that, if the Board of Directors waives the application of Section 3.01 to such a Flip-In Event, the Board of Directors will be deemed to have waived the application of Section 3.01 to any other Flip-In Event occurring by reason of any Take-Over Bid that is made by means of a take-over bid circular sent to all holders of Voting Shares prior to the expiry of any Take-Over Bid in respect of which a waiver is, or is deemed to have been, granted under this Section 5.02(b).

- (c) Notwithstanding Section 5.02(a) and Section 5.02(b), the Board of Directors may waive the application of Section 3.01 in respect of the occurrence of any Flip-In Event if the Board of Directors has determined within ten Trading Days following a Voting Share Acquisition Date that a Person became an Acquiring Person by inadvertence and without any intention to become, or knowledge that it would become, an Acquiring Person under this Agreement and, in the event that such a waiver is granted by the Board of Directors, such Voting Share Acquisition Date will be deemed not to have occurred. Any such waiver pursuant to this Section 5.02(c) must be on the condition that such Person, within 14 days after the foregoing determination by the Board of Directors or such earlier or later date as the Board of Directors may determine in good faith (the “**Disposition Date**”), has reduced its Beneficial Ownership of Voting Shares such that the Person is no longer an Acquiring Person. If the Person remains an Acquiring Person at the close of business on the Disposition Date, the Disposition Date will be deemed to be the date of occurrence of a further Voting Share Acquisition Date and Section 3.01 will apply thereto.

Section 5.03 Expiration. No Person will have any rights whatsoever pursuant to or arising out of this Agreement or in respect of any Right after the Expiration Time, except the Rights Agent as specified in Section 4.01.

Section 5.04 Issuance of New Rights Certificates. Notwithstanding any of the provisions of this Agreement or the Rights to the contrary, the Corporation may, at its option, issue new Rights Certificates evidencing Rights in such form as may be approved by the Board of Directors to reflect any adjustment or change in the number or kind or class of securities purchasable upon exercise of Rights made in accordance with the provisions of this Agreement.

Section 5.05 Supplements and Amendments.

- (a) The Corporation may, without the prior approval of the holders of Voting Shares or Rights, make amendments to this Agreement:
 - (i) to correct any clerical or typographical error; or
 - (ii) that are required to maintain the validity or effectiveness of this Agreement as a result of any change in applicable legislation or regulations or rules thereunder.

- (b) Subject to Section 5.05(a), the Corporation may, with the prior approval of the holders of Voting Shares, at any time prior to the Separation Time, supplement, amend, vary, rescind or delete any of the provisions of this Agreement and the Rights (whether or not such action would materially adversely affect the interest of the holders of Rights generally). Any approval of the holders of Voting Shares will be deemed to have been given if the action requiring such approval is authorized by the affirmative vote of a majority of the votes cast by Independent Shareholders present or represented at and entitled to be voted at a meeting of the holders of Voting Shares duly called and held in compliance with applicable laws and the articles and by-laws of the Corporation.
- (c) Subject to Section 5.05(a), the Corporation may, with the prior approval of the holders of Rights, at any time after the Separation Time and before the Expiration Time, supplement, amend, vary, rescind or delete any of the provisions of this Agreement and the Rights (whether or not such action would materially adversely affect the interest of the holders of Rights generally). Any approval of the holders of Rights will be deemed to have been given if the action requiring such approval is authorized by the affirmative votes of the holders of Rights present or represented at and entitled to be voted at a meeting of the holders of Rights and representing a majority of the votes cast in respect of thereof. For the purposes of this Agreement, each outstanding Right (other than Rights which are Beneficially Owned by a Person referred to in paragraphs (i) through (v) of Section 1.01(bb) or whose Rights have become null and void pursuant to the provisions of this Agreement) will be entitled to one vote, and the procedures for the calling, holding and conduct of the meeting will be those, as nearly as may be, that are provided in the articles and by-laws of the Corporation and applicable laws, with respect to meetings of shareholders of the Corporation.
- (d) Any amendments made by the Corporation to this Agreement pursuant to Section 5.05(a)(ii) will:
 - (i) if made before the Separation Time, be submitted to the holders of Voting Shares at the next meeting of holders of Voting Shares and the holders of Voting Shares may, by the majority referred to in Section 5.05(b), confirm or reject such amendment; and
 - (ii) if made after the Separation Time, be submitted to the holders of Rights at a meeting to be called for on a date not later than immediately following the next meeting of holders of Voting Shares, and the holders of Rights may, by resolution referred to in Section 5.05(c), confirm or reject such amendment.

