CORSA COAL CORP.

MANAGEMENT INFORMATION CIRCULAR

Annual and Special Meeting of Shareholders

Thursday, June 16, 2022

May 6, 2022

NOTICE OF ANNUAL AND SPECIAL MEETING
OF THE SHAREHOLDERS OF CORSA COAL CORP.

Notice is hereby given that an Annual and Special Meeting (the "Meeting") of the shareholders of Corsa Coal Corp. (the "Company") will be held in a virtual only meeting format via live webcast online at https://meetnow.global/MURGH46 on Thursday, June 16, 2022 at 9:00 a.m. (Eastern Daylight Time) for the following purposes:

1. to receive the audited consolidated financial statements of the Company as at and for its fiscal year ended December 31, 2021 and the report of the auditor thereon (the "Financial Statements");

2. to elect the directors of the Company who will serve until the end of the next annual meeting of shareholders or until their successors are appointed;

3. to appoint Coulter & Justus, P.C., Certified Public Accountants, as the auditor of the Company who will serve until the end of the next annual shareholder meeting or until their successor is appointed and to authorize the directors of the Company to fix the auditor's remuneration;

4. to consider, and, if deemed advisable, to pass, with or without variation, an ordinary resolution ratifying and approving the third amended and restated stock option plan of the Company, as more particularly described in the management information circular (the "Circular");

5. to consider, and, if deemed advisable, to pass, with or without variation, an ordinary resolution ratifying and approving the shareholder rights plan of the Company, as more particularly described in the Circular; and

6. to consider such other business that may properly come before the Meeting or any adjournment thereof.

We have chosen to hold our Meeting in a virtual only format, which will be conducted via live audio webcast. Shareholders will have an equal opportunity to participate at the Meeting online regardless of their geographic location. Registered shareholders and duly appointed proxyholders will be able to attend, submit questions and vote at the Meeting online. Non-registered (beneficial) shareholders who have not duly appointed themselves as proxyholders will be able to attend the Meeting as guests, but will not be able to vote or ask questions at the Meeting.

The Circular and a form of proxy or voting instruction form, along with a one-page virtual meeting guide, accompany this Notice. A copy of the Financial Statements has been filed, and is available, under the Company's profile at www.sedar.com. The Circular contains details of the matters to be considered at the Meeting.

Record Date for Notice and Voting

You are entitled to receive notice of and vote at the Meeting or any adjournment of the Meeting if you were a shareholder of the Company on the record date, which the board of directors of the Company has fixed as the close of business on May 6, 2022.

Notice and Access

The Company is using "notice and access" to deliver the meeting materials. Accordingly, this Notice and the accompanying Circular, and the audited annual financial statements for the financial year ended December 31, 2021, along with the related management discussion and analysis, have been posted on

the Company's website at https://corsacoal.com/investors-news/annual-shareholder-meeting/ and under its profile on SEDAR at www.sedar.com.

Registered Shareholders

If you are a registered shareholder of the Company, are unable to attend the Meeting virtually and wish to ensure that your shares will be voted at the Meeting, you must complete, date and sign the enclosed form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Circular.

Non-Registered Shareholders

If your shares are held in an account with a brokerage firm or an intermediary thereof, you are not a registered shareholder of the Company. Non-registered shareholders should follow the instructions set out in the voting instruction form or other form of proxy provided by their intermediaries to ensure that their shares will be voted at the Meeting.

Non-registered shareholders who wish to appoint a proxyholder other than the persons designated by the Company on the form of proxy (including a non-registered shareholder who wishes to appoint themselves as proxyholder) must carefully follow the instructions in the Circular and on their form of proxy. These instructions include the additional step of registering such proxyholder with our transfer agent, Computershare Investor Services Inc. at www.computershare.com/CorsaCoal, following submission of a form of proxy. Failure to register the proxyholder will result in the proxyholder not receiving an invite code from Computershare that will act as the proxyholder's log-in credentials for the Meeting and which is required for them to vote at the Meeting. Consequently, such proxyholder would only be able to attend the Meeting online as a guest. Non-registered shareholders located in the United States must also provide Computershare with a duly completed legal proxy if they wish to vote at the Meeting or appoint a third party as their proxyholder.

DATED this 6th day of May, 2022.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) "*Kevin M. Harrigan*"
Kevin M. Harrigan
Interim President and Chief Executive Officer

MANAGEMENT INFORMATION CIRCULAR
May 6, 2022

This management information circular (this "Circular") is furnished in connection with the solicitation of proxies by the management of Corsa Coal Corp. (the "Company") for use at the annual and special meeting of the holders (the "Shareholders") of common shares of the Company (the "Shares") or any postponements or adjournments thereof (the "Meeting") to be held on Thursday, June 16, 2022 at 9:00 a.m. (Eastern Daylight Time) at https://meetnow.global/MURGH46 for the purposes set forth in the accompanying notice of the Meeting (the "Notice"). We will hold our Meeting in a virtual only format, which will be conducted via live audio webcast. Shareholders will have an equal opportunity to participate at the Meeting online regardless of their geographic location.

In this Circular, (i) "Shareholder" means a Registered Shareholder and a Beneficial Shareholder (as defined below); (ii) a "Registered Shareholder" means a Shareholder of the Company who holds Shares in his/her/its own name and whose name appears on the register of the Company as the registered holder of Shares; (iii) a "Beneficial Shareholder" means a shareholder of the Company who does not hold Shares in his/her/its own name and instead holds his/her/its Shares through an intermediary; and (iv) an "intermediary" refers to a broker, investment firm, clearing house and similar entity that holds securities on behalf of a Beneficial Shareholder.

Except as otherwise stated, all dollar amounts shown herein are in United States dollars. References to "CDN$" herein means Canadian dollars and references herein to "US$" means United States dollars.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The enclosed proxy is being solicited by or on behalf of the management of the Company. The solicitation is primarily by mail, but regular employees of the Company may also solicit proxies by telephone, facsimile or e-mail. The costs of soliciting proxies by management will be borne by the Company.

To be valid, duly completed and executed proxies must be submitted to Computershare Investor Services Inc. ("Computershare"), the Company's transfer agent and registrar, either in person, by mail or courier, to 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or via the internet at www.investorvote.com. The proxy must be deposited with Computershare by no later than 9:00 a.m. (Eastern Daylight Time) on June 14, 2022 or, if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and holidays) prior to the reconvened or rescheduled Meeting, unless the Chair of the Meeting elects to exercise his discretion to accept proxies received subsequently. If a Shareholder who has submitted a proxy attends the meeting via the webcast and has accepted the terms and conditions when entering the meeting online, any votes cast by such Shareholder on a ballot will be counted and the submitted proxy will be disregarded.

Appointment of a Proxyholder

A Shareholder has the right to appoint as his or her proxyholder a person, including himself or herself, or company (who need not be a Shareholder), other than the persons designated in the form of proxy accompanying this Circular (who are directors and/or officers of the Company), to attend and to act on the Shareholder's behalf at the Meeting. Registering a proxyholder is an additional step to be completed after a Shareholder has submitted their form of proxy. Failure to register the proxyholder will result in the proxyholder not receiving an invite code from Computershare (an "**Invite Code**") that is required for them to vote at the Meeting.

Step 1: Submit your form of proxy: A Shareholder may do so by inserting the name of such person in the blank space provided in the proxy and striking out the other names or by completing another proper form of proxy and delivering such proxy within the specified time limits. This must be completed prior to registering such proxyholder, which is an additional step to be completed once you have submitted your form of proxy.

Step 2: Register your proxyholder: To register a proxyholder, Shareholders must visit www.computershare.com/CorsaCoal by June 14, 2022 at 9:00 a.m. (Eastern Daylight Time), or, if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the reconvened or rescheduled Meeting, and provide Computershare the required proxyholder contact information so that Computershare may provide the proxyholder with an Invite Code via email. Failure to register the proxyholder will result in the proxyholder not receiving an Invite Code that will act as the proxyholder's log-in credentials for the Meeting, and which is required for them to vote at the Meeting. Consequently, such proxyholder would only be able to attend the Meeting online as a guest.

U.S. Beneficial Shareholders

To attend and vote at the Meeting, Beneficial Shareholders located in the United States must first obtain a valid legal proxy from their intermediary and then register with Computershare in advance of the Meeting. Such Beneficial Shareholders should follow the instructions from their intermediary that are included with their proxy materials or contact their intermediary to request a legal proxy form. After obtaining a valid proxy form, a copy of the legal proxy form must be submitted to Computershare in order to register and attend the Meeting. Requests for registration can be directed to Computershare by mail at Computershare, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, or by email at uslegalproxy@computershare.com. Requests for registration must be labeled as "Legal Proxy" and be received no later than 9:00 a.m. (Eastern Daylight Time) on June 14, 2022. Beneficial Shareholders in the United States will receive confirmation of their registration by email after Computershare receives the registration details. Please note that you are also required to register your appointment at www.computershare.com/CorsaCoal in order to attend and vote at the Meeting.

Exercise of Vote by Proxy

The Shares represented by properly executed proxies will be voted, or withheld from voting, in accordance with the instructions of the Shareholder on any ballot that may be called for at the Meeting and, if the Shareholder specifies a choice with respect to any matter to be acted upon at the Meeting, such Shares represented by properly executed proxies will be voted accordingly. **If no choice is specified with respect to any such matter, the persons designated in the accompanying form of proxy will vote in favour of the applicable matter being voted on.**

If any amendments or variations to matters identified in the accompanying Notice are proposed at the Meeting or if any other matters properly come before the Meeting, the enclosed form of proxy confers authority to vote on such amendments or variations according to the discretion of the person voting the proxy at the Meeting. As of the date of this Circular, management of the Company is not aware of any such amendments, variations or other matters to come before the Meeting other than the matters referred to in the Notice.

Notice and Access

As permitted by Canadian securities regulatory authorities and pursuant to exemptions from the sending of financial statements and proxy solicitation requirements granted by the Director of Corporations Canada, the Company is using notice and access to deliver the Meeting materials, including this Circular and the 2021 audited consolidated annual financial statements and related management's discussion and analysis, to Beneficial Shareholders and Registered Shareholders. This means that the Meeting materials are posted online for Shareholders to access, instead of being mailed to Shareholders. Notice and access reduces

printing and mailing costs and is more environmentally friendly as it uses less materials and energy consumption.

Shareholders will receive a package in the mail which will include a form of proxy or voting instruction form, with instructions on how to vote their Shares and access the Meeting materials electronically.

Shareholders may also request a paper copy of the Meeting materials at no cost at any time prior to the Meeting by contacting the Company's transfer agent, Computershare (in the case of Registered Shareholders), by phone at 1-866-962-0498 (toll-free within Canada and the U.S.) or 514-982-8716 (outside Canada and the U.S.) or Broadridge Investor Communications Solutions (in the case of Beneficial Shareholders) by going to proxyvote.com or by phone at 1-877-907-7643 (toll-free within Canada and the U.S.) or 303-562-9305 (English) or 303-562-9306 (French) (outside Canada and the U.S.).

If paper copies of the Meeting materials are requested, Shareholders will not receive a new form of proxy or voting instruction form. Therefore, Shareholders should keep the original form sent to them in order to vote their Shares.

Registered Shareholders

If you are a Registered Shareholder, there are two methods by which you can vote your Shares at the Meeting, namely electronically during the Meeting or by proxy. If you wish to vote electronically during the Meeting, please do not complete or return the form of proxy included with this Circular. Your vote will be taken and counted during the Meeting. If you do not wish to virtually attend the Meeting to cast your vote, properly complete and deliver a form of proxy not later 9:00 a.m. (Eastern Daylight Time) on June 14, 2022 or, if the Meeting is adjourned or postponed, 48 hours (excluding Saturdays, Sundays and holidays) prior to the reconvened or rescheduled Meeting and the Shares represented by your proxy will be voted, or withheld from voting, in accordance with your instructions, as indicated in your form of proxy, on any ballot that may be called at the Meeting.

As a Registered Shareholder, you may vote by proxy by one of the following methods: (i) mail; (ii) telephone or; (iii) the Internet. Instructions for voting using each of these methods are detailed in the enclosed form of proxy and should be followed carefully.

A proxy must be in writing and must be executed by you as a Registered Shareholder or by your attorney authorized in writing or, if the Registered Shareholder is a company or other legal entity, by an authorized officer or attorney.

If you complete and return a blank proxy, your Shares will be voted: (i) in favour of the persons the Company has nominated for directors; (ii) in favour of the appointment of Coulter & Justus, P.C., Certified Public Accountants, as the Company's independent auditor and the directors of the Company fixing the auditor's remuneration; (iii) in favour of the approval and adoption of the Company's third amended and restated stock option plan; and (iv) in favour of the approval and ratification of the Company's shareholder rights plan.

The person to whom you give your proxy will decide how to vote on amendments or variations to the matters of business described herein and on any additional or different matters that may be properly voted on at the Meeting.

For the purpose of voting by proxy, proxies marked as "WITHHOLD" will be treated as present for the purpose of determining a quorum but will not be counted as having been voted in respect of any matter to which the instruction to "WITHHOLD" is indicated.

Computershare will deal with proxies received by it in a way that preserves the confidentiality of your individual votes. However, the Company will have access to proxies as necessary to meet applicable legal requirements, including in the event of a proxy contest, or in the event a Shareholder has made a written comment or submitted a question on the proxy.

Beneficial Shareholders

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

If Shares are listed in an account statement provided to a Shareholder by a broker or financial advisor, then in almost all cases those Shares will not be registered in the Shareholder's name on the records of the Company. Such Shares will more likely be registered under the name of the Shareholder's intermediary. 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. ("CDS"), which acts as nominee for many Canadian brokerage firms).

There are two kinds of Beneficial Shareholders, namely: (i) those who object to their name being made known to the issuers of securities which they own (called "OBOs" for Objecting Beneficial Owners); and (ii) those who do not object to their name being made known to the issuers of the securities which they own (called "NOBOs" for Non-Objecting Beneficial Owners).

The Company is relying on the notice-and-access delivery procedures set out in National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("NI 54-101") to distribute copies of proxy-related materials in connection with the Meeting. Beneficial Shareholders will receive a package in the mail which will include a notice and access notification and a form of proxy or voting instruction form, with instructions on how to vote the Shares and access Meeting materials electronically.

Beneficial Shareholders will typically be given the ability to provide voting instructions in one of two ways. Usually a Beneficial Shareholder will be given a voting instruction form which must be completed and signed by the Beneficial Shareholder in accordance with the instructions provided by the intermediary. In this case, you cannot use the mechanisms described above for Registered Shareholders and must follow the instructions provided by the intermediary (which in some cases may allow the completion of the voting instruction form by telephone or the Internet). Occasionally, however, a Beneficial Shareholder may be given a proxy that has already been signed by the intermediary. This form of proxy is restricted to the number of Shares owned by the Beneficial Shareholder. In this case, you can complete the proxy and vote as described on the proxy.

The purpose of these procedures is to allow Beneficial Shareholders to direct the voting of the Shares that they own but that are not registered in their name. Should a Beneficial Shareholder who receives either a form of proxy or a voting instruction form wish to attend and vote online at the Meeting (or have another person attend and vote on his/her behalf), the Beneficial Shareholder, in the case of a form of proxy, should strike out the persons named in the form of proxy as the proxyholder and insert the name of the Beneficial Shareholder or the name of such other person in the blank space provided or, in the case of a voting instruction form, follow the corresponding instructions provided by the intermediary. **In either case, Beneficial Shareholders should carefully follow the instructions provided by the intermediary and should contact the intermediary promptly if they need assistance.**

In addition, Beneficial Shareholders will need to register themselves or their proxyholder with Computershare in accordance with the instructions provided above under "Appointment of a Proxyholder".

Proxies returned by intermediaries as "non-votes" because the intermediary has not received instructions from the Beneficial Shareholder with respect to the voting of Shares or because, under applicable stock exchange or other rules, the intermediary does not have the discretion to vote those Shares on one or more of the matters that come before the Meeting, will be treated as not entitled to vote on any such matter and will not be counted as having been voted in respect of any such matter. Shares represented by such intermediary "non-votes" will, however, be counted in determining whether there is a quorum.

Revocation of Proxy

Registered Shareholders

A Registered Shareholder executing the enclosed form of proxy has the right to revoke his/her/its proxy. A Registered Shareholder may revoke a proxy by depositing an instrument in writing, including another proxy bearing a later date, executed by the Registered Shareholder or by an attorney authorized in writing, at the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting or in any other manner permitted by law.

Beneficial Shareholders

A Beneficial Shareholder may revoke a voting instruction form, or a waiver of the right to receive materials relating to meetings of Shareholders and to vote, given to an intermediary at any time by written notice to such intermediary. Beneficial Shareholders should follow the instructions of their intermediaries who may set deadlines for receipt of instructions from the Beneficial Shareholder seven days prior to the Meeting, and possibly earlier, for the receipt of voting instruction forms or proxies. An intermediary is not required to act on a revocation of a voting instruction form or a waiver of the right to receive Meeting materials and to vote that is not received by the intermediary prior to the deadlines that such intermediary sets. As such, Beneficial Shareholders who wish to revoke their voting instruction form or proxy should contact their intermediary as soon as possible and well in advance of the Meeting.

Shareholders who log in to the Meeting using a control number, and who accept the terms and conditions displayed upon logging in, will be revoking any and all previously submitted proxies and will be provided the opportunity to vote online by ballot. Shareholders who do not wish to revoke all previously submitted proxies should log in as a guest.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

No director or officer of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors of the Company and as may otherwise be set out herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Shares. The Shares are the only class of securities of the Company entitled to vote at the Meeting. As of the date hereof, 103,275,076 Shares were issued and outstanding, each carrying the right to one vote per Share at the Meeting. At least two Shareholders present at the Meeting or by proxy, holding or representing by proxy not less than 5% of the outstanding Shares, will constitute a quorum.

The board of directors of the Company (the "Board") has fixed the close of business on May 6, 2022 as the record date for the purpose of determining Shareholders entitled to receive notice of and vote at the Meeting.

To the knowledge of the directors and officers of the Company, no person or company beneficially owns, or controls or directs, directly or indirectly, more than 10% of the outstanding Shares except as follows:

Name of Holder	Number of Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly as at May 6, 2022	Approximate Percentage of Outstanding Shares[(1)]
Lorito Holdings S.à r.l. and Zebra Holdings & Investments S.à r.l.[(2)]	15,302,566	14.8%

Notes:

(1) Calculated on the basis of 103,275,076 Shares outstanding as of May 6, 2022.

(2) Information concerning the holdings of Lorito Holdings S.à r.l. and Zebra Holdings & Investments S.à r.l. has been based solely upon reports filed on SEDAR and SEDI.

As at May 6, 2022 CDS & Co., the nominee of CDS, is the registered owner of 83,585,957 Shares which represents approximately 80.9% of the issued and outstanding Shares. Certain principal shareholders disclosed in the previous table may hold certain of their Shares indirectly through CDS. The directors and officers of the Company understand that CDS holds these Shares as a nominee on behalf of various intermediaries and other parties but are not aware whether any person on whose behalf such Shares are held beneficially owns, or controls or directs, directly or indirectly, more than 10% of the outstanding Shares, other than as disclosed in the previous table. The names of the Beneficial Shareholders holding their Shares through CDS are not known to the Company and its directors and officers.

VOTES NECESSARY TO PASS RESOLUTIONS

Pursuant to the *Canada Business Corporations Act* (the "CBCA"), a simple majority of the votes cast is required to pass an ordinary resolution and two-thirds of the votes cast is required to pass a special resolution. At the Meeting, Shareholders will be asked to consider, and if thought fit, to pass an ordinary resolution to approve and ratify the Company's third amended and restated stock option plan, as more particularly described in this Circular, and to pass an ordinary resolution to approve and ratify the Company's shareholder rights plan, as more particularly described in this Circular. In addition, Shareholders will also be asked to elect directors of the Company and appoint an auditor of the Company for the ensuing year while authorizing the directors of the Company to fix the auditor's remuneration. If there are more nominees for election as directors of the Company or appointment of the auditor of the Company than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of nominees for election or appointment is equal to the number of vacancies to be filled, all such nominees will be declared elected or appointed.

MATTERS TO BE ACTED UPON AT THE MEETING

1. Financial Statements

The audited consolidated financial statements of the Company for the fiscal year ended December 31, 2021 and the report of the auditor of the Company thereon will be placed before the Meeting (the "Annual Financials"). Receipt at the Meeting of the Annual Financials will not constitute approval or disapproval of any matters referred to therein.

We are using notice and access. As such, instead of receiving a paper copy of the Annual Financials along with the related Management Discussion & Analysis for the year ended December 31, 2021 (the "MD&A"), Shareholders can access such materials electronically via our website at https://corsacoal.com/investors-news/annual-shareholder-meeting/ or under the Company's profile on SEDAR at www.sedar.com. Paper copies of the Annual Financials and the MD&A are available to Shareholders at no charge upon request to the Company or by following the instructions in the notice and access notification.

Pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations* ("NI 51-102") and NI 54-101, a person who in the future wishes to receive annual and interim financial statements from the Company must deliver a written request for such material to the Company. Shareholders who wish to receive annual and interim financial statements should send a supplemental mailing list request form to Computershare, at 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1.

2. Election of Directors

The Company's articles provide for a minimum of three and a maximum of fifteen directors. The Board currently consists of five directors who are elected annually. Each director is appointed to hold such office until the next annual meeting of Shareholders or until his or her successor is duly elected unless his or her

office is earlier vacated in accordance with the by-laws of the Company. The Board has set its size at five directors.

The five persons listed on the following pages are nominated for election as directors of the Company. The proposed nominees listed below are now directors of the Company and have been since the dates indicated. **Unless authority to do so is withheld, proxies given pursuant to this solicitation by the management of the Company will be voted for the election of the proposed nominees listed below.** If any of the proposed nominees should for any reason be unable to serve as a director of the Company, the persons named in the enclosed form of proxy reserve the right to nominate and vote for another nominee in their discretion. A statement of the current principal occupation, a short biography, the record of attendance at meetings of the Board and its committees during the year ended December 31, 2021 and director election voting results at the Company's 2021 annual and special meeting of Shareholders for each person nominated for election as a director of the Company is set forth below.

Other than as set out below, there are no contracts, arrangements or understandings between any director, any executive officer or any other person pursuant to which any of the nominees has been nominated.

Name, Place of Residence, Office and Year First Became Director	**Current Principal Occupation[(1)], Biography, Directorships, Meetings Attended in 2021 and 2021 Annual and Special Meeting Results**	**Shares Beneficially Owned or Controlled or Directed, Directly or Indirectly, as at May 6, 2022[(1)]**
Robert C. Sturdivant Houston, Texas United States Director and Chair 2017	Chief Financial Officer of certain affiliates of Quintana Energy Partners L.P. ("**Quintana**") and Vice President – Quintana Minerals Corporation since 1974. Mr. Sturdivant is currently the Chief Financial Officer of certain Quintana affiliates and has served in various roles including Vice President of Finance and Managing Director of Risk Management with Quintana and its affiliates since 1974. Previously, Mr. Sturdivant worked for Arthur Andersen & Co. from 1972 until 1974. Mr. Sturdivant serves as a director on the boards of several private entities and served as Chairman of the Board for Genesis Energy, LLC, a publicly held Master Limited Partnership listed on the New York Stock Exchange. Mr. Sturdivant attended The University of Texas where he earned an MBA in finance and accounting and a Bachelor of Arts in history. Mr. Sturdivant is a Certified Public Accountant and holds a Series 7 Security License. Mr. Sturdivant is not a director of any other reporting issuers. Meetings attended in 2021: Board – 11 of 11 2021 Annual and Special Meeting Results (Percentage of Votes Cast For): 98.84%	Nil

Name, Place of Residence, Office and Year First Became Director	Current Principal Occupation[1], Biography, Directorships, Meetings Attended in 2021 and 2021 Annual and Special Meeting Results	Shares Beneficially Owned or Controlled or Directed, Directly or Indirectly, as at May 6, 2022[1]
John H. Craig Toronto, Ontario Canada Director 2010	Senior Counsel at Cassels Brock and Blackwell LLP since January 2016. Mr. Craig is a senior counsel at Cassels Brock and Blackwell LLP, specializing in securities law for over 35 years acting primarily for public mining companies. Previously, Mr. Craig was a partner at Cassels Brock and Blackwell LLP since 1994. Mr. Craig is currently a director of Africa Oil Corp. (TSXV:AOI) and has previously served as a director of Lundin Mining Corporation (TSX:LUN) from 2003 to 2021 and Consolidated HCI Holdings Corporation (TSX:CXA.B) from 1985 to 2020. Meetings attended in 2021: Board – 11 of 11 2021 Annual and Special Meeting Results (Percentage of Votes Cast For): 98.84%	19,500
Alan M. De'Ath[2][3] Oakville, Ontario Canada Director 2013	Director and President of AMDresources since January 2013. Mr. De'Ath has over 40 years international financial, offtake sales and marketing, corporate and operational experience as a senior executive in the mining industry in a range of commodities. He is currently a strategic advisor to several mining companies around the world. Mr. De'Ath had a 20-year career with Rio Tinto PLC where he was Finance Director and Commercial Director, as well as executive board member, of Rio Tinto subsidiaries in the UK, Portugal and Namibia. Following his Rio Tinto career, Mr. De'Ath has had worldwide mining industry experience across a range of commodities as CFO of TVX Gold, CFO then CEO of Ivernia, CEO and then Deputy Chairman of the Enirgi Group, and Strategic Advisor to the Avanco Resources board on offtake and financial risk management. He is a Fellow of the Chartered Institute of Management Accountants (UK) and a Chartered Global Management Accountant. Mr. De'Ath is not a director of any other reporting issuers. Meetings attended in 2021: Board – 11 of 11 Audit Committee – 5 of 5 Health, Safety and Environment Committee – 3 of 3 2021 Annual and Special Meeting Results (Percentage of Votes Cast For): 98.84%	Nil

Ronald G. Stovash[2][3][4] Naples, Florida United States Director 2013	Chairman of the Board, Mon Health System. Mr. Stovash is currently the Chairman of the Board of Mon Health System located in Morgantown, West Virginia, which consists of three hospitals, county-wide emergency medical services, a retirement community and a medical supply company. He has served on the Board of Directors since 2008 and is also Chair of the Governance, Nominating, and Compensation Committee while serving on the Quality and Compliance Oversight, Finance and Audit and Strategic Planning Committees, respectively. Previously, Mr. Stovash served as President and Chief Executive Officer, and a Director, of Colombia Energy Resources Inc. from August 2011 to November 2012. Mr. Stovash has spent over 45 years in the coal industry as a senior industry executive with experience in operations, engineering, marketing, transportation and corporate administration. Previously, he was a consultant from 2008 to 2011 and, from 2007 to 2008, the President and Chief Executive Officer of PinnOak Resources, LLC, a metallurgical coal mining company sold to Cliffs Natural Resources, Inc. Mr. Stovash spent virtually his entire career at CONSOL Energy and its predecessor companies, having joined the company's Pittsburgh Coal Division in 1967 as an hourly employee while attending college and retiring as Senior Vice President of Coal Operations in 2007. He held several senior management positions at CONSOL, including Senior Vice President of Coal Operations, Senior Vice President of Planning and Administration, Senior Vice President of Operations Development, Senior Vice President of Central Appalachia Operations and Marketing, Vice President Sales and Marketing, Vice President of Marketing Services, and Vice President of Operations. Mr. Stovash served as a member of the Board of the National Coal Transportation Association, National Mining Association Transportation Steering Committee, United States Marine Transportation System National Advisory Council, United States Inland Waterway Users Board, and various State coal associations. He was a representative on the World Coal Institute (WCI) in Brussels, Belgium and the International Energy Agency (IEB-CIAB) in Paris, France. He received a Bachelor of Science degree in Electrical Engineering from the University of Pittsburgh in 1970, a degree in Economic Evaluation and Decision Methods from the Colorado School of Mines in 1974, and a degree in Executive Management Program from the University of Illinois in 1984. Mr. Stovash is not a director of any other reporting issuers. Meetings attended in 2021: Board – 11 of 11 Audit Committee – 5 of 5 Health, Safety and Environment Committee – 3 of 3 Compensation Committee – 9 of 9 2021 Annual and Special Meeting Results (Percentage of Votes Cast For): 98.84%	Nil

Name, Place of Residence, Office and Year First Became Director	Current Principal Occupation[1], Biography, Directorships, Meetings Attended in 2021 and 2021 Annual and Special Meeting Results	Shares Beneficially Owned or Controlled or Directed, Directly or Indirectly, as at May 6, 2022[1]
Robert Scott[2][3][4] Bonita Springs, Florida United States Director 2009	Retired. Mr. Scott has over 40 years of experience in the coal industry, most recently as President and Chief Executive Officer of PBS Coals Inc. Mr. Scott is a fellow of the Chartered Institute of Management Accountants (UK) and a Chartered Accountant (Scotland). Previously Mr. Scott served as CFO and director of Derek Crouch PLC (formerly listed on the LSE) from 1972 to 1983. Mr. Scott is not a director of any other reporting issuers. Meetings attended in 2021: Board – 11 of 11 Audit Committee – 5 of 5 Health, Safety and Environment Committee – 3 of 3 Compensation Committee – 9 of 9 2021 Annual and Special Meeting Results (Percentage of Votes Cast For): 98.84%	Nil

Notes:

(1) The information as to principal occupation, business or employment and Shares beneficially owned or controlled has been provided by the respective nominees. Certain nominees for director of the Company also hold options to purchase Shares. See "Compensation Information – Director Compensation" for additional information.

(2) Current member of the Audit Committee of the Board (the "Audit Committee"). The Board will appoint the members of the Audit Committee for the ensuing year following the Meeting.

(3) Current member of the Health, Safety and Environment Committee of the Board (the "Health, Safety and Environment Committee"). The Board will appoint the members of the Health, Safety and Environment Committee for the ensuing year following the Meeting.

(4) Current member of the Compensation, Nominating and Governance Committee of the Board (the "Compensation Committee"). The Board will appoint the members of the Compensation Committee for the ensuing year following the Meeting.

Unless such authority is withheld, the persons named in the enclosed proxy intend to vote FOR the election of said persons as directors of the Company.

Penalties or Sanctions

To the knowledge of management of the Company, no proposed director or executive officer of the Company has: (i) been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (ii) been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

Individual Bankruptcies

To the knowledge of management of the Company, no director of the Company is or has, within the 10 years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to

bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

Corporate Cease Trade Orders or Bankruptcies

To the knowledge of management of the Company and except as set out below, no proposed director of the Company is, or has been within the past ten years, a director or executive officer of any company that, while such person was acting in that capacity:

(i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemptions under securities legislation that was in effect for a period of more than 30 consecutive days;

(ii) was subject to an event that resulted, after that individual ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the company access to any exemptions under securities legislation that was in effect for a period of more than 30 consecutive days; or

(iii) within a year of that individual 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.

John Craig was a director of Sirocco Mining Inc. ("Sirocco") until November 8, 2013. On October 13, 2014, RB Energy Inc. ("RB Energy"), a successor company to Sirocco, filed for protection under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA"). Although Mr. Craig was never a director, officer or insider of RB Energy, he was a director of Sirocco within the 12-month period prior to RB Energy filing under the CCAA.

Advance Notice Policy

Effective May 29, 2020, the Board adopted Amendment No. 1 (the "By-Law Amendment") to General By-Law No. 1 of the Company ("By-Law No. 1") which contains certain advance notice requirements in connection with the nomination of directors (the "Advance Notice Requirements"). The By-Law Amendment, including the Advance Notice Requirements, was approved and ratified by Shareholders on June 30, 2020.

The Advance Notice Requirements, among other things, fix a deadline by which Shareholders must submit a notice of director nominations to the Company prior to any annual or special meeting of Shareholders where directors are to be elected and set forth the information that a Shareholder must include in the notice for it to be valid. In the case of: (i) an annual meeting (or an annual and special meeting) of Shareholders, notice must be provided not later than the close of business on the 30th day before the date of the meeting; provided, however, if the date (the "Notice Date") on which the first public announcement made by the Company of the date of such meeting is less than 50 days prior to the meeting date, not later than the close of business on the 10th day following the Notice Date; and (ii) a special meeting (which is not also an annual meeting) of Shareholders, not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting is made by the Company. However, with respect to the first annual meeting of Shareholders or any adjournment or postponement thereof held after the adoption of the Advance Notice Requirements by the Board, the timely notice requirements set out above shall be varied such that a nominating Shareholder's notice to the Company must be given no later than the close of business on the tenth (10th) day following the first public announcement of the Advance Notice Requirements. In addition, if "notice and access" (as defined in NI 54-101) is used for delivery of proxy related materials in respect of a meeting described in clause (i) or (ii) above, and the Notice Date in respect of the meeting is not less than 50 days prior to the date of the applicable meeting, the notice must be received not later than the close of business on the 40th day before the applicable meeting (but in any event, not prior to the Notice Date); provided, however, that in the event that the meeting is to be held on a date that is less than 50 days after the Notice Date, notice by the nominating Shareholder shall be made, in the case of an annual meeting (or an annual and special meeting) of Shareholders, not later than the

close of business on the 10th day following the Notice Date and, in the case of a special meeting (which is not also an annual meeting) of Shareholders, not later than the close of business on the 15th day following the Notice Date. In the event that the number of directors to be elected at a meeting is increased effective after the time period for which the nominating Shareholder's notice would otherwise be due under the Advance Notice Requirements, a notice with respect to nominees for the additional directorships required by the Advance Notice Requirements will be considered timely if given not later than the close of business on the 10th day following the day on which the first public announcement of such increase was made by the Company.

The Board may, in its sole discretion, waive any requirement of the Advance Notice Requirement.

3. Appointment and Remuneration of the Auditor

Coulter & Justus, P.C. ("Coulter & Justus"), located at 9717 Cogdill Road #201, Knoxville, Tennessee 37932, United States, has been the auditor of the Company since August 31, 2020. At the Company's 2021 annual and special meeting of Shareholders, Coulter & Justus' appointment was approved by 98.84% of the votes cast.

Shareholders will be asked to consider, and if thought advisable, to pass an ordinary resolution to appoint Coulter & Justus to serve as auditors of the Company until the next annual meeting of Shareholders or until their successor is appointed and to authorize the directors of the Company to fix their remuneration as such.

Unless such authority is withheld, the persons named in the enclosed proxy intend to vote FOR the appointment of Coulter & Justus as the auditor of the Company to hold office until the next annual meeting of the Shareholders or until their successor is appointed and authorize the directors of the Company to fix Coulter & Justus' remuneration.

4. Approval of the Third Amended and Restated Stock Option Plan

At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, approve and ratify the Company's third amended and restated stock option plan (the "Option Plan"). A summary of the Option Plan is set out below, but is qualified in its entirety by the full text of the Option Plan, attached as Schedule A to this Circular.

The Company's second amended and restated stock option plan (the "2017 Plan") was most recently approved and ratified by the Shareholders at the last annual and special meeting of the Shareholders held on June 30 2021, by 98.82% of the votes cast. The Board subsequently approved the Option Plan on May 6, 2022, to (i) amend the net exercise procedures such that the volume weighted average trading price of Shares (or "VWAP" as defined in the Option Plan) is used to calculate Shares to be issued to holders of stock options ("Options"), instead of Fair Market Value (as defined below); and (ii) remove the Board's ability to make amendments to the Option Plan relating to (A) the expiry of outstanding Options; and (B) the assignability or transferability of Options. These changes were made to align the Option Plan with the current policies of the TSX Venture Exchange ("TSXV"), which were amended effective November 24, 2021. There are no further substantive changes between the Option Plan and the 2017 Plan. There are currently 4,100,500 Options outstanding under the Option Plan representing approximately 4.01% of the total number of Shares outstanding on May 6, 2022.

Employees, executive officers, directors and consultants of the Company or an affiliate of the Company (the "Eligible Persons") are eligible to participate in the Option Plan. The purpose of the Option Plan is to advance the interests of the Company by (i) providing Eligible Persons with additional incentives; (ii) encouraging equity ownership by Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the Company's success; (iv) encouraging Eligible Persons to remain with the Company or its affiliates; and (v) attracting new employees, directors and officers. Options may not be assigned or transferred, with the exception of (i) an assignment made to a personal representative of a deceased participant, or (ii) an assignment by a participant, with the prior approval of the Board, to a corporation of which that participant is the sole beneficial owner.

The number of Shares reserved for issuance under the Option Plan and all of the Company's previously established share compensation arrangements in the aggregate will not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis. In addition, the number of Shares reserved for issuance to the insiders of the Company will not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis.

Within a 12-month period, the Option Plan provides that the maximum number of Shares issuable upon the exercise of Options will not exceed: (i) to any one participant, 5% of the total number of issued and outstanding Shares on the date of grant; (ii) to insiders as a group, 10% of the total number of issued and outstanding Shares on the date of grant; (iii) to any one consultant, 2% in the aggregate of the total number of issued and outstanding Shares on the date of grant; and (iv) to all Eligible Persons who undertake Investor Relations Activities (as defined in the Option Plan), 2% in the aggregate of the total number of issued and outstanding Shares on the date of grant.

The Board will determine the exercise price of each Option, provided that the exercise price will not be less than the closing price of the Shares on the last trading day immediately prior to the date of grant ("Fair Market Value").

The Board, in its sole and absolute discretion, may permit an Option holder to elect to exercise Option(s) on a "net" cashless basis ("Net Cashless Exercise"), whereby an Option holder is entitled to receive, without any payment of the exercise price of the Shares to be purchased pursuant to the exercise of the Option(s), the number of Shares obtained pursuant to the following formula, after deduction of any withholding obligations:

$$X = [Y(A-B)]/A$$

Where:
X = the aggregate number of Shares to be issued to the Option holder upon such Net Cashless Exercise
Y = the aggregate number of Shares underlying the Option(s) being exercised
A = the VWAP of the underlying Shares, if greater than the exercise price
B = the exercise price of the Option(s) being exercised

The Board, in its sole and absolute discretion, may permit an Option holder to elect to exercise Option(s) on a "broker-assisted" cashless basis ("Broker-Assisted Cashless Exercise"), whereby an Option holder is entitled to pay the aggregate exercise price of the Option(s) being exercised by providing (i) irrevocable instructions to the Company to deliver the Shares issuable upon such Broker-Assisted Cashless Exercise promptly to a broker (acceptable to the Company) for the Option holder's account, and (ii) irrevocable instructions to the broker to sell the Shares sufficient to pay the aggregate exercise price of the Option(s) being exercised (plus any amount required for any withholding obligations) and upon such sale to deliver the aggregate exercise price (plus any amount required for any withholding obligations) to the Company.

The expiry date for each Option is set by the Board at the time of the grant of the Option under the Option Plan and will not be more than ten years after the grant of the Option. If the Board does not set an expiry date at the time of the grant of the Option, such Option will have an expiry date which is five years from the date of grant of the Option.

Options granted under the Option Plan expire at the earlier of the expiry date set at the time of the grant of the Option, and: (i) 365 days after the death or disability of a participant; (ii) at the date of termination in the event of the participant's termination for cause; and (iii) 90 days (30 days if the participant was engaged in Investor Relations Activities) following the participant ceasing to be eligible as a participant for any other reason.