Any such amendment will, unless the Board of Directors otherwise stipulates, be effective from the date of the resolution of the Board of Directors adopting such amendment, until it is confirmed or rejected or until it ceases to be effective (as described in the next sentence) and, where such amendment is confirmed, it will continue in effect in the form so confirmed. If such amendment is rejected by the

holders of Voting Shares or the holders of Rights or is not submitted to the holders of Voting Shares or holders of Rights as required, then such amendment will cease to be effective from and after the termination of the meeting (or any adjournment of such meeting) at which it was rejected or to which it should have been but was not submitted or from and after the date of the meeting of holders of Rights that should have been held but was not held, and no subsequent resolution of the Board of Directors to amend this Agreement to substantially the same effect will be effective until confirmed by the holders of Voting Shares or holders of Rights, as the case may be.

- (e) Notwithstanding anything in this Section 5.05 to the contrary, no supplement or amendment will be made to the provisions of ARTICLE IV except with the written concurrence of the Rights Agent to such supplement or amendment.
- (f) The Corporation will give notice in writing to the Rights Agent of any supplement, amendment, deletion, variation or rescission to this Agreement pursuant to this Section 5.05 within five Business Days of the date of any such supplement, amendment, deletion, variation or rescission; provided that, failure to give such notice, or any defect in that notice, will not affect the validity of any such supplement, amendment, deletion, variation or rescission.

Section 5.06 Fractional Rights and Fractional Common Shares.

- (a) The Corporation shall not be required to issue fractions of Rights or to distribute Rights Certificates that evidence fractional Rights. After the Separation Time, in lieu of issuing fractional Rights, the Corporation shall pay to the holders of record of the Rights Certificates (provided the Rights represented by such Rights Certificates are not void pursuant to the provisions of Section 3.01(b) at the time such fractional Rights would otherwise be issuable) an amount in cash equal to the fraction of the Market Price of one whole Right that the fraction of a Right which would otherwise be issuable is of one whole Right.
- (b) The Corporation shall not be required to issue fractions of Common Shares or other securities upon exercise of the Rights or to distribute certificates that evidence fractional Common Shares or other securities. In lieu of issuing fractional Common Shares or other securities, the Corporation shall pay to the registered holders of Rights Certificates, at the time such Rights are exercised as provided in this Agreement, an amount in cash equal to the fraction of the Market Price of one Common Share or other security that the fraction of a Common Share or other security which would otherwise be issuable upon the exercise of such Right is of one whole Common Share or other security at the date of such exercise.

Section 5.07 Rights of Action. Subject to the terms of this Agreement, all rights of action in respect of this Agreement, other than rights of action vested solely in the Rights Agent, are vested in the respective registered holders of the Rights. Any holder of Rights, without the consent of the Rights Agent or of the holder of any other Rights, may, on such holder's own

behalf and for such holder's own benefit and the benefit of other holders of Rights enforce, and may institute and maintain any suit, action or proceeding against the Corporation to enforce, such holder's right to exercise such holder's Rights, or Rights to which such holder is entitled, in the manner provided in such holder's Rights Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of any Person subject to, this Agreement.