The Board, subject to the policies of the TSXV, fixes vesting terms it deems appropriate when granting Options. If the Board does not specify otherwise, Options granted under the Option Plan will vest and become exercisable as to one-third on each of the first, second and third anniversaries of the date of grant. Options granted to consultants performing Investor Relations Activities must vest, at minimum, in stages

over 12 months with no more than one-quarter of the Options vesting in any three month period but may have longer vesting provisions as set by the Board on the date of grant.

In the event of a proposed Change of Control (as defined in the Option Plan), the Board has the discretion to accelerate the vesting of all unvested Options. In such event, all Options so vested will be exercisable, conditionally or otherwise, from such date until their respective expiry dates to permit the participant to participate in the Change of Control. The Board also has the discretion to: (i) terminate Options not exercised prior to the effective time of such Change of Control; and/or (ii) modify the terms of the Options, so as to assist participants to participate in the Change of Control.

The Board has the discretion to make certain amendments to the Option Plan or any Option, without having to obtain Shareholder approval, such as amendments relating to: (i) the exercise of Options, including by the inclusion of a cashless exercise feature whereby payment is in cash or Shares or otherwise; (ii) when deemed by the Board to be necessary or advisable because of any change in applicable securities laws or other laws; (iii) the definitions and Change of Control provisions; (iv) the administration of the Option Plan; (v) the vesting provisions of any outstanding Options; (vi) the class of participants eligible to participate under the Plan; and (vii) of a clerical or housekeeping nature.

The Option Plan also provides that Shareholder approval will be required in the case of amendments to the Plan relating to: (i) an increase in the maximum number of Shares issuable under the Option Plan or increasing or removing the insider participation limits; (ii) an amendment to the provisions of the Option Plan; (iii) a change of the exercise price of any Option issued to an insider where such amendment reduces the exercise price of such Option; or (iv) the term of any Option issued under the Option Plan to an insider where the amendment extends the term.

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

“NOW THEREFORE BE IT RESOLVED THAT:

1. the Company’s third amended and restated stock option plan attached as Schedule A to the Company’s Management Information Circular dated May 6, 2022 (the “Option Plan”), including the reservation for issuance under the Option Plan at any time of a maximum of 10% of the total number of issued and outstanding common shares of the Company on a non-diluted basis, be and is hereby ratified, confirmed and approved;

2. the board of directors of the Company be authorized to administer the Option Plan and amend or modify the Option 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 Company 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 re-approve the Option 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 Option Plan, the persons named in the enclosed proxy intend to vote FOR the re-approval and ratification of the Option Plan.**

Approval of the 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 December 17, 2021. The Rights Plan took effect on December 17, 2021 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 June 17, 2022, 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 Company 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 Company. 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 Company and its Shareholders that the Company 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 Company or to preclude a take-over bid for control of the Company. 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 Company 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 Company.

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

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 December 17, 2021.

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 2025.

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 Company or an Acquiring Person of facts indicating that a person has become an Acquiring Person (the "Stock 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 Company or any subsidiary of the Company) 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 3.1 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 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 Company, 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 Stock 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 take-over 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 Company 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 Company. 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 Company's shareholder rights plan attached as Schedule C to the Company's Management Information Circular dated May 6, 2022 (the "Rights Plan") be and is hereby ratified, confirmed and approved;

2. the board of directors of the Company 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 Company 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.**

REPORT OF VOTING RESULTS

If required by applicable law, the Company will report the voting results from the Meeting under its profile on SEDAR at www.sedar.com.

AUDIT COMMITTEE DISCLOSURE

The Audit Committee adopted a charter of the Audit Committee on September 30, 2009, which was amended and reconfirmed on March 6, 2017 (the "Audit Committee Charter"). The Audit Committee Charter is set out in full in Schedule B to this Circular.

Composition

As of the date hereof, the Audit Committee is comprised of Messrs. Alan M. De'Ath, Robert Scott and Ronald G. Stovash. All members of the Audit Committee are "independent" and "financially literate" as such terms are defined in National Instrument 52-110 – *Audit Committees* ("NI 52-110"). Mr. De'Ath is the Chair of the Audit Committee.

Relevant Education and Experience

The following provides a summary of the relevant education and experience of the members of the Audit Committee.

Member	Relevant Education and/or Experience
Alan M. De'Ath Chair	Mr. De'Ath has over 40 years of international financial, offtake sales and marketing, corporate and operational experience as a senior executive in the mining industry in a range of commodities. Mr. De'Ath has been both the CEO and the CFO of public companies responsible for the oversight of financial reporting and he is a Fellow of the Chartered Institute of Management Accountants (UK) and a Chartered Global Management Accountant.

Member	Relevant Education and/or Experience
Robert Scott	Mr. Scott has over 40 years of experience in the coal industry, most recently as President and CEO of PBS Coals Ltd. Mr. Scott is a Scottish Chartered Accountant and a Chartered Management Accountant.
Ronald G. Stovash	Mr. Stovash has been president and CEO of public and private companies and has spent over 45 years in the coal industry as a senior industry executive with experience in operations, engineering, marketing, transportation and corporate administration. He currently serves as Chairman of the Board of Mon Health System and, among other positions he holds, is a member of its Finance and Audit Committee.

Pre-Approval Policies and Procedures

In accordance with NI 52-110 and with the Audit Committee Charter, the Audit Committee has the sole authority to pre-approve: (i) all auditing services, including all engagement fees and terms; and (ii) all non-audit services, including certain tax services to be performed by the Company's independent auditor. The Audit Committee currently approves any such proposed audit and non-audit matters prior to the services being performed.

External Auditor Service Fees (By Category)

The following table presents, by category, the fees paid by the Company to Coulter & Justus, P.C., the external auditors of the Company, for services provided to the Company during the financial year ended December 31, 2021 ("2021FY") and during the financial year ended December 31, 2020 ("2020FY"). In 2020FY, tax fees were paid to the Company's previous audit firm, Urish Popeck & Co., LLC.

Category of Fee	Description	2021FY	2020FY
Audit Fees	Fees billed by the Company's external auditor in connection with the audit of the Company's annual financial statements and with the review of the Company's interim financial statements.	$196,341	$214,679
Tax Fees	Tax compliance and the preparation of tax returns.	-	$109,073
Total Fees		$196,341	$323,752

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

The Board has adopted certain corporate governance policies to reflect the Company's commitment to good corporate governance and to comply with the corporate governance guidelines and requirements of the TSXV and provincial securities commissions. The Compensation Committee periodically reviews these policies and proposes modifications to the Board for consideration as appropriate. The Company considers good corporate governance to be central to the effective and efficient management and operation of the Company and the Compensation Committee is directly responsible for developing the Company's approach to corporate governance.

Under the rules of National Instrument 58-101 – *Corporate Governance Practices* ("NI 58-101"), the Company is required to disclose information relating to its system of corporate governance with reference to Form 58-101F2 - *Corporate Governance Disclosure (Venture Issuers)*. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. NI 58-101 mandates disclosure of corporate governance practices which disclosure is set out below.

The Company has separate management and Board functions in place. A summary of the responsibilities, activities and membership of each of the Committees are set out below.

Independence of Members of Board

The Board currently consists of five directors, all of whom are currently independent based upon the tests for independence set forth in NI 52-110. Prior to the distribution by Quintana of all of the Shares held by it to its limited partners on December 15, 2021, Mr. Robert C. Sturdivant was not considered to be independent due to his relationship with Quintana. The Board operates with three committees of the Board, namely, the Audit Committee, the Health, Safety and Environment Committee and the Compensation Committee. All of the members of each of these committees of the Board are independent. The committees of the Board operate pursuant to written mandates which are reviewed, updated as appropriate and reconfirmed periodically by each of the respective committees of the Board and the Board.

Management Supervision by Board

The Board is comprised of a majority of independent directors. The independent judgment of the Board in carrying out its responsibilities is the responsibility of all directors of the Company. The Board facilitates its independent supervision over management of the Company by holding periodic meetings of the Board to approve various appropriate matters and discuss the business and operations of the Company. The Board has free access to the Company's external auditor, legal counsel and to any of the Company's officers. Directors are expected to attend Board meetings and meetings of committees on which they serve and to spend the time needed and meet as frequently as necessary to properly discharge their responsibilities.

Participation of Directors in Other Reporting Issuers

The Board has not adopted a formal policy limiting the number of directors who sit on a board of another public company but believes disclosure of other board memberships is important. Given that many of the directors have a variety of business interests, directors are required to disclose to the Board or any applicable committee thereof, any real or perceived conflict in relation to any matter or proposed matter to be considered and in such circumstances it is the Board's policy that such directors excuse themselves from all deliberations on such matters. The participation of the directors in other reporting issuers is described in the table provided under "Election of Directors" in this Circular.

Orientation and Continuing Education

While the Company does not have formal orientation and training programs, new Board members are provided with:

1. information respecting the functioning of the Board, committees and copies of the Company's corporate governance policies;

2. access to recent and historical publicly filed documents of the Company, technical reports and the Company's internal financial information; and

3. access to management, technical experts and consultants.

Board members are encouraged to communicate with management, auditors and technical consultants; to keep themselves current with industry trends and developments and changes in legislation with management's assistance; and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Board views good corporate governance as an integral component to the success of the Company and to meet responsibilities to shareholders. The Board has adopted a recently updated Code of Conduct, which is posted under its profile at www.sedar.com.

Nomination of Directors

The Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of the mining industry are consulted for possible candidates.

The Board, taking into consideration recommendations from the Compensation Committee, considers its size each year when it considers the number of directors to recommend to the Shareholders for election at the annual meeting of Shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experiences. All of the members of the Compensation Committee are independent directors of the Company. The Compensation Committee is responsible for reviewing with the Board on an annual basis, the size and composition of the Board with a view to ensuring that the members of the Board have the independence, expertise, experience, personal qualities and ability to make the necessary time commitment to the Company. The Compensation Committee has the responsibility to identify and propose to the Board nominees for election as directors.

The nomination of the five incumbent directors who are standing for re-election and the composition of the Board, are appropriate for the Company at this time.

Compensation of Directors and CEO

The members of the Compensation Committee are Messrs. Robert Scott and Ronald G. Stovash, each an independent director of the Company. Mr. Stovash is the Chair of the Compensation Committee. The Compensation Committee has responsibility for determining compensation for the directors and senior management. To determine compensation payable, the Compensation Committee reviews compensation paid to directors and Presidents/CEOs of companies of similar size and stage of development in the mineral exploration industry and determines an appropriate compensation package reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of the Company. In setting compensation, the Compensation Committee annually reviews the performance of the Chief Executive Officer in light of the Company's objectives and considers other factors that may have impacted the success of the Company in achieving its objectives. See "Compensation Information" for further information.

Board Committees

Each committee of the Board operates pursuant to a written mandate which is reviewed and reconfirmed by such committee and the Board. The Board has established an Audit Committee whose mandate and composition are discussed in this Circular. The mandate of the Compensation Committee is described in this Statement of Corporate Governance Practices and in the Compensation Discussion and Analysis set out below while the Health, Safety and Environment Committee functions to ensure the Company's compliance with applicable health, safety and environmental laws while developing, implementing and monitoring programs to maximize the Company's performance in these areas. As the directors are actively involved in the operations of the Company, the Board has determined that additional committees (other than the Audit, Health, Safety and Environment and Compensation Committees) are not necessary at this stage of the Company's development.

Nomination and Assessment

The Board determines new nominees to the Board, although a formal process has not been adopted. The nominees are generally the result of recruitment efforts by the Board members, including both formal and informal discussions among Board members of the Company.

The Board monitors but does not formally assess the performance of individual Board members or committee members or their contributions.

Director Term Limits

The Company currently has not adopted a policy with respect to term limits for directors. While term limits can help ensure the Board gains fresh perspective, imposing this restriction means the Board would lose the contributions of longer serving directors who have developed a deeper knowledge and understanding of the Company over time. The Board does not believe that long tenure impairs a director's ability to act independently of management.

Expectations of Management

The Board expects management to operate the business of the Company in a manner that enhances Shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Company's business plan and to meet performance goals and objectives.

Diversity and Inclusion

Effective January 1, 2020, the CBCA was amended to require additional disclosure regarding diversity. The Company has not adopted a written policy relating to the identification and nomination of women, Aboriginal peoples, persons with disabilities and members of visible minorities (collectively, "Designated Groups") as directors to the Company's Board. The Company has not adopted such a policy, written or otherwise, because the Board generally considers diversity of race, ethnicity, gender, age, national origin, Aboriginal status, disability, sexual orientation, visible minority status, cultural background, professional experience and other factors in evaluating candidates for membership to the Board. While the Company does not have a specific policy, it does consider diversity of race, ethnicity, gender, age, national origin, Aboriginal status, disability, sexual orientation, visible minority status, cultural background, professional experience and other factors in evaluating candidates for membership to the Board.

The Company does not consider the level of representation of members of Designated Groups on the Board or in positions of senior management because in considering individuals as potential directors or members of senior management, the Company at all times seeks the most qualified persons. The Company believes that this approach enables it to make decisions regarding the composition of the Board and senior management team based on what is in the best interests of the Company and its Shareholders. In addition, the Company has not adopted a target for Designated Groups on the Board or in senior management positions because the Company does not believe that any candidate should be chosen nor excluded solely or largely due to self-identification as a member of a Designated Group. In selecting a candidate, the Company considers the skills, expertise and background that would complement the existing senior management team or Board.

As of the date hereof, no member (0%) of the Company's senior management team self-identifies as a woman, a person with a disability, a visible minority or an Aboriginal person. No member (0%) of the Board identifies as a woman, a person with a disability, a visible minority or an Aboriginal person.

COMPENSATION INFORMATION

Compensation Discussion and Analysis

Introduction

As of the date hereof, the Compensation Committee, is comprised of Messrs. Robert Scott and Ronald G. Stovash. All of the members of the Compensation Committee are and were considered independent directors of the Company pursuant to NI 58-101 and NI 52-110. Mr. Stovash is the Chair of the Compensation Committee.

This compensation discussion and analysis describes and explains the Company's policies and practices with respect to the compensation of its Named Executive Officers ("NEOs") comprised of the Chief Executive Officer ("CEO"), the Chief Financial Officer ("CFO") and, if applicable, the three most highly compensated executive officers other than the CEO and the CFO whose total compensation was, individually, more than $150,000 for the financial year. The Company's NEOs for the year ended December

31, 2021 were as follows: Robert (Bob) J. Schneid, President and CEO, Mr. Kevin M. Harrigan, CFO and Corporate Secretary, and Peter V. Merritts, Chief Operating Officer. Mr. Schneid stepped down as the President and CEO of the Company on February 21, 2022 with Mr. Harrigan being appointed as Interim President and Chief Executive Officer as of February 21, 2022. Mr. Merritts stepped down as the Chief Operating Officer of the Company on February 1, 2022.

The Compensation Committee determines the compensation of the Company's CEO and the directors of the Company with a view to ensuring that the remuneration appropriately reflects the responsibilities and risks involved in being an effective executive officer and/or director of the Company. The Compensation Committee periodically reviews the Company's compensation philosophy and objectives taking into consideration various factors discussed below.

A summary of the compensation received by the NEOs for the 2021FY is provided under the heading "Summary Compensation Table" below. A summary of the compensation received by the directors of the Company for the 2021FY is provided under the heading "Director Compensation" below.

Objectives of the Compensation Program

The objectives of the Company's compensation programs are as follows:

- to attract and retain talented, high-achieving executives that have a demonstrated track record of achieving results, which is critical to the success of the Company, and the creation and protection of long-term shareholder value; and
- to align the interests of such executives with those of the Shareholders to achieve goals consistent with the Company's business strategy, which helps create long-term shareholder value.

Elements of Compensation

During 2021FY, the key elements used to compensate the NEOs were base salary, non-equity annual incentive plan compensation and long-term incentives in the form of stock options.

Determination of Compensation

The Compensation Committee is, among other things, responsible for determining all forms of the CEO's compensation and for evaluating the CEO's performance and that of the other NEOs. The general corporate goals and objectives of the NEOs for 2021FY related to safety, individual and Company performance and compliance with environmental laws and regulations.

The following table describes the different compensation components that make up total executive pay to meet the objectives of the Company's compensation philosophy. The table provides a description of each component's key features and objectives:

Compensation Elements, Key Features and Objectives

Compensation Elements	Key Features	Objectives
Base Salary	• In effect for 12-month period	• Attract and retain talented executives • Recognize individual experience, level of responsibility and performance
Annual Bonus Program	• Based on the achievement of corporate, team and individual goals in the context of the overall performance of the Company	• Motivate and reward NEOs to meet the Company's near-term objectives using a performance-based compensation program with objectively determined goals

Compensation Elements	Key Features	Objectives
	• Payments can be above (up to 125%) or below target (to zero) depending on performance • NEO weightings of corporate, team and individual ratings vary by level	• Reward achievement of team goals • Recognize individual contributions

Long Term Incentive Plan

Stock Options	• Time vesting; generally, 1/3 on first, second and third anniversaries of grant • Expire after 5 years	• Encourage participants to pursue opportunities that increase shareholder value over the long-term • Promote retention
Restricted Unit Plan	• Time vesting; 1/3 on first, second and third anniversaries of grant	• Promote retention • Provide immediate sense of ownership • Allow greater resiliency under all market conditions

Other Benefits

401(k) Matching	• Annual funding of 3% of salary into 401(k) plan • 100% company match on the first 3% contributed into 401(k) plan (suspended in August 2020 and reinstated on January 1, 2022)	• Provide competitive benefits to increase income security in retirement
Health and Other Benefits	• Health, dental, vision, life insurance and disability plans	• Provide market competitive benefits
Vehicle Allowances	• Monthly vehicle allowance to cover all vehicle expenses except fuel	• Compensate individuals who require significant driving to perform their duties

Base Salaries – Base salaries for the NEOs are generally fixed by the Board with the recommendations from the Compensation Committee. Increases or decreases on a year over year basis are dependent on the Compensation Committee's assessment of the performance of the Company overall, the Company's projects and the individual's overall performance and skills. In determining such amounts, the Compensation Committee generally balances the compensation objectives set out herein including the experience, skill and scope of responsibility of the executive with the goal of keeping cash compensation for its executive officers within the range of cash compensation paid by companies of similar size and industry. Such companies will typically include public mining sector companies listed in the United States and Canada with operations or development activity in similar nature to the Company and market capitalization in the range of approximately 0.5 to 2.0 times that of the Company. The base salaries for the NEOs are set out below.

Annual Bonus Program – The granting of cash or non-cash bonuses is reviewed annually, and awards are made at the discretion of the Compensation Committee, which exercises its judgment in making recommendations to that effect to the Board. Each year, the Compensation Committee considers several individual and corporate performance criteria in determining whether to allocate an annual bonus as well as the amount to be granted, if any. The objective of the annual bonus is to reward an executive officer or employee for individual and/or corporate performance, within the context of predetermined performance objectives, which can include both qualitative and quantitative objectives. Performance objectives may include, but are not limited to, safety and regulatory performance, cash mining costs versus budget, progress on cost reduction initiatives, achieving financial, sales and strategic objectives, reporting and audit related objectives, performance versus the capital budget and special projects and initiatives. The Compensation Committee may at its discretion, elect to pay cash bonuses in the form of stock options. The Board reviews and approves recommendations for annual bonuses from the Compensation Committee.

Option-Based Awards – Equity incentive compensation in the form of stock options comprises a significant portion of overall compensation for the NEOs and the Board. The Compensation Committee believes that this is appropriate because it creates a strong correlation between variations in the Company's share price and the compensation of its executives, thereby aligning the interests of the Company's executives and Shareholders.

The Option Plan provides that Options will be issued pursuant to option agreements to directors, officers, employees or consultants of the Company or a subsidiary of the Company. The grant of Options to the Company's executive officers is determined by the Board as recommended by the Compensation Committee. Options assist the Company in attracting, motivating and retaining top talent. The Company has used initial larger one-time grants to recruit new executives and directors to ensure that the NEOs have a significant stake in the performance of the Company. The Compensation Committee reviews the Option schedule periodically during each financial year and the contributions made to the Company by executive officers to determine whether additional Option grants should be made, and previous grants of Options are taken into account when considering new grants. Options issued to date have a term of five years which encourages the long-term retention of the Company's officers, employees and consultants.

Share-Based Awards – Equity incentive compensation in the form of restricted stock units ("RSU") have not yet been issued but in the future may comprise a portion of overall compensation for the NEOs and the Board. The Compensation Committee believes that the Company's restricted share unit plan (the "RSU Plan") dated May 25, 2015 and approved by the Shareholders on June 23, 2015 will encourage eligible participants to acquire a proprietary interest in the Company through ownership of the Shares and provide eligible participants with additional incentive to further the growth and development of the Company and to encourage them to remain in the employment or service of the Company.

The grant of an RSU to an eligible participant under the RSU Plan (the "RSU Participant") entitles such RSU Participant, subject to the RSU Participant's satisfaction of any conditions, restrictions or limitations imposed under the RSU Plan or the applicable grant agreement, to receive from the Company (or an affiliate) payment in cash or, at the option of the Company (or such affiliate), payment in fully paid Shares. The grant of an RSU does not entitle the RSU Participant to exercise any voting rights, receive any dividends or exercise any other right which attaches to ownership of Shares of the Company. Additionally, the rights or interests of an RSU Participant under the RSU Plan shall be exercisable during the lifetime of an RSU Participant only by such RSU Participant and after death only by the RSU Participant's legal representatives, provided that grants can only be redeemed if the performance or other criteria that must be achieved during the grant period have been satisfied.

The number of RSU Securities issuable pursuant to the RSU Plan shall not exceed 5,953,852, provided that, notwithstanding the foregoing, the number of RSUs that may be issued pursuant to the RSU Plan, together with the aggregate number of Shares issuable under any other previously established share compensation arrangement of the Company:

(i) in aggregate shall not exceed 20% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) on the date of grant; and

(ii) to "insiders" (as such term is defined under the policies of the TSXV) as a group shall not exceed 10% of the total number of issued and outstanding Shares (calculated on a non-diluted basis) on the date of grant.

The Company does not permit an NEO or director to purchase financial instruments for hedging purposes relative to securities granted as compensation.

Risk Implications Associated with Compensation Policies and Practices

The Compensation Committee and the Board have considered the implications of the risks associated with the Company's compensation policies and practices and have determined that there are no significant areas of risk due to the discretionary nature of such policies and practices. The determination was based on a number of factors, including, without limitation, that there are no compensation policies and practices that are structured significantly different for any NEO and that the Company attempts to achieve a balance between cash and equity compensation which are based on both corporate and individual performance. The ability of the Compensation Committee and the Board to consider factors such as personal contributions to corporate performance and non-financial, non-production or non-reserves based elements of performance allows the Compensation Committee and the Board to consider whether executive officers have attempted to bolster short-term results at the expense of the long-term success of the Company in determining executive compensation. In addition, as the compensation program consists of fixed (base salary) and variable (annual cash bonuses and Option grants) components, the incentive for short-term risk taking is balanced with the incentive to focus on generating long-term sustainable value for Shareholders.

Summary Compensation Table

The following table sets forth compensation information for the 2021FY, 2020FY and the financial year ended December 31, 2019 ("2019FY") for the following NEOs: the CEO; the CFO; and other NEOs. During 2021FY, 2020FY and 2019FY, the Company did not have a pension plan.

Name and Principal Position	Financial Year	Salary ($)	Option-Based Awards[1] ($)	Non-Equity Annual Incentive Plan Compensation ($)	All Other Compensation[2] ($)	Total Compensation ($)
Robert J. Schneid[3] President and Chief Executive Officer	2021	204,923	25,712[4]	50,000	6,148[5]	286,783
	2020	-	-	-	-	-
	2019	-	-	-	-	-
Kevin M. Harrigan	2021	335,000	-	145,000	8,700[5]	488,700
Chief Financial Officer and	2020	338,866	-	120,000	14,851[5]	473,717
Corporate Secretary	2019	311,916	28,533[6]	131,000	16,800[5]	488,249
Peter V. Merritts[7]	2021	360,000	-	-	8,700[5]	368,700
Chief Operating Officer	2020	364,154	-	80,000	15,321[5]	459,475
	2019	326,387	34,240[8]	105,188	16,800[5]	482,615

Notes:

(1) The value of the Options is an accounting fair value calculated using the Black-Scholes fair value option-pricing model ("Black-Scholes") in accordance with International Financial Reporting Standards ("IFRS"). The key assumptions used are determined at each grant date. For each grant, the Company has assumed no dividend yield and utilized a historical forfeiture rate which is updated at each grant date. The Company used the Black-Scholes valuation methodology for calculating the value of Options because Black-Scholes is a recognized tool for valuation methodology and is appropriate for the Company.

(2) Perquisites and other benefits are less than $50,000, or 10% of total salary, per annum for any NEO, unless otherwise noted.

(3) Mr. Schneid's employment with the Company commenced on June 9, 2021. His 2021FY salary is prorated to reflect his commencement date.

(4) Options to purchase 150,000 Shares at an exercise price of CDN$0.45 per share were granted on August 11, 2021. Each of the Options granted have an estimated grant date fair value of CDN$0.28 per Option calculated using Black-Scholes based on the additional following grant date assumptions: expected life - 2 to 4 years, risk free interest rate – 0.23% to 0.63%,

expected volatility - 93% to 114% and forfeiture rate – 14.85%. The total value in CDN$ was translated to US$ using an exchange rate of 0.7978, which was calculated using the monthly average of the Bank of Canada closing CDN$ to US$ exchange rates for the period from January 1 to December 31, 2021.

(5) Company contribution to the NAPP Division 401(k) plan, which is a personal retirement savings plan, of 3% of salary and a Company match of 100% of the first 3% contributed to the 401(k) plan for FY 2020 (through August 2020 at which point the match was suspended) and FY 2019. The NAPP Division 401(k) plan was implemented and became effective as of December 8, 2010.

(6) Options to purchase 250,000 Shares at an exercise price of CDN$0.38 per share were granted on November 6, 2019. Each of the Options granted have an estimated grant date fair value of CDN$0.20 per Option calculated using Black-Scholes based on the additional following grant date assumptions: expected life - 2 to 4 years, risk free interest rate – 1.59% to 1.61%, expected volatility - 65% to 102% and forfeiture rate – 12.43%. The total value in CDN$ was translated to US$ using an exchange rate of 0.7556, which was calculated using the monthly average of the Bank of Canada closing CDN$ to US$ exchange rates for the period from January 1 to December 31, 2019.

(7) Mr. Merritts was the Company's Chief Executive Officer from July 12, 2019 until June 9, 2021 at which time he then became the Company's Chief Operating Officer.

(8) Options to purchase 300,000 Shares at an exercise price of CDN$0.38 per share were granted on November 6, 2019. Each of the Options granted have an estimated grant date fair value of CDN$0.20 per Option calculated using Black-Scholes based on the additional following grant date assumptions: expected life - 2 to 4 years, risk free interest rate – 1.59% to 1.61%, expected volatility - 65% to 102% and forfeiture rate – 12.43%. The total value in CDN$ was translated to US$ using an exchange rate of 0.7556, which was calculated using the monthly average of the Bank of Canada closing CDN$ to US$ exchange rates for the period from January 1 to December 31, 2019

Employment Agreements, Termination and Change of Control

Employment Agreements

Kevin M. Harrigan, current interim President and Chief Executive Officer of the Company (and previously, the Chief Financial Officer), has an employment agreement with the Company and Wilson Creek Holdings Inc., a wholly owned subsidiary of the Company, dated June 2, 2015 as amended on December 20, 2018 and further amended on December 22, 2020. Under his employment agreement, Mr. Harrigan is entitled to an annual salary of $335,000. Depending on the achievement of personal and business goals and overall company performance, including completion of corporate transactions, acquisitions, financings, operational and performance criteria, Mr. Harrigan is eligible to receive an annual discretionary short-term cash bonus. He will be reimbursed for certain expenses and fees and is entitled to participate in the Company's group health benefits as well as the Option Plan and any other equity or share ownership plans adopted by the Company from time to time. Option grants are at the discretion of the Board. The Company may terminate Mr. Harrigan's employment agreement without cause in which case the Company shall pay Mr. Harrigan a monthly compensation (the "Harrigan Monthly Compensation") for up to 12 months following the date of termination calculated as follows: (a) the aggregate of (i) his annual salary at the date of termination and (ii) an amount equal to the average of the annual bonus paid to Mr. Harrigan in the two years prior to the year in which such termination takes place; divided by (b) 12. On a change of control of the Company and Mr. Harrigan's employment is terminated in the 12 months following such change of control, as defined in Mr. Harrigan's employment agreement, the Company shall pay Mr. Harrigan a lump sum amount equal to 24 times the Harrigan Monthly Compensation. Mr. Harrigan is subject to a 12-month non-compete covenant and a 24-month non-solicitation covenant following the termination of employment. For a termination without cause at December 31, 2021, Mr. Harrigan would have been entitled to a payment of $467,500. For a termination after a change of control at December 31, 2021, Mr. Harrigan would have been entitled to a payment of $935,000. In addition, Mr. Harrigan may be entitled to a discretionary severance payment of $150,000 upon separation from the Company to be determined at the sole discretion of the Compensation Committee.

Robert J. Schneid, former President and Chief Executive Officer of the Company, was party to an employment agreement with the Company and Wilson Creek Holdings Inc., a wholly owned subsidiary of the Company, dated June 9, 2021. Under his employment agreement, Mr. Schneid was entitled to an annual salary of $360,000. Depending on the achievement of personal and business goals and overall company performance, including completion of corporate transactions, acquisitions, financings, operational and performance criteria, Mr. Schneid was eligible to receive an annual discretionary short-term cash bonus. He was to be reimbursed for certain expenses and fees and was entitled to participate in the Company's group health benefits as well as the Option Plan and any other equity or share ownership plans adopted by

the Company from time to time. Stock option grants were at the discretion of the Board. The Company had the power to terminate Mr. Schneid's employment agreement without cause in which case the Company was obliged to pay Mr. Schneid a monthly compensation (the "Schneid Monthly Compensation") for up to 12 months following the date of termination, calculated as follows: (a) the aggregate of (i) his annual salary at the date of termination and (ii) an amount equal to the average of the annual bonus paid to Mr. Schneid in the two years prior to the year in which such termination takes place; divided by (b) 12. On a change of control of the Company and Mr. Schneid's employment is terminated in the 12 months following such change of control, as defined in Mr. Schneid's employment agreement, the Company would have paid Mr. Schneid a lump sum amount equal to 18 times the Schneid Monthly Compensation. For a termination without cause at December 31, 2021, Mr. Schneid would have been entitled to an aggregate payment of $410,000. Mr. Schneid's employment with the Company terminated on February 21, 2022. As such, for the duration of the 9-month period following his termination, Mr. Schneid is entitled to monthly payments in the amount of $31,510 from the Company. In addition, Mr. Schneid is subject to a 12-month non-compete covenant and a 24-month non-solicitation covenant following the termination of his employment agreement.

Peter V. Merritts, former Chief Operating Officer of the Company, had an employment agreement with the Company and Wilson Creek Holdings Inc., a wholly owned subsidiary of the Company, dated January 23, 2020 with an effective commencement date of July 12, 2019, as amended on December 22, 2020 and as further amended on June 9, 2021. Under his employment agreement, Mr. Merritts was entitled to an annual salary of $360,000. Depending on the achievement of personal and business goals and overall company performance, including completion of corporate transactions, acquisitions, financings, operational and performance criteria, Mr. Merritts was eligible to receive an annual discretionary short-term cash bonus. He was to be reimbursed for certain expenses and fees and was entitled to participate in the Company's group health benefits as well as the Option Plan and any other equity or share ownership plans adopted by the Company from time to time. Stock option grants were at the discretion of the Board. The Company had the power to terminate Mr. Merritts' employment agreement without cause in which case the Company was obliged to pay Mr. Merritts a monthly compensation (the "Merritts Monthly Compensation") for up to 12 months following the date of termination, calculated as follows: (a) the aggregate of (i) his annual salary at the date of termination and (ii) an amount equal to the average of the annual bonus paid to Mr. Merritts in the two years prior to the year in which such termination takes place; divided by (b) 12. On a change of control of the Company and Mr. Merritts' employment is terminated in the 12 months following such change of control, as defined in Mr. Merritts' employment agreement, the Company would have paid Mr. Merritts a lump sum amount equal to 24 times the Merritts Monthly Compensation. For a termination without cause at December 31, 2021, Mr. Merritts would have been entitled to a payment of $452,594. Mr. Merritts' employment with the Company terminated on February 1, 2022. As such, for the duration of the 12-month period following his termination, Mr. Merritts is entitled to monthly payments in the amount of $37,716 from the Company. In addition, Mr. Merritts received a separate one-time severance payment in the amount of $150,000 which was made at the sole discretion of the Compensation Committee. Mr. Merritts is subject to a 12-month non-compete covenant and a 24-month non-solicitation covenant following the termination of his employment agreement.

Incentive Plan Awards

Long-Term Incentive Plan Awards

Long term incentive plan ("LTIP") means a plan providing compensation intended to motivate performance over a period greater than one financial year. LTIPs do not include option or stock appreciation rights plans or plans for compensation through shares or units that are subject to restrictions on resale. The Company has not adopted and did not award any LTIPs to any NEO during 2021FY.

Share-Based Awards

Share-based awards means awards under an equity incentive plan of equity-based instruments that do not have option-like features, including common shares, restricted shares, restricted stock units, deferred share units, phantom shares, phantom share units, common share equivalent units and stock. Other than the RSU Plan under which no RSUs have been issued, the Company has not adopted any plans with respect to share-based awards and did not award any share-based awards to any NEO during 2021FY.

Option-Based Awards – Outstanding at Year End

The following table sets forth for each NEO the number of unexercised Options held by such NEO that were outstanding at December 31, 2021 and their value on December 31, 2021 based on CDN$0.65, which was the closing trading price of the Shares on the TSXV on December 31, 2021, the last trading day of the Shares in 2021FY, and includes the exercise price, expiration date and the value of such Options at December 31, 2021:

Name	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (CDN$)	Option Expiration Date	Value of Unexercised In-the-Money Options (CDN$)[(1)]
Robert J. Schneid	150,000	$0.45	August 10, 2026	$30,000
Kevin M. Harrigan	215,000 215,000 250,000	$1.53 $0.90 $0.38	November 15, 2022 November. 6, 2023 November 5, 2024	— — $67,500
Peter V. Merritts	175,000 175,000 300,000	$1.53 $0.90 $0.38	November 15, 2022 November 6, 2023 November 5, 2024	— — $81,000

Note:

(1) Value of unexercised in-the-money options is calculated based on the difference between the market value of the Company's common share price at the end of the year and the exercise price of the option multiplied by the number of unexercised options regardless of vesting status.

Incentive Plan Awards – Value Vested or Earned during the Year

The following table sets forth for each NEO the aggregate dollar value that such NEO would have realized had he or she exercised all options to purchase Shares that vested during 2021FY on the date such options vested:

Name	Option-Based Awards Value Vested During the Year (CDN$)	Non-Equity Incentive Plan Compensation - Value Earned During the Year (US$)
Robert J. Schneid	—	$50,000
Kevin M. Harrigan	$36,250	$145,000
Peter V. Merritts	$43,500	—

Retirement Benefits

The Company offers a 401(k) plan for its United States corporate employees under the NAPP Division 401(k) plan. The 401(k) plan is provided to assist individuals in saving for retirement. The 401(k) plans for the NEOs are identical to the plans offered to employees of the NAPP Division. The NAPP Division 401(k) plan is a defined contribution plan.

Effective December 8, 2010, the NAPP Division implemented a non-standardized 401(k) plan and a personal retirement savings plan. Messrs. Schneid, Harrigan and Merritts participate in the NAPP Division 401(k) plan. The NAPP Division 401(k) plan is a qualified retirement 401(k) plan administered by Principal Financial Group. The Company contributes an amount equal to 3.0% of an employee's salary and 100% of the first 3% contributed by the employee through August 2020 at which point the 3% match was suspended and continued to remain suspended for FY2021. Employees can make additional voluntary contributions, for total combined contributions up to the legislated government maximums. The 401(k) account is self-directed, with employees able to choose from among the investment options offered by Principal Financial Group and any interest and earnings on the investments held in the 401(k) account vary in accordance with the terms and performance of the particular investments chosen.

The amounts contributed by the Company on behalf of the NEOs to these 401(k) plans are disclosed under the "All Other Compensation" column in the Summary Compensation Table. Other than contributions to the 401(k) plans described above, the Company does not provide retirement benefits for NEOs.

Termination and Change of Control Benefits

Pursuant to employment agreements, the only NEOs entitled to severance payments are Messrs. Schneid, Harrigan and Merritts as described under "Employment Agreements, Termination and Change of Control".

Director Compensation

Under the Company's director compensation policy, directors are entitled to receive annual retainers and committee chair and meeting fees, when applicable, paid in quarterly installments and are reimbursed for out-of-pocket expenses. Effective since December 6, 2018, the annual retainer fee for a director is $15,500, the annual fee for the Chair of Audit Committee is $18,250, the annual fee for the Chair of the Compensation Committee and the Health, Safety and Environment Committee is $13,000, the annual fee for a director who is member of a Committee is $7,750, all paid in quarterly installments, and the meeting attendance fee is $1,300. During FY2021, a fee of $95,000 was paid to each director who served as a member of the special committee of the Board (the "Special Committee") and a fee of $105,000 was paid to the chair of the Special Committee, which was constituted in 2020 in connection with the independent investigation related to a matter involving a former sales agent of the Company. For fiscal year 2022, the annual retainer fee for directors will be increased to $45,000 for the Chair of the Board and $40,000 for each director, the annual fee for the Chair of Audit Committee will be $25,000, the annual fee for the Chair of the Compensation Committee and the Health, Safety and Environment Committee will be $18,000, and the annual fee for a director who is member of the Audit Committee will be $12,000 and for the Compensation Committee and the Health, Safety and Environment Committee will be $10,000, all paid in quarterly installments.

The following table sets out the amounts or value of compensation provided to each director who was not a NEO of the Company at any time during the 2021FY:

Name	Fees Earned ($)	Option-Based Awards ($)	All Other Compensation	Total ($)
John H. Craig	15,500	—	—	15,500
Alan M. De'Ath[(1)]	136,500	—	—	136,500
Robert Scott[(2)]	139,000	—	—	139,000
Ronald G. Stovash[(3)]	149,000	—	—	149,000
Robert C. Sturdivant[(4)]	—	—	—	—
Kai Xia[(5)]	—	—	—	—

Notes:

(1) Mr. De'Ath is Chair of the Audit Committee, a member of the Health, Safety and Environment Committee and was a member of the Special Committee. Fees payable to Mr. De'Ath are paid to a consulting firm wholly-owned by him.

(2) Mr. Scott is Chair of the Health, Safety and Environment Committee and a member of the Audit Committee and the Compensation Committee, and was a member of the Special Committee

(3) Mr. Stovash is Chair of the Compensation Committee and the Special Committee and a member of the Audit Committee and the Health, Safety and Environment Committee.

(4) Mr. Sturdivant has waived any fees due to him in 2021FY as a director as he was employed by an affiliate of Quintana. Mr. Sturdivant is expected to receive fees for 2022FY.

(5) Mr. Xia waived any fees due to him as a director as he is employed by an affiliate of Quintana. Mr. Xia resigned as a director on December 31, 2021.