Section 5.08 Regulatory Approvals. Any obligation of the Corporation or action or event contemplated by this Agreement shall be subject to the receipt of any requisite approval or consent from any governmental or regulatory authority, including any necessary approvals of the Toronto Stock Exchange, or any other applicable stock exchange or market or national securities quotation system.

Section 5.09 Notice of Proposed Actions. In case the Corporation proposes after the Separation Time and prior to the Expiration Time to effect the liquidation, dissolution or winding up of the Corporation or the sale of all or substantially all of the Corporation's assets, then, in each such case, the Corporation will give to the Rights Agent and to each holder of a Right, in accordance with Section 5.10, a notice of such proposed action, which will specify the date on which such liquidation, dissolution, winding up or sale is to take place, and such notice will be so given at least ten Business Days prior to the date of taking of such proposed action by the Corporation.

Section 5.10 Notices.

- (a) Notices or demands authorized or required by this Agreement to be given or made by the Rights Agent or by the holder of any Rights to or on the Corporation will be sufficiently given or made if delivered or sent by first-class mail or by courier, postage prepaid, or sent by facsimile or other form of recorded electronic communication, charges prepaid and confirmed in writing, as follows:

Braille Energy Systems Inc.

Address: 945 Princess Street
Box 117
Kingston, Ontario
K7L 0E9

Attention: Lindsay Weatherdon, CEO

Email: lweatherdon@braillebattery.com

- (b) Any notices or demands authorized or required by this Agreement to be given or made by the Corporation or by the holder of any Rights to or on the Rights Agent will be sufficiently given or made if delivered or sent by registered or certified

mail, postage prepaid, or sent by facsimile or other form of recorded electronic communication, charges prepaid and confirmed in writing, as follows:

Computershare Investor Services Inc.

Address: 100 University Avenue
8th Floor, North Tower
Toronto, Ontario M5J 2Y1

Attention:
General Manager, Client Services

Facsimile:

Email: amanda.castellano@computershare.com

- (c) Notices or demands authorized or required by this Agreement to be given or made by the Corporation or the Rights Agent to or on the holder of any Rights will be sufficiently given or made if delivered or sent by first-class mail, postage prepaid, addressed to such holder at the address of such holder as it appears upon the register of the Rights Agent or, prior to the Separation Time, on the register of the Corporation for its Common Shares. Any notice that is mailed or sent in the manner in this Agreement provided will be deemed given, whether or not the holder receives the notice.
- (d) Any notice given or made in accordance with this Section 5.10 will be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any general interruption of postal service due to strike, lockout or other cause) following the mailing of the notice, if so mailed, and on the day of facsimile transmission or sending of the same by other form of recorded electronic communication (provided such sending is during the normal business hours of the addressee on a Business Day and, if not, on the first Business Day thereafter). Each of the Corporation and the Rights Agent may from time to time change its address for notice by notice to the other given in the manner aforesaid.

Section 5.11 Rights of Board of Directors. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be construed to suggest or imply that the Board of Directors shall not be entitled to recommend that the holders of Voting Shares or Convertible Securities reject or accept any Take-Over Bid or take any other action (including the commencement, prosecution, defence or settlement of any litigation and the submission of additional or alternative Take-Over Bids or other proposals to the holders of the Voting Shares or Convertible Securities with respect to any Take-Over Bid or otherwise) that the Board of Directors believes is necessary or appropriate in the exercise of its fiduciary duties.