Option-Based Awards – Outstanding at Year End

The following table sets forth for each non-management director of Corsa the number of Options held by such director that were outstanding at December 31, 2021 and includes the exercise price, expiration date and the value thereof at December 31, 2021:

Name	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (CDN$)	Option Expiration Date	Value of Unexercised In-the-Money Options (CDN$)[(1)]
John H. Craig	75,000 75,000 100,000	$1.53 $0.90 $0.38	November 15, 2022 November 6, 2023 November 5, 2024	— — $27,000
Alan M. De'Ath	75,000 75,000 100,000	$1.53 $0.90 $0.38	November 15, 2022 November 6, 2023 November 5, 2024	— — $27,000
Robert Scott	75,000 75,000 100,000	$1.53 $0.90 $0.38	November 15, 2022 November 6, 2023 November 5, 2024	— — $27,000
Ronald G. Stovash	75,000 75,000 100,000	$1.53 $0.90 $0.38	November 15, 2022 November 6, 2023 November 5, 2024	— — $27,000
Robert C. Sturdivant	N/A	N/A	N/A	N/A
Kai Xia	N/A	N/A	N/A	N/A

Note:

(1) Value of unexercised in-the-money Options is calculated based on the difference between the market value of the Share price as at December 31, 2021 and the exercise price of the Option multiplied by the number of unexercised Options regardless of vesting status.

Incentive Plan Awards – Value Vested or Earned during the Year

The following table sets forth for each non-management director the aggregate dollar value that such director would have realized had he exercised all Options to purchase Shares that vested during 2021FY on the date such Options vested:

Name	Option-Based Awards Value Vested During the Year (CDN$)	Non-Equity Incentive Plan Compensation - Value Earned During the Year (CDN$)
John H. Craig	$14,500	N/A
Alan M. De'Ath	$14,500	N/A
Robert Scott	$14,500	N/A
Ronald G. Stovash	$14,500	N/A
Robert C. Sturdivant	N/A	N/A
Kai Xia	N/A	N/A

Securities Authorized for Issuance Under Equity Compensation Plans

The following table provides information as of December 31, 2021 relating to Options to purchase Shares outstanding pursuant to the Option Plan, which is currently the only compensation plan of the Company under which equity securities of the Company are authorized for issuance:

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options	Weighted Average Exercise Price of Outstanding Options	Number of Shares Available for Future Issue Under Equity Compensation Plans
Equity Compensation Plan approved by Security holders - Stock Option Plan	4,250,500	CDN$0.83	6,077,008

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than "routine indebtedness" (as defined in Form 51-102F5 – Information Circular), no directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Company were indebted to the Company as at December 31, 2021 or as at the date hereof.

DIRECTORS AND OFFICERS INSURANCE

The Company has purchased a policy of insurance for the benefit of its directors and officers against liability which may be incurred by them in the performance of their duties as directors and officers of the Company. The amount of the premium paid in respect of this policy for the 2021FY was CDN$161,046. The policy does not specify that any part of the premium is paid in respect of either directors as a group or officers as a group. The entire premium is paid by the Company. The current annual policy limit is CDN$40,000,000 per claim per policy period, subject to a corporate deductible of CDN$100,000 per claim.

FINANCIAL ASSISTANCE

The Company did not give any financial assistance to any of its employees or Shareholders during 2021FY.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

John H. Craig, a proposed director of the Company, has a material relationship with Lorito Holdings S.à r.l. and Zebra Holdings & Investments S.à r.l.

ADDITIONAL INFORMATION

Additional information relating to the Company can be found on SEDAR at www.sedar.com. The Company's financial information can be found in the Annual Financials and MD&A. Copies of the Company's Annual Financials and MD&A may be obtained, without charge, by writing to the Corporate Secretary of the Company, at 1576 Stoystown Road, P.O. Box 260, Friedens, Pennsylvania 15541. Additional copies of this Circular are also available upon request. All of the above documents can be found under the Company's profile on SEDAR at www.sedar.com.

OTHER MATTERS WHICH MAY COME BEFORE THE MEETING

Management and the directors of the Company are not aware of any other matters which may come before the Meeting as of the date of mailing of this Circular other than as set forth in the Notice and as described in this Circular. However, if other matters which are not now known as of the date hereof should properly come before the Meeting, the accompanying proxy will be voted on such matters in accordance with the best judgment of the persons voting all proxies returned.

MATTERS TO BE RAISED AT NEXT ANNUAL MEETING

Notice of Shareholder proposals to be considered for inclusion in the Company's proxy materials for the Company's next annual meeting of Shareholders to be held during calendar year 2023 must be sent as required by and in compliance with section 137 of the CBCA to the Company between January 17, 2023 and March 18, 2023 (the "Proposal Window"). Any such proposal should be sent to the Company at its registered office at 199 Bay Street, Suite 5300, Commerce Court West, Toronto, Ontario M5L 1B9. The

Company is not obligated to include any shareholder proposal in its proxy materials for the annual meeting of Shareholders to be held during calendar year 2023 if the proposal is received outside of the Proposal Window.

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The undersigned hereby certifies that the contents and the mailing of this Circular have been approved by the Board.

DATED this 6th day of May, 2022.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) "*Kevin M. Harrigan*"
Kevin M. Harrigan
Interim President and Chief Executive Officer

SCHEDULE A
THIRD AMENDED AND RESTATED
STOCK OPTION PLAN

See following pages.

CORSA COAL CORP.
THIRD AMENDED AND RESTATED STOCK OPTION PLAN
Amended and Restated and Adopted by the Board of Directors as of May 6, 2022

1. PURPOSE OF THE PLAN

The Company hereby establishes the Plan (as defined below) for Eligible Persons (as defined below). The purpose of this Plan is to advance the interests of the Company by (i) providing Eligible Persons with additional incentives; (ii) encouraging equity ownership by such Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the success of the Company; (iv) encouraging Eligible Persons to remain with the Company or its Affiliates; and (v) attracting new employees, directors and officers. All outstanding options issued under any prior stock option plans of the Company will be subject to the terms and conditions of the Plan.

2. DEFINITIONS

In this Plan, the following terms shall have the following meanings:

2.1 "**Affiliate"** means an affiliate of the Company within the meaning of section 1.3 of National Instrument 45-106 – *Prospectus and Registration Exemptions*, as amended or replaced from time to time.

2.2 "**Associate**" has the meaning set out in section 2.22 of National Instrument 45-106 – *Prospectus and Registration Exemptions*, as amended or replaced from time to time.

2.3 "**Board**" means the Board of Directors of the Company.

2.4 "**Broker-Assisted Cashless Exercise**" has the meaning ascribed thereto in section 4.2(b).

2.5 "**Change of Control**" means:

(i) a reorganization, amalgamation, merger or other business combination (or a plan of arrangement in connection with any of the foregoing), other than solely involving the Company and any one or more of its Affiliates, with respect to which all or substantially all of the persons who were the beneficial owners of the Shares and other securities of the Company immediately prior to such reorganization, amalgamation, merger, business combination or plan of arrangement do not, following the completion of such reorganization, amalgamation, merger, business combination or plan of arrangement, beneficially own, directly or indirectly, more than fifty percent (50%) of the resulting voting rights (on a fully-diluted basis) of the Company or its successor;

(ii) the acquisition by any "offeror" (as defined in section 89 of the *Securities Act* (Ontario) as of the date hereof) of beneficial ownership of more than 50% of the votes attached to the outstanding voting securities of the Company, by means of a take-over bid or otherwise;

(iii) the sale, lease, exchange or other transfer (in one transaction or a series of related transactions) to a person other than an Affiliate of the Company of all or substantially all of the Company's assets;

(iv) a separation of the business of the Company into two or more entities;

(v) the approval by the shareholders of the Company of any plan of liquidation or dissolution of the Company; or

(vi) a change in the composition of the Board, which occurs at a single meeting of the shareholders of the Company or upon the execution of a shareholders' resolution, such that individuals who are members of the Board immediately prior to such meeting or

resolution cease to constitute a majority of the Board, without the Board, as constituted immediately prior to such meeting or resolution, having approved of such change.

2.6 "**Company**" means Corsa Coal Corp. and any successor thereto.

2.7 "**Consultant**" means a "Consultant" as defined in the policies of the TSX Venture Exchange.

2.8 "**Consultant Company**" means a "Consultant Company" as defined in the policies of the TSX Venture Exchange.

2.9 "**Disability**" means any disability with respect to a Participant which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Participant from:

(i) being employed or engaged by the Company or any of its Affiliates in the same as or similar to that in which he was last employed or engaged by the Company or its Affiliates; or

(ii) acting as a director or officer of the Company or an Affiliate thereof.

2.10 "**Distribution**" means a "Distribution" as defined in the TSX Policies.

2.11 "**Eligible Person**" means, subject to all applicable laws, (A) any employee, executive officer, director or Consultant of (i) the Company or (ii) any Affiliate (and includes any such person who is on a leave of absence authorized by the Board or the board of directors of any Affiliate), and (B) in the event of any assignment of Options in accordance with the terms of the Plan, any Permitted Assign of such person, as the context requires.

2.12 "**Employee**" means an "Employee" as defined in the TSX Policies.

2.13 "**Exchange**" means the TSX Venture Exchange, the Toronto Stock Exchange or such other stock exchange or quotation system on which the Shares are listed or quoted from time to time.

2.14 "**Exercise Period**" has the meaning ascribed thereto in section 4.3(a).

2.15 "**Exercise Price**" shall be not less than the Fair Market Value of the Shares on the trading day immediately preceding the date on which the Option is granted, or such greater amount as the Board may determine; provided, however, that the Exercise Price of an Option shall not be less than the minimum Exercise Price required by the applicable rules of the Exchange.

2.16 "**Expiry Date**" means the date set by the Board under the Plan as the last date on which an Option may be exercised.

2.17 "**Fair Market Value**" means with respect to any Shares at a particular date, the closing price of the Shares on the Exchange on the last preceding trading day or, if there is no sale on such day, then the closing price of the Shares on the Exchange on the last previous day on which a sale is reported.

2.18 "**Grant Date**" means the date specified in an Option Agreement as the date on which an Option is granted.

2.19 "**Holding Entity**" means a holding entity within the meaning of section 2.22 of National Instrument 45-106 – *Prospectus and Registration Exemptions*, as amended or replaced from time to time.

2.20 "**Insider**" means an "Insider" as defined under the policies of the Exchange, as amended from time to time.

2.21 "**Investor Relations Activities**" means "Investor Relations Activities" as defined in the policies of the TSX Venture Exchange.

2.22 "**Joint Actor**" means a person acting "jointly or in concert with" another person as that phrase is interpreted in the *Securities Act* (Ontario).

2.23 "**Management Company Employee**" means a "Management Company Employee" as defined in the policies of the TSX Venture Exchange.

2.24 "**Net Cashless Exercise**" has the meaning ascribed thereto in section 4.2(b).

2.25 "**Net Cashless Exercise Notice**" has the meaning ascribed thereto in section 4.2(b).

2.26 "**Option**" means an option to purchase Shares granted to an Eligible Person pursuant to this Plan.

2.27 "**Option Agreement**" means an agreement, substantially in the form attached hereto as Schedule A, whereby the Company grants to a Participant an Option.

2.28 "**Option Price**" means the price per Share as determined by the Board on the Grant Date and specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 5.

2.29 "**Option Shares**" means the aggregate number of Shares which a Participant may purchase under an Option.

2.30 "**Participant**" means an Eligible Person to whom an Option has been granted, and for greater certainty, includes the Permitted Assign of such an Eligible Person to whom an Option has been assigned in accordance with the terms of the Plan, as the context requires.

2.31 "**Permitted Assign**" means, for an employee, executive officer, director or Consultant, as applicable, a corporation of which such employee, executive officer, director or Consultant is the sole beneficial owner.

2.32 "**Plan**" means this stock option plan of the Company, as it may be amended from time to time.

2.33 "**Share Reorganization**" has the meaning ascribed thereto in section 5.1.

2.34 "**Shares**" means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, "Shares" shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.

2.35 "**Special Distribution**" has the meaning ascribed in section 5.2.

2.36 "**Termination Date**" means the date on which a Participant, or in the case of a Management Company Employee or a Consultant Company, the Participant's employer, ceases to be an Eligible Person, and for all purposes of this Plan, a Participant shall be deemed to have ceased to be an Eligible Person on the date such Participant (or the Participant's employer) receives a notice of termination from the Company or provides a notice of resignation to the Company.

2.37 "**TSX Policies**" means, for so long as the Shares are listed on the TSX Venture Exchange, the policies of the TSX Venture Exchange, and for so long as the shares are listed on the Toronto Stock Exchange, the policies of the Toronto Stock Exchange and "TSX Policy" means any one of them as applicable.

2.38 "**Unissued Option Shares**" means the number of Shares, at a particular time, which have been reserved for issuance upon the exercise of an Option but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.

2.39 "**Vested**" means that an Option has become exercisable in respect of a number of Option Shares by the Participant pursuant to the terms of the Option Agreement.

2.40 "**VWAP**" means the volume weighted average trading price of the Shares calculated by dividing the total value by the total volume of such Shares traded for five trading days immediately preceding the exercise of the Option.

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.

3. GRANT OF OPTIONS

3.1. Option Terms

(a) Participants: The Board may from time to time authorize the issue of Options to Participants who are Eligible Persons. Any Participant to whom an Option is granted under the Plan who subsequently ceases to hold the position in which he or she received such Option shall continue to be eligible to hold such Option as a Participant as long as he or she otherwise falls within the definition of "Eligible Person" in any capacity.

(b) Option Price: The Option Price under each Option shall be determined by the Board and shall not be less than the Exercise Price on the Grant Date. Notwithstanding this section of the Plan, in the event that the Grant Date of any Option hereunder occurs during a "black-out period" imposed by the Company pursuant to its own black-out policies, then the Option Price of any such Option shall not be less than the Exercise Price on the day following the expiry of such black-out period. The Exercise Price of any Option granted hereunder shall be subject to adjustment in accordance with the provisions of the Plan.

(c) Vesting: The Board, subject to the TSX Policies, may determine and impose terms upon which each Option shall become Vested. If the Board does not otherwise specify the vesting provisions of an Option at time of the grant of such Option, and subject to the other limits on Option grants set out in Section 3.2 hereof, Options granted under the Plan shall vest and become exercisable in full as to one-third thereof on each of the first, second and third anniversaries of the Grant Date. Options granted to Consultants performing Investor Relations Activities must vest, at minimum, in stages over twelve months with no more than one-quarter of the Options vesting in any three month period, but may have longer vesting provisions as set by the Board on the Grant Date.

(d) Expiry Date: The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than ten years after the Grant Date. If the Board does not set an Expiry Date for an Option granted at the time of the grant of the Option, such Option shall have an Expiry Date which is five years from the Grant Date.

(e) Permitted Assigns: Subject to the provisions of this section, Options shall be non-assignable and non-transferable 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 representative (subject to the limitation that Options may be not be exercised later than the Expiry Date). Notwithstanding the above, Options may, with the prior approval of the Board, be assigned by an Eligible Person to whom an Option has been granted to a Permitted Assign of such Eligible Person, following which such Options shall be non-assignable and non-transferable by such Permitted Assign, except, with the prior approval of the Board, to another Permitted Assign, otherwise than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of such Permitted Assign only by such Permitted Assign and after death only by such Permitted Assign's legal representative (subject to the limitation that Options may be not be exercised later than the Expiry Date). For greater certainty, the Board shall be only permitted to grant Options to an Eligible Person and shall not be permitted to grant Options directly to any Permitted Assign.

3.2. Limits on Shares Issuable on Exercise of Options

(a) The number of Shares reserved for issuance under the Plan and all of the Company's other previously established or proposed share compensation arrangements:

(i) in aggregate shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date; and

(ii) to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares on a non-diluted basis on the Grant Date.

(b) The number of Shares which may be issuable under the Plan and all of the Company's other previously established or proposed share compensation arrangements, within a 12 month period:

(i) to any one Participant, shall not exceed 5% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis;

(ii) to Insiders as a group shall not exceed 10% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis;

(iii) to any one Consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis; and

(iv) to all Eligible Persons who undertake Investor Relations Activities shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis.

3.3. Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement executed by the Company and by the Participant to whom such Option is granted. Each Participant shall have the option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Participant. For stock options to Employees, Consultants, Consultant Companies or Management Company Employees, the Company is representing herein and in the applicable Option Agreement that the Participant is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its Affiliates. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan. Subject to specific variations approved by the Board in respect of any Options, such variations not to be inconsistent with the provisions of the Plan, all terms and conditions set out in the Plan are incorporated by reference into and form part of any Option granted under the Plan.

4. EXERCISE OF OPTION

4.1. When Options May be Exercised

Subject to sections 4.3 and 4.4, an Option may be exercised to purchase any number of Shares up to the number of Vested Unissued Option Shares at any time after the Grant Date up to 4:00 p.m. (Toronto time) on the Expiry Date and shall not be exercisable thereafter. Notwithstanding this section of the Plan or the term of any Option fixed by the Board hereunder, in the event that the Expiry Date of any Option granted hereunder (other than an Expiry Date arising as a result of the termination of the employment of the Participant for cause) occurs during a period when the Participant is restricted from exercising such Option as a result of a "black-out period" imposed by the Company pursuant to its own black-out policies, or within 3 days of the expiry of any such "black-out period", then the term of any such Option shall automatically, and without any further action by the Board, be extended by a period of 10 business days from the expiry of such "black-out period".

4.2. Manner of Exercise

(a) Subject to the provisions of the Plan and the related Option Agreement, an Option may be exercised from time to time by delivering to the Company a notice specifying the number of Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Share by certified cheque, or in another manner deemed acceptable to the Company at the time of such exercise. Upon notice and payment there will be a binding contract for the issue of the Shares in respect of which the Option is exercised, upon and subject to the provisions of the Plan. Delivery of the Participant's cheque payable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the cheque is not honoured upon presentation in

which case the Option shall not have been validly exercised. Upon receipt of payment in full, but subject to the terms of the Plan and the related Option Agreement, the number of Shares in respect of which the Option is exercised shall be duly issued as fully paid and non-assessable.

(b) Notwithstanding section 4.2(a) and section 4.2(c), with the approval of the Board (which may be withheld entirely in the sole and absolute discretion of the Board), a Participant may elect to exercise Option(s), in whole or in part, without payment of the aggregate Option Price due on such exercise (any such exercise, a "**Net Cashless Exercise**") by providing written notice of such election to the Company (a "**Net Cashless Exercise Notice**"). Upon actual receipt by the Company of a Net Cashless Exercise Notice from a Participant, the Company shall calculate and issue to such Participant that number of Shares as is determined by application of the following formula, after deduction of any withholding obligations:

X = [Y(A-B)]/A

Where:
X = the aggregate number of Shares to be issued to the Participant upon such Net Cashless Exercise
Y = the aggregate number of Shares underlying the Option(s) being exercised
A = the VWAP of the underlying Shares, if greater than the Option Price
B = the Option Price of the Option(s) being exercised

If the number of Shares to be issued to the Participant in the event of a Net Cashless Exercise would otherwise include a fraction of a Share, the Company will pay a cash amount to such Participant equal to: (i) the fraction of a Share otherwise issuable multiplied by (ii) the VWAP of the underlying Shares. Upon a Net Cashless Exercise by a Participant pursuant to this section 4.2(b), the number of Shares underlying the Option(s) being exercised shall be deemed to have been issued and counted against the maximum number of authorized but unissued Shares available for issue under this Plan.

(c) Notwithstanding section 4.2(a) and section 4.2(b), with the approval of the Board (which may be withheld entirely in the sole and absolute discretion of the Board), a Participant may elect to exercise Option(s) (any such exercise, a "**Broker-Assisted Cashless Exercise**"), in whole or in part, by providing (i) irrevocable instructions to the Company to deliver the aggregate number of Shares to be issued to the Participant upon such Broker-Assisted Cashless Exercise promptly to a broker (acceptable to the Company) for the Participant's account, and (ii) irrevocable instructions to the broker to sell the Shares sufficient to pay the aggregate Option Price of the Option(s) being exercised (plus any amount required for any withholding obligations) and upon such sale to deliver the Option Price of the Option(s) being exercised (plus any amount required for any withholding obligations) to the Company.