Section 5.12 Declaration as to Non-Canadian Holders. If, in the opinion of the Board of Directors (who may rely upon the advice of counsel), any action or event contemplated by this

Agreement would require compliance by the Corporation with the securities laws or comparable legislation of a jurisdiction outside of Canada or the United States, the Board of Directors, acting in good faith, will take such actions as it may deem appropriate to ensure that such compliance is not required, including: (i) establishing procedures for the issuance to an appropriate Canadian resident acting as a resident agent (a “**Resident Agent**”) of Rights or securities issuable on exercise of Rights; (ii) the holding of the Rights or securities in trust for the Person entitled thereto (but reserving such rights unto the Resident Agent or to the Resident Agent and the Corporation, as the Corporation may determine in its absolute discretion with respect thereto); and (iii) the sale of the Rights or other securities and remittance of the proceeds of such sale, if any, to the Persons entitled thereto. In no event will the Corporation or the Rights Agent be required to issue or deliver Rights or securities issuable on exercise of Rights to Persons who are citizens, residents or nationals of any jurisdiction other than Canada or the United States, in which such issue or delivery would be unlawful without registration of the relevant Persons or securities for such purposes.

Section 5.13 Costs of Enforcement. The Corporation agrees that, if the Corporation or any other Person the securities of which are purchasable upon exercise of the Rights fails to fulfil any of its obligations pursuant to this Agreement, the Corporation or such Person will reimburse the holder of any Rights for the costs and expenses (including reasonable legal fees) incurred by such holder to enforce its rights pursuant thereto in any action, suit or proceeding in which a court of competent jurisdiction in a final non-appealable judgment has rendered judgment in favour of the holder.

Section 5.14 Successors and Assigns. All the covenants and provisions of this Agreement by or for the benefit of the Corporation or the Rights Agent shall bind and enure to the benefit of their respective successors and assigns hereunder.

Section 5.15 Benefits of this Agreement. Nothing in this Agreement will be construed to give to any Person other than the Corporation, the Rights Agent and the holders of the Rights any legal or equitable right, remedy or claim under this Agreement, and this Agreement will be for the sole and exclusive benefit of the Corporation, the Rights Agent and the holders of the Rights.

Section 5.16 Governing Law. This Agreement and each Right issued under this Agreement will be deemed to be a contract made under the laws of the province of Ontario and for all purposes will be governed by and construed in accordance with the laws of such province and the federal laws of Canada applicable therein.

Section 5.17 Severability. If any section, clause, term or provision of this Agreement or the application of that section, clause, term or provision to any circumstance or any right under this Agreement will, in any jurisdiction and to any extent, be invalid or unenforceable, such section, clause, term or provision or such right will be ineffective only as to such jurisdiction and to the extent of such invalidity or unenforceability in such jurisdiction without invalidating or rendering unenforceable or ineffective the remaining sections, clauses, terms and provisions of this Agreement or rights under this Agreement in such jurisdiction or the application of such section, clause, term or provision or rights under this Agreement in any other jurisdiction or to circumstances other than those as to which it is specifically held invalid or unenforceable.

Section 5.18 Effective Date. This Agreement is effective and in full force and effect in accordance with its terms from and after the Effective Date. If this Agreement is not confirmed by a resolution passed by a majority of the votes cast by Independent Shareholders who vote in respect of such confirmation at a meeting of shareholders to be held not later than six months from the Effective Date, then this Agreement and all outstanding Rights shall terminate and be void and of no further force and effect on and from the date that is the earlier of (a) the date of termination of the meeting called to consider the confirmation of this Agreement and (b) six months from the Effective Date.

Section 5.19 Reconfirmation. This Agreement must be reconfirmed by a resolution passed by a majority of the votes cast by Independent Shareholders who vote in respect of such reconfirmation at every third annual meeting following the meeting at which this Agreement is confirmed. If the Agreement is not so reconfirmed or is not presented for reconfirmation at such annual meeting, the Agreement and all outstanding Rights shall terminate and be void and of no further force and effect on and from the date of termination of the applicable annual meeting; provided that, termination shall not occur if a Flip-In Event has occurred (other than a Flip-In Event that has been waived pursuant to Section 5.02) prior to the date upon which this Agreement would otherwise terminate pursuant to this Section 5.19.