4.3. Termination as Eligible Person

If a Participant ceases to be an Eligible Person, his or her Option shall be exercisable as follows:

(a) Death or Disability

If the Participant ceases to be an Eligible Person due to his or her death or Disability or, in the case of a Participant that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the Participant shall be exercisable by the legal representative of the Participant to acquire Vested Unissued Option Shares at any time up to but not after the earlier of (i) 365 days after the date of death or Disability; and (ii) the Expiry Date (such period referred to herein as the "**Exercise Period**"). For greater clarity, Options outstanding on the date of death or Disability of the Participant will continue to Vest during the Exercise Period until such Options are exercised in accordance with the provisions of this Plan.

(b) Termination For Cause

If the Participant, or in the case of a Management Company Employee or a Consultant Company, the Participant's employer, ceases to be an Eligible Person as a result of termination for cause, as that term is interpreted by the courts of the jurisdiction in which the Participant, or, in the case of a Management Company Employee or a Consultant Company, of the Participant's employer, is employed or engaged; any outstanding Option held by such Participant on the Termination Date, whether in respect of Option Shares that are Vested or not, shall cease to be exercisable immediately upon such termination on the Termination Date and shall be cancelled as of such date, subject to the provisions of any employment, consulting or settlement agreement between such Participant and the Company.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Participant or, in the case of a Management Company Employee or a Consultant Company, the Participant's employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, subject to the provisions of any employment, consulting or settlement agreement between such Participant and the Company, the Options then held by the Participant shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days (30 days if the Participant was engaged in Investor Relations Activities) after the Termination Date (such period referred to herein as the "Notice Period Date"). If any portion of an Option is not vested by the Termination Date, that portion of the Option may continue to Vest until the Notice Period Date subject to any employment, consulting or settlement agreement between the Participant and the Company. If any portion of an Option is not vested by the Notice Period 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 received compensation in respect of dismissal or payment in lieu of notice in respect of such Termination and, for all purposes of the Plan, a Participant's employment or consulting services shall conclusively be deemed to have been terminated on the date that such Participant received notice of termination from the Company.

4.4. Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement

If the Participant, or, in the case of a Management Company Employee or a Consultant Company, the Participant's employer, retires, resigns or is terminated from employment or engagement with the Company or any Affiliate, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Option Shares which were not Vested at that time or which, if Vested, were cancelled, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Participant under any applicable statute or common law.

4.5. Effect of a Change of Control

(a) In the event of a proposed Change of Control (as determined by the Board), the Board may, in its discretion, conditionally or otherwise and on such terms as it sees fit, accelerate the vesting of all of a Participant's unvested Options to a date determined by the Board, such that all of a Participant's Options will immediately vest at such time. In such event, all Options so Vested will be exercisable, conditionally or otherwise, from such date until their respective Expiry Dates so as to permit the Participant to participate in such Change of Control.

(b) Notwithstanding any other provisions of this Plan, in the event of a proposed Change of Control (as determined by the Board), the Board will have the power exercisable in its discretion (i) to terminate, conditionally or otherwise and on such terms as it sees fit, the Options not exercised prior to the effective time of such Change of Control, and/or (ii) to modify the terms of the Options, conditionally or otherwise and on such terms as it sees fit, in order to assist the Participants to participate in the Change of Control, including for greater certainty permitting such Participants to exercise their

Options on a "cashless" basis. For greater certainty, in the event that a Change of Control is effected, the Board will have the power, if determined appropriate, to terminate all Options not exercised prior to the effective time of such Change of Control.

(c) If a proposed Change of Control is not completed, the Options that Vested pursuant to subsection (a) above (if any) must be returned by the Participant to the Company and will be reinstated as unvested Options and the original terms applicable to such Options will apply. If any of the Options that Vested pursuant to subsection (a) above (if any) were exercised, such Shares must be returned to the Company for cancellation and replacement with the original underlying Options. The determination of the Board with respect to any such event will for the purposes of this Plan be final, conclusive and binding.

4.6. Shares Not Acquired

To the extent any Option granted under the Plan expires or is cancelled or terminated without having been exercised in whole or in part, the Unissued Option Shares in respect of which such Option expired or was cancelled or terminated shall be considered to be part of the reserved Shares available for Options under the Plan and may be made the subject of a further Option or Options granted pursuant to the Plan.

5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES

5.1. Share Reorganization

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a "**Share Reorganization**") then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

(a) the Option Price will be adjusted to a price per Share which is the product of:

  (i) the Option Price in effect immediately before that effective date or record date; and

  (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and

(b) the number of Unissued Option Shares will be adjusted by multiplying

  (i) the number of Unissued Option Shares immediately before such effective date or record date by

  (ii) a fraction which is the reciprocal of the fraction described in subsection (a)(ii) above.

5.2. Special Distribution

Subject to the prior approval of the Exchange, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares;

(a) shares of the Company, other than the Shares;

(b) evidences of indebtedness;

(c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board has determined to be outside the normal course); or

(d) rights, options or warrants;

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a "**Special Distribution**"), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price may be reduced, and the number of Unissued Option Shares may be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

5.3. Corporate Organization

Whenever there is:

(a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in sections 5.1 or 5.2;

(b) a consolidation, merger or amalgamation of the Company with or into another company resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities; or

(c) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another company;

(any such event being herein called a "**Corporate Reorganization**") the Participant will have an option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such option, in lieu of the Unissued Option Shares which the Participant would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that the Participant would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, the Participant had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Board.

5.4. Determination of Option Price and Number of Unissued Option Shares

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered or Certified Public Accountants that the Board may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Participants.

5.5. Regulatory Approval

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of sections 5.1, 5.2 or 5.3 is subject to the approval of the Exchanges and any other governmental authority having jurisdiction.

6. MISCELLANEOUS

6.1. No Rights to Employment and No Rights as Shareholder

Subject to the terms of any employment, consulting or settlement agreement between the Company and a Participant, neither this Plan nor any of the provisions hereof shall confer upon any Participant any right with respect to employment, engagement or continued employment or engagement with the Company or any Affiliate or interfere in any way with the right of the Company or any Affiliate to terminate such employment or engagement 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 Company or any Affiliate to extend the employment or engagement of any Participant beyond the date on which the Participant would normally be retired pursuant to the provisions of any present or future retirement plan of the Company or any Affiliate, or beyond the date on which his relationship with the Company or any Affiliate would otherwise

be terminated pursuant to the provisions of any employment, consulting or other contract for services with the Company or any Affiliate.

A Participant shall not have any rights whatsoever as a shareholder of the Company with respect to any of the Unissued Option 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 Option exercise price of the Shares in respect of which the Option is being exercised) and such underlying Shares have been issued.

6.2. Necessary Approvals

(a) The Plan shall be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution. Any Options granted under this Plan prior to such approval shall only be exercised upon the receipt of such approval. Disinterested shareholder approval (as required by the Exchange) will be obtained for any reduction in the exercise price, or any extension, of any Option granted under this Plan if the Participant is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to the approval of the Exchange and any governmental authority having jurisdiction. If any Shares cannot be issued to any Participant for any reason, including, without limitation, the failure to obtain such approval, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by a Participant to the Company shall be immediately refunded to the Participant by the Company.

(b) The Company will obtain disinterested shareholder approval (as required by the Exchange) of stock options if the Plan, together with all of the Company's previously established and outstanding stock option plans or grants, could result at any time in (i) the number of shares reserved for issuance under stock options granted to Insiders exceeding 10% of the issued shares; (ii) the grant to Insiders, within a 12 month period, of a number of options exceeding 10% of the issued shares; or (iii) the issuance to any one Participant, within a 12 month period, of a number of shares exceeding 5% of the issued shares.

6.3. Administration of the Plan

The Plan shall be administered by the Board or a committee of the Board duly appointed for this purpose by the Board. If a committee is appointed for this purpose, all references herein to the Board will be deemed to be references to this committee of the Board. Subject to the limitations of the Plan, the Board shall have the authority to (i) grant Options; (ii) determine the terms, limitations, restrictions and conditions respecting such grants; (iii) 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 (iv) make all other determinations and take all other actions in connection with the implementation and administration of the Plan. The Board shall, without limitation, have full and final authority in its discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in section 5.4, the interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. The Board may delegate to the appropriate employees or officers of the Company such administrative duties and powers as it may see fit. All administration costs of the Plan shall be paid by the Company. No member of the Board or any person acting pursuant to the authority delegated by it hereunder shall be liable for any action or determination in connection with the Plan made or taken in good faith.

6.4. Income Taxes

(a) If the Company or any Affiliate determines, in its sole discretion, that it is required under the *Income Tax Act* (Canada) or any other applicable law to make any source or income tax deductions in respect of employee stock option benefits (including, without limitation, income and payroll withholding taxes imposed by any jurisdiction) and to remit to the applicable governmental authority an amount on account of tax on the value of the taxable benefit associated with the issuance of Options or Shares under this Plan, the Company or any Affiliate may implement any appropriate procedures at its sole discretion to ensure that such tax withholding obligations are met. These

procedures may include, without limitation, (i) a requirement that the Participant pay to the Company or any Affiliate, in addition to the exercise price for the Options, sufficient cash as is reasonably determined by the Company or the Affiliate to be the amount necessary to permit the required tax remittance; (ii) the issuance of Shares by the Company or the Affiliate upon exercise of the Options to an agent on behalf of the Participant, with such agent being authorized to sell in the market, on behalf of the Participant, on such terms and at such time or times as the Company or the Affiliate determines, a portion of the Shares issued with any cash proceeds realized on such sale to be remitted to, and used by, the Company or the Affiliate to satisfy the required tax remittance; or (iii) other arrangements acceptable to the Company or the Affiliate to fund the required tax remittance.

(b) Each Participant (or their beneficiaries) shall be responsible for all taxes with respect to any Options granted to such Participant under this Plan, whether as a result of the grant or exercise of Options or otherwise. The Company makes no guarantee to any person regarding the tax treatment of Options and none of the Company nor any of its employees or representatives shall have any liability to any Participant with respect thereto.

6.5. Amendments to the Plan

(a) The Board may from time to time, subject to applicable law and to the prior approval, if required, of the Exchange or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall materially adversely affect the terms or conditions of any Option previously granted to a Participant under the Plan without the consent of that Participant or materially and adversely impair any right of any Participant under any Option granted prior to the date of any such amendment or termination without the consent of such Participant. If this Plan is terminated, the provisions of this Plan and any administrative guidelines, and other rules adopted by the Board and in force at the time of this Plan, will continue in effect as long as any Options under the Plan or any rights pursuant thereto remain outstanding. However, notwithstanding the termination of the Plan, the Board may make any amendments to the Plan or Options it would be entitled to make if the Plan were still in effect.

(b) Subject to subsection (c) below, the Board may at any time, and from time to time, and without shareholder approval, amend any provision of the Plan, or any Options granted hereunder, or terminate the Plan, subject to any applicable regulatory or stock exchange requirements or approval at the time of such amendment or termination, including, without limitation:

(i) amendments relating to the exercise of Options, including by the inclusion of a cashless exercise feature whereby payment is in cash or Shares or otherwise;

(ii) amendments deemed by the Board to be necessary or advisable because of any change in applicable securities laws or other laws;

(iii) amendments to the definitions set out in section 2;

(iv) amendments to the change of control provisions;

(v) amendments relating to the administration of the Plan;

(vi) amendments to the vesting provisions of any outstanding Option(s);

(vii) amendments to the class of participants eligible to participate under the Plan;

(viii) any other amendment, fundamental or otherwise, not requiring shareholder approval under applicable laws or the rules of the Exchange, including amendments of a “clerical” or “housekeeping” nature.

(c) Notwithstanding subsection (b) above, the Board shall not be permitted to amend:

(i) the Plan in order to increase the maximum number of Shares which may be issued under the Plan so as to increase or remove the Insider participation limits;

(ii) the amending provisions of section 6.5;

(iii) the exercise price of any Option issued under the Plan to an Insider where such amendment reduces the exercise price of such Option; or

(iv) the term of any Option issued under the Plan to an Insider where such amendment extends the term of such Option;

in each case without first having obtained the approval of a majority of the holders of the Shares voting at a duly called and held meeting of holders of Shares and, in the case of an amendment contemplated in subsection 6.5(c)(i), (iv) or (v), approval of a majority of the holders of the Shares voting at a duly called and held meeting of holders of Shares excluding shares voted by Insiders who are Eligible Persons.

(d) Notwithstanding the foregoing, any amendment to the Plan shall be subject to the receipt of all required regulatory approvals including, without limitation, the approval of the Exchange.

6.6. Form of Notice

A notice given to the Company shall be in writing, signed by the Participant and delivered to the head business office of the Company.

6.7. No Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

6.8. Compliance with Applicable Law

The Plan, the grant and exercise of Options hereunder and the Company's obligation to sell and deliver Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of any stock exchange(s) on which the Shares are listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Company, be required. The Company shall not be obligated by any provision of the Plan or the grant of any Option hereunder to issue or sell Shares in violation of such laws, rules and regulations or any condition of such approvals. In addition, the Company shall have no obligation to issue any Shares pursuant to the Plan unless such Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Shares are listed for trading. In this connection the Company shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for issuances of such Shares in compliance with applicable laws and for the admission to listing of such Shares on any stock exchange on which the Shares are then listed. 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.

6.9. No Assignment

No Participant may assign any of his or her rights under the Plan or any option granted thereunder other than in accordance with the provisions of the Plan.

6.10. Securities Laws of the United States of America

Neither the Options which may be granted pursuant to the provisions of the Plan nor the Shares which may be issued pursuant to the exercise of Options have been registered under the United States *Securities Act of 1933*, as amended (the "**U.S. Act"**), or under any securities law of any state of the United States of America. Accordingly, any Participant who is issued Shares or granted an Option in a transaction which is subject to the U.S. Act or the securities laws of any state of the United States of America may be required

to make certain representations, warranties, acknowledgments and agreements as counsel to the Company may advise and may be subject to restrictions on the disposition of the Shares.

6.11. Conflict

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

6.12. Governing Law

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the province of Ontario and the laws of Canada applicable therein.

6.13. Time of Essence

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

6.14. Entire Agreement

This Plan and the Option Agreement sets out the entire agreement between the Company and the Participants relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written. This Plan was adopted by the Board effective May 6, 2022.

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SCHEDULE A
CORSA COAL CORP.
STOCK OPTION PLAN - OPTION AGREEMENT

Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ●, 20● [four months and one day after the date of grant].

This Option Agreement is entered into between Corsa Coal Corp. ("the Company") and the Participant named below pursuant to the Company Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on ●, 20● (the "Grant Date");

2. ● (the "Participant");

3. was granted the option (the "Option") to purchase ● Common Shares (the "Option Shares") of the Company;

4. for the price (the "Option Price") of $● per share;

5. which shall be exercisable on the following basis ● (the "Vesting"); and

6. terminating on the ●, 20● (the "Expiry Date");

all on the terms and subject to the conditions set out in the Plan. For greater certainty, Option Shares continue to be exercisable until the termination or cancellation thereof as provided in this Option Agreement and the Plan.

By signing this Option Agreement, the Participant acknowledges that the Participant has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

Acknowledgement – Personal Information

The undersigned hereby acknowledges and consents to:

(a) the disclosure to the TSX Venture Exchange and all other regulatory authorities of all personal information of the undersigned obtained by the Company; and

(b) the collection, use and disclosure of such personal information by the TSX Venture Exchange and all other regulatory authorities in accordance with their requirements, including the provision to third party service providers, from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ● day of ●, 20●.

CORSA COAL CORP.

Signature	Per: Authorized Signatory
Print Name	

Address

SCHEDULE B
AUDIT COMMITTEE CHARTER

See following pages

CORSA COAL CORP.
AUDIT COMMITTEE MANDATE

This charter (the "**Charter**") sets forth the purpose, composition, responsibilities and authority of the Audit Committee (the "**Committee**") of the Board of Directors (the "**Board**") of Corsa Coal Corp. ("**Corsa**").

1.0 Purpose

The purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities with respect to:

- financial reporting and disclosure requirements;
- ensuring that an effective risk management and financial control framework has been implemented and tested by management of Corsa; and
- external and internal audit processes.

2.0 Composition and Membership

(a) The Board will appoint the members ("**Members**") of the Committee. The Members will be appointed to hold office until the next annual general meeting of shareholders of Corsa or until their successors are appointed. The Board may remove a Member at any time and may fill any vacancy occurring on the Committee. A Member may resign at any time and a Member will automatically cease to be a Member upon ceasing to be a director.

(b) The Committee will consist of at least three directors. Each Member will meet the criteria for independence and financial literacy established by applicable laws and the rules of any stock exchanges upon which Corsa's securities are listed, including National Instrument 52-110 - Audit Committees. In addition, each director will be free of any relationship which could, in the view of the Board, reasonably interfere with the exercise of a Member's independent judgment.

(c) The Board will appoint one of the Members to act as the chairman of the Committee (the "**Chairman**"). The secretary of Corsa (the "**Secretary**") will be the secretary of all meetings and will maintain minutes of all meetings and deliberations of the Committee. If the Secretary is not in attendance at any meeting, the Committee will appoint another person who may, but need not, be a Member to act as the secretary of that meeting.

3.0 Meetings

(a) Meetings of the Committee will be held at such times and places as the Chairman may determine, but in any event not less than four (4) times per year. Twenty-four (24) hours advance notice of each meeting will be given to each Member orally, by telephone, by facsimile or email, unless all Members are present and waive notice, or if those absent waive notice before or after a meeting. Members may attend all meetings either in person or by telephone.

(b) At the request of the external auditors of Corsa, the Chief Executive Officer or the Chief Financial Officer of Corsa or any Member, the Chairman will convene a meeting of the Committee. Any such request will set out in reasonable detail the business proposed to be conducted at the meeting so requested.

(c) The Chairman, if present, will act as the chairman of meetings of the Committee. If the Chairman is not present at a meeting of the Committee the Members in attendance may select one of their number to act as chairman of the meeting.

(d) A majority of Members will constitute a quorum for a meeting of the Committee. Each Member will have one vote and decisions of the Committee will be made by an affirmative vote of the majority. The Chairman will not have a deciding or casting vote in the case of an equality of votes. Powers of the Committee may also be exercised by written resolutions signed by all Members.

(e) The Committee may invite from time to time such persons as it sees fit to attend its meetings and to take part in the discussion and consideration of the affairs of the Committee. The Committee will meet in camera without members of management in attendance for a portion of each meeting of the Committee.

(f) In advance of every regular meeting of the Committee, the Chairman, with the assistance of the Secretary, will prepare and distribute to the Members and others as deemed appropriate by the Chairman, an agenda of matters to be addressed at the meeting together with appropriate briefing materials. The Committee may require officers and employees of Corsa to produce such information and reports as the Committee may deem appropriate in order for it to fulfill its duties.

4.0 Duties and Responsibilities

The duties and responsibilities of the Committee as they relate to the following matters, are as follows:

4.1 *Financial Reporting and Disclosure*

(a) review and recommend to the Board for approval, the audited annual financial statements, including the auditors' report thereon, the quarterly financial statements, management discussion and analysis, financial reports, and any guidance with respect to earnings per share to be given, prior to the public disclosure of such information, with such documents to indicate whether such information has been reviewed by the Board or the Committee;

(b) review and recommend to the Board for approval, where appropriate, financial information contained in any prospectuses, annual information forms, annual report to shareholders, management proxy circular, material change disclosures of a financial nature and similar disclosure documents prior to the public disclosure of such information;

(c) review with management of Corsa, and with external auditors, significant accounting principles and disclosure issues and alternative treatments under International Financial Reporting Standards ("**IFRS**"), with a view to gaining reasonable assurance that financial statements are accurate, complete and present fairly Corsa's financial position and the results of its operations in accordance with IFRS, as applicable; and

(d) seek to ensure that adequate procedures are in place for the review of Corsa's public disclosure of financial information extracted or derived from Corsa's financial statements, periodically assess the adequacy of those procedures and recommend any proposed changes to the Board for consideration;

4.2 *Internal Controls and Audit*

(a) review the adequacy and effectiveness of Corsa's system of internal control and management information systems through discussions with management and the external auditor to ensure that Corsa maintains: (i) the necessary books, records and accounts in sufficient detail to accurately and fairly reflect Corsa's transactions; (ii) effective internal control systems; and (iii) adequate processes for assessing the risk of material misstatement of the financial statement and for detecting control weaknesses or fraud. From time to time the Committee shall assess whether it is necessary or desirable to establish a formal internal audit department having regard to the size and stage of development of Corsa at any particular time;

(b) satisfy itself that management has established adequate procedures for the review of Corsa's disclosure of financial information extracted or derived directly from Corsa's financial statements;

(c) satisfy itself, through discussions with management, that the adequacy of internal controls, systems and procedures has been periodically assessed in order to ensure compliance with regulatory requirements and recommendations;

(d) review and discuss Corsa's major financial risk exposures and the steps taken to monitor and control such exposures, including the use of any financial derivatives and hedging activities;

(e) review, and in the Committee's discretion make recommendations to the Board regarding, the adequacy of Corsa's risk management policies and procedures with regard to identification of Corsa's principal risks and implementation of appropriate systems to manage such risks including an assessment of the adequacy of insurance coverage maintained by Corsa;

(f) recommend the appointment, or if necessary, the dismissal of the head of Corsa's internal audit process;

4.3 ***External Audit***

(a) recommend to the Board a firm of external auditors to be nominated for appointment as the external auditor of Corsa;

(b) ensure the external auditors report directly to the Committee on a regular basis;

(c) review the independence of the external auditors, including a written report from the external auditors respecting their independence and consideration of applicable auditor independence standards;

(d) review and recommend to the Board the fee, scope and timing of the audit and other related services rendered by the external auditors;

(e) review the audit plan of the external auditors prior to the commencement of the audit;

(f) establish and maintain a direct line of communication with Corsa's external and internal auditors;

(g) meet in camera with only the auditors, with only management, and with only the members of the Committee at every Committee meeting where, and to the extent that, such parties are present;

(h) oversee the performance of the external auditors who are accountable to the Committee and the Board as representatives of the shareholders, including the lead partner of the independent auditors team;

(i) oversee the work of the external auditors appointed by the shareholders of Corsa with respect to preparing and issuing an audit report or performing other audit, review or attest services for Corsa, including the resolution of issues between management of Corsa and the external auditors regarding financial disclosure;

(j) review the results of the external audit and the report thereon including, without limitation, a discussion with the external auditors as to the quality of accounting principles used, any alternative treatments of financial information that have been discussed with management of Corsa, the ramifications of their use as well as any other material changes. Review a report describing all material written communication between management and the auditors such as management letters and schedule of unadjusted differences;

(k) discuss with the external auditors their perception of Corsa's financial and accounting personnel, records and systems, the cooperation which the external auditors received during their course of their review and availability of records, data and other requested information and any recommendations with respect thereto;

(l) discuss with the external auditors their perception of Corsa's identification and management of risks, including the adequacy or effectiveness of policies and procedures implemented to mitigate such risks;

(m) review the reasons for any proposed change in the external auditors which is not initiated by the Committee or Board and any other significant issues related to the change, including the response of the incumbent auditors, and enquire as to the qualifications of the proposed auditors before making its recommendations to the Board;

(n) review annually a report from the external auditors in respect of their internal quality-control procedures, any material issues raised by the most recent internal quality-control review, or peer review of the external auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues;

4.4 ***Associated Responsibilities***

(a) if applicable, monitor and periodically review associated procedures for:

i. the receipt, retention and treatment of complaints received by Corsa regarding accounting, internal accounting controls or auditing matters;

ii. the confidential, anonymous submission by directors, officers and employees of Corsa of concerns regarding questionable accounting or auditing matters;

iii. any violations of any applicable law, rule or regulation that relates to corporate reporting and disclosure; and

(b) if applicable, review and approve Corsa's hiring policies regarding employees and partners, and former employees and partners, of the present and former external auditors of Corsa; and

4.5 ***Non-Audit Services***

(a) pre-approve all non-audit services to be provided to Corsa or any subsidiary entities by its external auditors or by the external auditors of such subsidiary entities. The Committee may delegate to one or more of its members the authority to pre-approve non-audit services but pre-approval by such member or members so delegated shall be presented to the full Committee at its first scheduled meeting following such pre-approval.

5.0 Oversight Function

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that Corsa's financial statements are complete and accurate or comply with IFRS and other applicable requirements. These are the responsibilities of Management and the external auditors. The Committee, the Chairman and any Members identified as having accounting or related financial expertise are members of the Board, appointed to the Committee to provide broad oversight of the financial, risk and control related activities of Corsa, and are specifically not accountable or responsible for the day to day operation or performance of such activities. Although the designation of a Member as having accounting or related financial expertise for disclosure purposes is based on that individual's education and experience, which that individual will bring to bear in carrying out his or her duties on the Committee, such designation does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a

member of the Committee and Board in the absence of such designation. Rather, the role of a Member who is identified as having accounting or related financial expertise, like the role of all Members, is to oversee the process, not to certify or guarantee the internal or external audit of Corsa's financial information or public disclosure.

6.0 Reporting

The Chairman will report to the Board at each Board meeting on the Committee's activities since the last Board meeting. The Committee will annually review and approve the Committee's report for inclusion in the Annual Information Form. The Secretary will circulate the minutes of each meeting of the Committee to the members of the Board.

7.0 Access to Information and Authority

The Committee will be granted unrestricted access to all information regarding Corsa that is necessary or desirable to fulfill its duties and all directors, officers and employees will be directed to cooperate as requested by Members. The Committee has the authority to retain, at Corsa's expense, independent legal, financial and other advisors, consultants and experts, to assist the Committee in fulfilling its duties and responsibilities, including sole authority to retain and to approve any such firm's fees and other retention terms without prior approval of the Board. The Committee also has the authority to communicate directly with internal and external auditors.

8.0 Review of Charter

The Committee will annually review and assess the adequacy of this Charter and recommend any proposed changes to the Board for consideration.

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SCHEDULE C
SHAREHOLDER RIGHTS PLAN

See following pages

SHAREHOLDER RIGHTS PLAN AGREEMENT

BETWEEN

CORSA COAL CORP.

- and -

COMPUTERSHARE INVESTOR SERVICES INC.,

as Rights Agent

DATED AS OF DECEMBER 17, 2021

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SHAREHOLDER RIGHTS PLAN AGREEMENT

THIS AGREEMENT dated as of December 17, 2021.

BETWEEN: **CORSA COAL CORP.**, 1576 Stoystown Rd., PO Box 260, Friedens, Pennsylvania, USA 15541

(the "**Corporation**")

AND: **COMPUTERSHARE INVESTOR SERVICES INC.**, 100 University Avenue, 8th Floor, Toronto, Ontario Canada M5J 2Y1

(the "**Rights Agent**")

WHEREAS:

A. The Board of Directors has determined that it is advisable to adopt a shareholder rights plan (the "**Rights Plan**") to ensure, to the extent possible, that all shareholders of the Corporation are treated fairly in connection with any take-over offer or other acquisition of control of the Corporation.

B. The Board of Directors has determined that the Rights Plan should take effect immediately.

C. In order to implement the Rights Plan, the Board of Directors has:

(i) authorized the issuance of one right (a "**Right**") in respect of each Share outstanding at the Record Time;

(ii) authorized the issuance of one Right in respect of each Share issued after the Record Time and prior to the earlier of the Separation Time and the Expiration Time; and

(iii) authorized the issuance of Rights Certificates to holders of Rights pursuant to the terms and subject to the conditions set forth herein.

D. Each Right entitles the holder thereof, after the Separation Time, to purchase securities of the Corporation pursuant to the terms and subject to the conditions set forth herein.

E. The Corporation desires to appoint the Rights Agent to act on behalf of the Corporation, and the Rights Agent has agreed to so act, in connection with the issuance, transfer, exchange and replacement of Rights Certificates, the exercise of Rights and the other matters referred to herein.

NOW THEREFORE in consideration of the premises and respective agreements set forth herein, the parties hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Certain Definitions

For the purposes of this agreement (the "**Agreement**"), including the recitals hereto, the following terms have the meanings indicated:

(a) "**Acquiring Person**" shall mean any Person who is or becomes the Beneficial Owner of 20% or more of the outstanding Voting Shares; provided, however, that the term "**Acquiring Person**" shall 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;

provided, however, that if a Person shall become the Beneficial Owner of 20% or more of the outstanding Voting Shares by reason of one or any combination of a Voting Share Reduction, a Permitted Bid Acquisition, an Exempt Acquisition, a Pro Rata Acquisition or a Convertible Security Acquisition, and such Person thereafter becomes the Beneficial Owner of an additional one percent (1.0%) of the number of Voting Shares then outstanding (other than pursuant to a Voting Share Reduction, a Permitted Bid Acquisition, an Exempt Acquisition, a Pro Rata Acquisition, a Convertible Security Acquisition or any combination thereof), then, as of the date that such Person becomes a Beneficial Owner of such additional Voting Shares, such Person shall become an "**Acquiring Person**";

(iii) for a period of 10 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 1.1(d)(vi) solely because such Person or the Beneficial Owner of such Voting Shares makes or announces a current intention to make a Take-over Bid, either alone, through such Person's Affiliates or Associates or by acting jointly or in concert with any other Person; for the purposes of this definition, "**Disqualification Date**" means the first date of public announcement of facts indicating that any Person is making or has a current intention to make a Take-over Bid, either alone, through such Person's Affiliates or Associates or by acting jointly or in concert with any other Person (which, for the purposes of this definition, shall include, without limitation, a report asserting such facts filed pursuant to National Instrument 62-103 - *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*);

(iv) an underwriter or member of a banking or selling group acting in such capacity that becomes the Beneficial Owner of 20% or more of the Voting Shares in connection with a distribution of securities of the Corporation (including, for greater certainty, by way of private placement of such securities); or

(v) a Person (a "**Grandfathered Person**") who is the Beneficial Owner of 20% or more of the outstanding Voting Shares determined as at the Record Time, provided, however, that this exemption shall not be, and shall cease to be, applicable to a Grandfathered Person in the event that such Grandfathered Person shall, after the Record Time,

(1) cease to own 20% or more of the outstanding Voting Shares, or (2) become the Beneficial Owner of additional Voting Shares that increases its Beneficial Ownership of Voting Shares by more than one percent (1.0%) of the number of Voting Shares outstanding as at the Record Time, other than through an acquisition pursuant to which a Person become a Beneficial Owner of additional Voting Shares by reason of one or any combination of a Voting Share Reduction, a Permitted Bid Acquisition, an Exempt Acquisition, a Pro Rata Acquisition or a Convertible Security Acquisition.

(b) "**Affiliate**" when used to indicate a relationship with a specified Person, means a Person who directly, or indirectly through one or more controlled intermediaries, controls, or is a Person controlled by, or is a Person under common control with, such specified Person.

(c) "**Associate**" when used to indicate a relationship with a specified Person, means any relative of such specified Person who has the same home as such specified Person, or any Person to whom such specified Person is married or with whom such specified Person is living in a conjugal relationship outside marriage, or any relative of such spouse or other Person who has the same home as such specified Person.

(d) A Person shall be deemed the "**Beneficial Owner**" of, and to have "**Beneficial Ownership**" of, and to "**Beneficially Own**":

(i) any securities of which such Person or any of such Person's Affiliates or Associates is owner at law or in equity;

(ii) any securities as to which the Person or any of such Person's Affiliates or Associates has or shares, directly or indirectly, the right or obligation to acquire or become the owner at law or in equity (provided that such right is exercisable within a period of 60 days, whether or not on condition or the occurrence of any contingency or the making of a payment) pursuant to any agreement, arrangement, pledge or understanding, whether or not in writing (other than customary agreements with and between underwriters and/or banking group and/or selling group members with respect to a distribution of securities and other than pledges of securities in the ordinary course of the pledgee's business) or upon the exercise, conversion or exchange of any Convertible Security (other than the Rights);

(iii) any securities which are subject to a lock-up or similar agreement to tender or deposit them into any Take-over Bid made by such Person or made by any Affiliate or Associate of such Person or made by any other Person acting jointly or in concert with such Person; and

(iv) any securities that are Beneficially Owned within the meaning of clause (i), (ii) or (iii) above by any other Person with whom such Person is acting jointly or in concert;

provided, however, that a Person shall not be deemed the "**Beneficial Owner**" of, or to have "**Beneficial Ownership**" of, or to "**Beneficially Own**", any security as a result of the existence of any one or more of the following circumstances:

(v) such security has been agreed to be deposited or tendered pursuant to a Lock-up Agreement or is otherwise deposited or tendered pursuant to any Take-Over Bid made by such Person, made by any of such Person's Affiliates or Associates or made by any other Person referred to in clause (iv) above, until such deposited or tendered security has been taken up or paid for, whichever occurs first;

(vi) because such Person or any of the Affiliates or Associates of such Person or any other Person referred to in clause (iv) above holds such security provided that:

(A) the ordinary business of any such Person (the "**Fund 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 by the Fund Manager in the ordinary course of such business in the performance of such Fund Manager's duties for the account of any other Person (a "**Client**"), including non-discretionary accounts held on behalf of a Client by a broker or dealer registered under applicable laws;

(B) such Person (the "**Trust Company**") is licensed to carry on the business of a trust company under applicable laws 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 such Estate Accounts or for such Other Accounts;

(C) such Person (the "**Plan Administrator**") is the administrator or the trustee of one or more pension funds or plans (a "**Plan**") registered under the laws of Canada or any province thereof or the laws of the United States of America or any state thereof and such security is held by the Plan Administrator or the Plan in the ordinary course of such Plan Administrator's or Plan's activities;

(D) such Person (the "**Statutory Body**") is established by statute for purposes that include, and the ordinary business or activity of such Person includes, the management of investment funds for employee benefit plans, pension plans or insurance plans of various public bodies and such security is held by the Statutory Body in the ordinary course of the management of such investment funds;

(E) such Person is a Crown agent or agency; or

(F) such Person (the "**Manager**") is the manager or trustee of a mutual fund ("**Mutual Fund**") that is registered or qualified to issue its securities to investors under the securities laws of any province of Canada or the laws of the United States of America or is a Mutual Fund;

provided, however, that in any of the foregoing cases the Fund Manager, the Trust Company, the Plan Administrator, the Statutory Body, the Crown agent or agency, the Manager or the Mutual Fund, as the case may be, is not then making or has not then announced a current intention to make a Take-over Bid, alone or by acting jointly or in concert with any other Person, other than an Offer to Acquire Voting Shares or other securities (x) pursuant to a distribution by the Corporation or (y) by means of a Permitted Bid or a Competing Permitted Bid or (z) by means of market transactions made in the ordinary course of business of such Person (including pre-arranged 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;

(vii) because such Person is a Client of the same Fund Manager as another Person on whose account the Fund Manager holds such security, or because such Person is 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 because such Person is

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

(viii) because such Person is a Client of a Fund Manager and such security is owned at law or in equity by the Fund Manager, or because such Person is 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 because such Person is a Plan and such security is owned at law or in equity by the Plan Administrator; or

(ix) because 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 depositary.

For purposes of this Agreement, in determining the percentage of the outstanding Voting Shares with respect to which a Person is, or is deemed to be, the Beneficial Owner, any unissued Voting Shares as to which such Person is deemed the Beneficial Owner pursuant to this Section 1.1(d) shall be deemed outstanding.

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

(f) "**Business Day**" shall mean any day, other than a Saturday or Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law to close.

(g) "**Canada Business Corporations Act**" shall mean the *Canada Business Corporations Act* (Canada), R.S.C. 1985, c. C-44, as amended and the regulations thereunder, as from time to time in effect.

(h) "**Canadian Dollar Equivalent**" of any amount which is expressed in United States dollars shall mean on any date the Canadian dollar equivalent of such amount determined by reference to the U.S. - Canadian Exchange Rate in effect on such date.

(i) "**Close of Business**" on any given date shall mean the time on such date (or, if such date is not a Business Day, the time on the next Business Day) at which the principal office of the transfer agent for the 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 definitions 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).

(j) "**Closing Price**" per security of any securities on any date of determination shall mean:

(i) the closing board lot sale price or, if such price is not available, the average of the closing bid and asked prices, for such securities on such date as reported by the stock exchange or national securities quotation system on which such securities are listed or admitted to trading (provided that, if at the date of determination such securities are listed or admitted to trading on more than one stock exchange or national securities quotation system, such price or prices shall be determined based on the stock exchange or quotation system on which such securities are then listed or admitted to trading on which the largest number of such securities were traded during the most recently completed calendar year or, if a calendar year has not been completed prior to the date of determination, during such shorter period as the Board of Directors acting in good faith determines to be appropriate); or

(ii) if for any reason none of such prices is available on such date or the securities are not listed or admitted to trading on a stock exchange or a national securities quotation system on such date, the last sale price, or in case 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;

provided, however, that (A) if for any reason none of such prices is available on such date, the "**Closing Price**" per security of such securities on such date shall mean the fair value per security of the securities on such date as determined at the request of the Board of Directors by a nationally or internationally recognized investment dealer or investment banker; and (B) if the Closing Price so determined is expressed in United States dollars, such amount shall be converted to the Canadian Dollar Equivalent.

(k) "**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 previous Permitted Bid or Competing Permitted Bid;

(ii) satisfies all the components of the definition of a Permitted Bid other than the requirements set out in Section 1.1((ff)(b)(x); and

(iii) contains, and the take-up and payment for securities tendered or deposited thereunder are subject to, an irrevocable and unqualified condition that no Voting Shares shall 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,

provided, however, that a Take-over Bid that qualified as a Competing Permitted Bid shall cease to be a Competing Permitted Bid at any 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 Take-over Bid that qualified as a Competing Permitted Bid, including any acquisition of Voting Shares made before such Take-over Bid ceased to be a Competing Permitted Bid, will not be a Permitted Bid Acquisition.

(l) "**controlled**": a Person is "**controlled**" by another Person or two or more Persons acting jointly or in concert if and only 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 for the benefit of the other Person or Persons acting jointly or in concert 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 limited partnership, the other Person is the general partner of the limited partnership; and

(iii) in the case of a Person which is not a body corporate, other than 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**" "**under common control with**" shall be interpreted accordingly.

(m) "**Convertible Security**" means, at any time, any securities issued by the Corporation (including rights, warrants and options) carrying any purchase, exercise, conversion or exchange right, pursuant to which the holder thereof may acquire 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).

(n) "**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.

(o) "**Co-Rights Agents**" shall have the meaning ascribed thereto in Section 4.1(a).

(p) "**Disposition Date**" shall have the meaning ascribed thereto in Section 5.1(b).

(q) "**Effective Date**" shall have the meaning ascribed thereto in Section 5.15.

(r) "**Election to Exercise**" shall have the meaning ascribed thereto in Section 2.2(d)(ii).