Section 5.20 Determination and Actions by the Board of Directors. All actions, calculations and determinations (including all omissions with respect to the foregoing) that are done or made or approved by the Board of Directors in good faith for the purposes of this Agreement (a) may be relied on by the Rights Agent (and for the purposes of such reliance by the Rights Agent, the good faith of the Board of Directors shall be presumed) and (b) shall not subject the Board of Directors or any director of the Corporation to any liability to the holders of the Rights or to any other parties.

Section 5.21 Time of the Essence. Time is of the essence in this Agreement.

Section 5.22 Counterparts. This Agreement may be executed and delivered (including in PDF format by email) in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original and all such counterparts will together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BRAILLE ENERGY SYSTEMS INC.

By (s) *Lindsay Weatherdon*_____

Lindsay Weatherdon
President & CEO

**COMPUTERSHARE INVESTOR
SERVICES INC.**

By (s) *Timothy Li*_____

Timothy Li
Relationship Manager

SCHEDULE A

FORM OF RIGHTS CERTIFICATE

Certificate No. _____ Rights _____

THE RIGHTS ARE SUBJECT TO TERMINATION ON THE TERMS SET FORTH IN THE SHAREHOLDER RIGHTS PLAN AGREEMENT. UNDER CERTAIN CIRCUMSTANCES (SPECIFIED IN SECTION 3.01(b) OF THE SHAREHOLDER RIGHTS PLAN AGREEMENT), RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR CERTAIN RELATED PARTIES OR TRANSFEREES OF AN ACQUIRING PERSON OR CERTAIN RELATED PARTIES MAY BECOME VOID.

RIGHTS CERTIFICATE

This certifies that _____, or registered assigns, is the registered holder of the number of Rights set out above, each of which entitles the registered holder, subject to the terms, provisions and conditions of the Shareholder Rights Plan Agreement dated as of November 24, 2022, as the same may be amended or supplemented from time to time (the "**Shareholder Rights Plan Agreement**") between Braille Energy Systems Inc. (the "**Corporation**") and Computershare Trust Company of Canada (the "**Rights Agent**") (which term will include any successor Rights Agent under the Shareholder Rights Plan Agreement), to purchase from the Corporation at any time after the Separation Time (as such term is defined in the Shareholder Rights Plan Agreement) and prior to the Expiration Time (as such term is defined in the Shareholder Rights Plan Agreement), one fully paid common share of the Corporation (a "**Common Share**") at the Exercise Price referred to below, upon presentation and surrender of this Rights Certificate with the Form of Election to Exercise (in the form provided hereinafter) duly executed and submitted to the Rights Agent, together with payment of the Exercise Price by certified cheque, bank draft or money order payable to the Corporation, at the Rights Agent's principal office in Toronto, Ontario. The Exercise Price shall be an amount expressed in Canadian dollars equal to three times the Market Price (as such term is defined in the Shareholder Rights Plan Agreement) per Common Share at the Separation Time, subject to adjustment in certain events as provided in the Shareholder Rights Plan Agreement.

This Rights Certificate is subject to all of the terms, provisions and conditions of the Shareholder Rights Plan Agreement which terms, provisions and conditions are by this Rights Certificate incorporated in this Rights Certificate by reference and made a part of this Rights Certificate and to which Shareholder Rights Plan Agreement reference is by this Rights Certificate made for a full description of the rights, limitations of rights, obligations, duties and immunities under that agreement of the Rights Agent, the Corporation and the holders of the Rights Certificates. Copies of the Shareholder Rights Plan Agreement are on file at the principal executive offices of the Corporation.

This Rights Certificate, with or without other Rights Certificates, upon surrender at any of the offices of the Rights Agent designated for such purpose, may be exchanged for another Rights Certificate or Rights Certificates of like tenor and date evidencing an aggregate number of Rights equal to the aggregate number of Rights evidenced by the Rights Certificate or Rights Certificates surrendered. If this Rights Certificate will be exercised in part, the registered holder will be entitled to receive, upon surrender hereof, another Rights Certificate or Rights Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Shareholder Rights Plan Agreement, the Rights evidenced by this Rights Certificate may be redeemed by the Corporation at a redemption price of \$0.00001 per Right (subject to adjustment in certain events).

No fractional Common Share will be issued upon the exercise of any Rights evidenced by this Rights Certificate but in lieu of the fractional Common Share a cash payment may be made, as provided in the Shareholder Rights Plan Agreement.

No holder of this Rights Certificate, as such, will be entitled to vote or receive dividends or be deemed for any purpose the holder of Common Shares or of any other securities that may at any time be issuable upon the exercise of this Rights Certificate, nor will anything contained in the Shareholder Rights Plan Agreement or in this Rights Certificate be construed to confer upon the holder of this Rights Certificate, as such, any of the rights of a shareholder of the Corporation or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting of shareholders, or to give or withhold consent to any action, or to receive notice of meetings or other actions affecting shareholders (except as provided in the Shareholder Rights Plan Agreement) or to receive dividends or subscription rights, or otherwise, until the Rights evidenced by this Rights Certificate will have been exercised as provided in the Shareholder Rights Plan Agreement.

This Rights Certificate will not be valid or obligatory for any purpose until it has been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officer of the Corporation.

Date: _____

BRILLE ENERGY SYSTEMS INC.

By _____

Name:

Title:

Countersigned:

**COMPUTERSHARE INVESTOR
SERVICES INC.**

By _____

Name:

Title:

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Rights Certificates.)

FOR VALUE RECEIVED the undersigned by this Agreement sells, assigns and transfers unto

(Please print name and address of transferee)

this Rights Certificate, together with all right, title and interest in the Rights Certificate.

Dated: _____

Signature Guaranteed:

Signature

(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever.)

Signature must be Signature Guaranteed by a major Canadian Schedule 1 Bank or a member of a recognized Medallion Guarantee Program.

(To be completed if true)

The undersigned by this Agreement represents, for the benefit of all holders of Rights and Common Shares, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate of an Acquiring Person or by any Person acting jointly or in concert with any of the foregoing (as defined in the Shareholder Rights Plan Agreement).

Dated: _____

Signature

FORM OF ELECTION TO EXERCISE

TO: Braille Energy Systems Inc.
AND TO: Computershare Investor Services Inc.

The undersigned by this Agreement irrevocably elects to exercise _____ whole Rights represented by the attached Rights Certificate to purchase the Common Shares or other securities, if applicable, issuable upon the exercise of such Rights and requests that certificates for such securities be issued in the name of:

(Name)

(Address)

(Social Insurance, Social Security or Other Taxpayer Identification Number)

If such number of Rights are not all the Rights evidenced by this Rights Certificate, a new Rights Certificate for the balance of such Rights will be registered in the name of and delivered to:

(Name)

(Address)

(Social Insurance, Social Security or Other Taxpayer Identification Number)

Dated: _____

Signature Guaranteed:

Signature

(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever.)

Signature must be Signature Guaranteed by a major Canadian Schedule 1 Bank or a member of a recognized Medallion Guarantee Program.

(To be completed if true)

The undersigned by this Agreement represents, for the benefit of all holders of Rights and Common Shares, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate of an Acquiring Person or by any Person acting jointly or in concert with any of the foregoing (as defined in the Shareholder Rights Plan Agreement).

Dated: _____

Signature

NOTICE

In the event the certification set out above in the Forms of Assignment and Election to Exercise is not completed, the Corporation may deem the Beneficial Owner of the Rights evidenced by this Rights Certificate to be an Acquiring Person or an Affiliate or Associate of an Acquiring Person or a Person acting jointly or in concert with any of the foregoing (as defined in the Shareholder Rights Plan Agreement). No Rights Certificates will be issued in exchange for a Rights Certificate owned or deemed to have been owned by an Acquiring Person or an Affiliate or Associate of an Acquiring Person.