(s) "**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 3.1 pursuant to Section 5.1(b), Section 5.1(d), or Section 5.1(e);

(ii) made as an intermediate step in a series of related transactions in connection with an acquisition by the Corporation or any corporation controlled by the Corporation of a Person or assets, provided that the Person who acquires such securities distributes or is deemed to distribute such securities to its security holders within ten (10) Business Days of the completion of such acquisition, and following such distribution no Person has become the Beneficial Owner of 20% or more of the Corporation's then outstanding Voting Shares;

(iii) pursuant to a distribution to the public by the Corporation of Voting Shares or Convertible Securities made pursuant to a prospectus or similar document, provided that the Person in question 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 such Person Beneficially Owned immediately prior to such acquisition;

(iv) pursuant to an issuance and sale by the Corporation of Voting Shares or Convertible Securities by way of a private placement or securities exchange take-over bid by the Corporation, provided that: (A) all necessary stock exchange approvals for such private placement or securities exchange take-over bid have been obtained and such private placement or securities exchange take-over bid complies with the terms and conditions of such approvals; and (B) such Person does not become the Beneficial Owner of Voting Shares representing more than twenty-five percent (25%) of the Voting Shares outstanding immediately prior to such private placement or securities exchange take-over bid, and, in making this determination, the Voting Shares to be issued to such Person in such private placement or securities exchange take-over bid will be deemed to be held by such Person but will not be included in the aggregate number of Voting Shares outstanding immediately prior to such private placement or securities exchange take-over bid;

(v) pursuant to the exercise of Rights; or

(vi) pursuant to an amalgamation, merger, arrangement, business combination or other similar transaction which has been approved by the Board (statutory or otherwise, but for greater certainty not including a Take-over Bid) and which required approval by shareholders of the Corporation.

(t) "**Exercise Price**" shall mean, as of any date, 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 terms hereof, shall be $5.00.

(u) "**Expiration Time**" means (i) if no resolution is approved by Independent Shareholders in accordance with Section 5.16, the Close of Business on the date which is 180 days from the Effective Date; and (ii) if a resolution is approved by the Independent Shareholders in accordance with Section 5.16, the Close of Business on the date on which the annual meeting of shareholders of the Corporation is held in 2025.

(v) "**Flip-in Event**" shall mean a transaction or event in or pursuant to which any Person becomes an Acquiring Person.

(w) "**holder**" shall have the meaning ascribed thereto in Section 2.8.

(x) "**Independent Shareholders**" shall mean holders of outstanding Voting Shares, other than Voting Shares Beneficially Owned by (i) any Acquiring Person, (ii) any Offeror other than a Person who is deemed not to Beneficially Own such Voting Shares by reason of Section 1.1(d)(vi); (iii) any Person acting jointly or in concert with any Acquiring Person or Offeror; (iii) any Associate or Affiliate of any Acquiring Person or Offeror; and (iv) any employee benefit plan, stock purchase plan, deferred profit sharing plan and any similar plan or trust for the benefit of employees of the Corporation or a Subsidiary of the Corporation, unless the beneficiaries of the plan or trust direct the manner in which the Voting Shares are to be voted or withheld from voting or direct whether the Voting Shares are to be tendered to a Take-over Bid (in which case such plan or trust shall be considered an Independent Shareholder).

(y) "**Lock-up Agreement**" means an agreement between an Offeror or any Affiliate or Associate of an Offeror and one or more holders of Voting Shares and/or Convertible Securities (each such holder herein referred to as a "**Locked-up Person**") (the terms of which are publicly disclosed and a copy of which is made available to the public (including the Corporation) not later than the date of the Lock-up Bid (as hereinafter defined) or, if the Lock-up Bid has been made prior to the date of the Lock-up Agreement is entered into, as soon as possible after it is entered into and in any event not later than the Business Day following the date the Lock-up Agreement was entered into) pursuant to which each Locked-up Person agrees to deposit or tender the Voting Shares and/or Convertible Securities held by such holder to a Take-over Bid (the "**Lock-up Bid**") made by the Offeror or any Affiliates or Associates of the Offeror or any other Person acting jointly or in concert with the Offeror, where the agreement:

(i) permits the Locked-up Person to withdraw its Voting Shares and/or Convertible Securities from the Lock-up Agreement and the Lock-up Bid, and to terminate any obligation with respect to the voting of such securities, in order to deposit or tender the Voting Shares and/or Convertible Securities to another Take-over Bid or to support another transaction prior to the Voting Shares being taken up and paid for under the Lock-up Bid:

(A) at a price or value per Voting Share and/or Convertible Security that exceeds the price or value per Voting Share and/or Convertible Security offered under the Lock-up Bid;

(B) for a number of Voting Shares and/or Convertible Securities that exceeds by as much as or more than a number specified in the Lock-up Agreement (the "**Specified Number**") the number of Voting Shares and/or Convertible Securities that the Offeror has offered to purchase under the Lock-up Bid at a price or value per Voting Share and/or Convertible Securities that is not less than the price or value per Voting Share and/or Convertible Security offered under the Lock-up Bid, provided that the Specified Number is not greater than 7% of the number of Voting Shares and/or Convertible Securities offered to be purchased under the Lock-up Bid; or

(C) at such price or value that exceeds by as much as or more than an amount specified in the Lock-up Agreement (the "**Specified Amount**") the offering price for each Voting Share and/or Convertible Security contained in or proposed to be contained in the Lock-up Bid, provided that the Specified Amount is not greater than 7% of the offering price contained in or proposed to be contained in the Lock-up Bid;

and for greater certainty, the Lock-up Agreement may contain a right of first refusal or require a period of delay to give the Person who made the Lock-up Bid an opportunity to match a higher price in another Take-over Bid or transaction or other similar limitation on a Locked-up Person's right to withdraw Voting Shares and/or Convertible Security from the agreement, so long as the limitation does not preclude the exercise by the Locked-up Person of the right to withdraw Voting Shares and/or Convertible Security during the period of the other Take-over Bid or transaction; and

(ii) no "break-up" fees, "topping" fees, penalties, expenses or other amounts that exceed in aggregate the greater of:

(A) 2.5% of the price or value of the aggregate 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 received by a Locked-up Person under another Take-over Bid or transaction exceeds the price or value of the consideration that the Locked-up Person would have received under the Lock-up Bid;

shall be payable by such Locked-up Person pursuant to the Lock-Up Agreement in the event the Lock-up Bid is not successfully concluded or if the Locked-up Person fails to deposit or tender Voting Shares and/or Convertible Security to the Lock-up Bid, or withdraws Voting Shares and/or Convertible Security previously tendered thereto, in order to deposit or tender such Voting Shares and/or Convertible Securities to another Take-over Bid or support another transaction.

(z) "**Market Price**" per security of any securities on any date of determination shall mean the average of the daily Closing Prices per security of such securities on each of the 20 consecutive Trading Days through and including the Trading Day immediately preceding such date of determination; provided, however, that if an event of a type analogous to any of the events described in Section 2.3 shall have caused any Closing Price used to determine the Market Price on any Trading Day not to be fully comparable with the Closing Price on such

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 shall be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 (as determined by the Board of Directors acting in good faith) in order to make it fully comparable with the Closing Price on such date of determination (or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day).

(aa) "**NI 62-104**" means National Instrument 62-104 - *Take-Over Bids and Issuer Bids* adopted by the Canadian securities regulatory authorities and any comparable or successor laws, instruments or rules thereto.

(bb) "**Nominee**" shall have the meaning ascribed thereto in Section 2.2(c).

(cc) "**Offer to Acquire**" shall include:

(i) an offer to purchase or a solicitation of an offer to sell; and

(ii) an acceptance of an offer to sell, whether or not such offer to sell has been solicited;

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

(dd) "**Offeror**" shall mean a Person who has announced a current intention to make, or who is making, a Take-over Bid.

(ee) "**Offeror's Securities**" shall mean the Voting Shares Beneficially Owned by an Offeror on the date of a Take-over Bid.

(ff) "**Permitted Bid**" means a Take-over Bid that is made by means 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 of record (other than the Offeror); and

(ii) 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:

(A) no Voting Shares shall be taken up or paid for pursuant to the Take-over Bid:

(x) 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

(y) then only if, at the Close of Business on the date Voting Shares are first taken up or paid for under such Take-over Bid, more than 50% of the outstanding Voting Shares held by Independent Shareholders shall have been tendered or deposited pursuant to the Take-over Bid and not withdrawn;

(B) the Take-over Bid contains an irrevocable and unqualified provision that, unless the Take-over Bid is withdrawn, Voting 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 Voting Shares are first taken up or paid for under the Take-over Bid;

(C) any Voting Shares tendered or deposited pursuant to the Take-over Bid may be withdrawn until taken up and paid for; and

(D) the Take-over Bid contains an irrevocable and unqualified provision that, in the event that the requirement set forth in clause (b)(y) above is satisfied, 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 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, and provided that, at such time, any acquisitions of securities made pursuant to such Permitted Bid, including any acquisition of securities made prior to such time, will cease to be a Permitted Bid Acquisition.

For purposes of this Agreement, the term "**Permitted Bid**" shall include a Competing Permitted Bid.

(gg) "**Permitted Bid Acquisition**" means an acquisition of Voting Shares made pursuant to a Permitted Bid.

(hh) "**Person**" includes any individual, firm, partnership, association, trust, trustee, executor, administrator, legal personal representative, government, governmental body or authority, corporation, or other incorporated or unincorporated organization, syndicate or other entity.

(ii) "**Pro Rata Acquisition**" means an acquisition by a Person of Voting Shares pursuant to (i) any dividend reinvestment plan, share purchase plan or other plan of the Corporation made available to all holders of Voting Shares (other than holders resident in any jurisdiction where participation in such plan is restricted or impractical as a result of applicable law); (ii) a stock dividend, a stock split or other event pursuant to which such Person becomes the Beneficial Owner of Voting Shares on the same pro rata basis as all other holders of Voting Shares of the same class or series; (iii) the acquisition or exercise of rights to purchase Voting Shares distributed to all holders of Voting Shares (other than holders resident in any jurisdiction where such distribution or exercise is restricted or impractical as a result of applicable law) by the Corporation pursuant to a rights offering (but only if such rights are acquired directly from the Corporation); or (iv) a distribution of Voting Shares or Convertible Securities in respect thereof offered pursuant to a prospectus or by way of a private placement by the Corporation or a conversion or exchange of any such Convertible Security, provided that, in the cases of (iii) and (iv) above, such Person does not thereby acquire a greater percentage of Voting Shares or Convertible Securities so offered than the Person's percentage of Voting Shares Beneficially Owned immediately prior to such acquisition.

(jj) "**Record Time**" means the Close of Business on the Effective Date.

(kk) "**Redemption Price**" shall have the meaning attributed thereto in Section 5.1(a).

(ll) "**Right**" means a right to purchase a Share pursuant to the terms and subject to the conditions set forth herein.

(mm) "**Rights Certificate**" shall mean the certificates representing the Rights after the Separation Time which shall be substantially in the form attached hereto as Exhibit A.

(nn) "**Rights Register**" and "**Rights Registrar**" shall have the respective meanings ascribed thereto in Section 2.6(a).

(oo) "**Securities Act**" s means the *Securities Act,* R.S.O., 1990, S.5, as amended, and the regulations and rules thereunder, and any comparable or successor laws or regulations or rules thereto.

(pp) "**Separation Time**" means the Close of Business on the tenth (10th) Trading Day after the earlier of:

(i) the Stock Acquisition Date;

(ii) the date on which a Permitted Bid or Competing Permitted Bid ceases to qualify as such;

(iii) 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);

or such later Business Day as may be determined at any time or from time to time by the Board of Directors 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 Section 1.1(pp), never to have been made, and, provided further, that if the Board of Directors determines, pursuant to Section 5.1, to waive the application of Section 3.1to a Flip-in Event, the Separation Time in respect of such Flip-in Event shall be deemed never to have occurred.

(qq) "**Shares**" means the common shares in the share capital of the Corporation as constituted at the Record Time, as such shares may be subdivided, consolidated, reclassified or otherwise changed from time to time.

(rr) "**Stock Acquisition Date**" shall mean the first date of public announcement or disclosure by the Corporation or an Acquiring Person of facts indicating that a Person has become an Acquiring Person (which, for the purposes of this definition, shall include, without limitation, a report filed pursuant to section 5.2(1) of NI 62-104 disclosing such information).

(ss) "**Subsidiary**" of any specified Person means any other Person controlled, directly or indirectly, by such specified Person and includes a Subsidiary of that Subsidiary;

(tt) "**Take-over Bid**" means an Offer to Acquire Voting Shares of any class or Convertible Securities with respect thereto (or both) where the Voting Shares subject to the Offer to Acquire, together with the Voting Shares into or for which the securities subject to the Offer to Acquire are convertible, exchangeable or exercisable and the Offeror's Securities constitute in the aggregate 20% or more of the outstanding Voting Shares at the date of the Offer to Acquire.

(uu) "**Trading Day**" when used with respect to any securities, means the day on which the principal Canadian or U.S. securities exchange (as determined by the Board of Directors acting in good faith) on which such 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 or U.S. securities exchange, a Business Day.

(vv) "**U.S. - Canadian Exchange Rate**" on any date shall mean:

(i) if on such date the Bank of Canada sets a daily rate of exchange for the conversion of one United States dollar into Canadian dollars, such rate; and

(ii) in any other case, the rate for such date for the conversion of one United States dollar into Canadian dollars which is calculated in the manner which shall be determined by the Board of Directors from time to time acting in good faith.

(ww) "**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder as from time to time in effect.

(xx) "**Voting Share Reduction**" means an acquisition or redemption by the Corporation or any Subsidiary of the Corporation of Voting Shares which, by reducing the number of Voting Shares outstanding, increases the percentage of Voting Shares Beneficially Owned by any Person to 20% or more of the Voting Shares then outstanding.

(yy) "**Voting Shares**" means the Shares and any other securities the holders of which are entitled to vote generally on the election of directors of the Corporation.

1.2 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise specified.

1.3 Number and Gender

Wherever the context will require, terms (including defined terms) used herein importing the singular number only shall include the plural and vice versa and words importing any one gender shall include all others.

1.4 Sections and Headings

The division of this Agreement into Articles, Sections, Subsections, Clauses and Subclauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms this "**Agreement**", "**hereunder**", "**hereof**" and similar expressions refer to this Agreement as amended or supplemented from time to time and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections, Subsections, Clauses and Subclauses are to Articles, Sections, Subsections, Clauses and Subclauses of this Agreement.

1.5 Statutory References

Unless the context otherwise requires, any reference to a specific Section, Subsection, Clause or Rule of any statute or regulation shall be deemed to refer to the same as it may be amended, reenacted or

replaced or, if repealed and there shall be no replacement therefor, to the same as it is in effect on the date of this Agreement.

1.6 Determination of Percentage Ownership

The percentage of Voting Shares Beneficially Owned by any Person, shall, for the purposes of this Agreement, be and be deemed to be the product determined by the formula:

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

where:

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

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

Where any Person is deemed to Beneficially Own unissued Voting Shares pursuant to Section 1.1(d), such Voting Shares shall be deemed to be outstanding for the purpose of both A and B in the formula above.

1.7 Acting Jointly or in Concert

For the purposes of this Agreement, a Person is acting jointly or in concert with every Person who is a party to an arrangement, agreement, commitment or understanding, whether formal or informal and whether or not in writing, with the first Person (or any Affiliate or Associate of the first Person), to acquire or to Offer to Acquire Voting Shares or Convertible Securities in respect thereof (other than customary agreements with and between underwriters and banking group or selling group members with respect to a distribution of securities of the Corporation (including, for greater certainty, by way of private placement of such securities) or pursuant to a pledge of securities in the ordinary course of the pledgee's business).

1.8 Generally Accepted Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be to the recommendations at the relevant time of the Canadian Institute of Chartered Accountants, or any successor institute, applicable on a consolidated basis (unless otherwise specifically provided herein to be applicable on an unconsolidated basis) as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles. Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made for the purpose of this Agreement or any document contemplated hereby, such determination or calculation shall, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the parties, be made in accordance with generally accepted accounting principles applied on a consistent basis.

ARTICLE 2
THE RIGHTS

2.1 Legend on Share Certificates

(a) Certificates representing the Shares, including without limitation Shares issued upon the conversion of Convertible Securities, issued after the Record Time but prior to the Close of Business on the earlier of the Separation Time and the Expiration Time shall also evidence one Right for each Share represented thereby and shall have impressed on, printed on, written on or otherwise affixed to them the following legend:

*"Until the Separation Time (as defined in the Rights Agreement referred to below), this certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Shareholder Rights Plan Agreement, dated as of December 17, 2021 (the "**Rights Agreement**"), between the Corporation and Computershare Investor Services Inc., as rights agent, as the same may be amended or supplemented from time to time in accordance with the terms thereof, the terms of which are hereby incorporated herein by reference and a copy of which is on file at the registered office of the Corporation. Under certain circumstances, as set forth in the Rights Agreement, such Rights may be amended or redeemed, may expire, may become void (if, in certain cases, they are "Beneficially Owned" by an "Acquiring Person", as such terms are defined in the Rights Agreement, whether currently held by or on behalf of such Person or any subsequent holder) or may be evidenced by separate certificates and may no longer be evidenced by this certificate. The Corporation will mail or arrange for the mailing of a copy of the Rights Agreement to the holder of this certificate without charge as soon as practicable after the receipt of a written request therefor."*

(b) Certificates representing Shares that have been issued prior to and remain outstanding at the Record Time shall evidence one Right for each Share evidenced thereby notwithstanding the absence of the foregoing legend, until the earlier of the Separation Time and the Expiration Time.

2.2 Initial Exercise Price; Exercise of Rights; Detachment of Rights

(a) Subject to adjustment as herein set forth, each Right will entitle the holder thereof, from and after the Separation Time and prior to the Expiration Time, to purchase one Share for the Exercise Price (which Exercise Price and number of Shares are subject to adjustment as set forth below). 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 shall not be exercisable and no Right may be exercised; and (ii) for administrative purposes, each Right will be evidenced by the certificate for the associated Shares registered in the name of the holder thereof (which certificate shall be deemed to represent a Rights Certificate) and will be transferable only together with, and will be transferred by a transfer of, such associated Shares.

(c) From and after the Separation Time and prior to the Expiration Time, the Rights may be exercised, and the registration and transfer of the Rights shall be separate from and independent of Shares. 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 Shares as of the Separation Time (other than an Acquiring Person and, in respect of any Rights Beneficially Owned by such Acquiring Person which are not held of record by such Acquiring Person, 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 such record to the Rights Agent for this purpose):

(i) a Rights Certificate in substantially the form of Exhibit A hereto appropriately completed, representing the number of Rights held by such holder at the Separation Time 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, or with any article, requirement or regulation of any 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 prepared by the Corporation describing the Rights;

provided that a Nominee shall be sent the materials provided for in (i) and (ii) only in respect of all Shares held of record by it which are not Beneficially Owned by an Acquiring Person and the Corporation may require any Nominee or suspected Nominee to provide such information and documentation as the Corporation may reasonably require for such purpose.

(d) 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 principal office in Toronto, Ontario, or any other office of the Rights Agent designated for that purpose from time to time by the Corporation:

(i) the Rights Certificate evidencing such Rights;

(ii) an election to exercise (an "**Election to Exercise**") substantially in the form attached to the Rights Certificate duly completed and executed in a manner acceptable 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 which 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 Shares in a name other than that of the holder of the Rights being exercised.

(e) Upon receipt of a Rights Certificate, which is accompanied by an appropriately completed and duly executed Election to Exercise (which does not indicate that such Right is null and void as provided by Section 3.1(b)) and payment as set forth in Section 2.2(d), the Rights Agent (unless otherwise instructed by the Corporation) will thereupon as soon as possible:

(i) requisition from the transfer agent of the Shares, certificates representing the number of Shares to be purchased (the Corporation hereby irrevocably authorizing its transfer agent to comply with all such requisitions);

(ii) after receipt of such share certificates, deliver such certificates to, or to the order of, the registered holder of such Rights Certificate, registered in such name or names as may be designated by such holder;

(iii) when appropriate, requisition from the Corporation the amount of cash, if any, to be paid in lieu of issuing fractional Shares;

(iv) when appropriate, after receipt of such cash, deliver such cash to, or to the order of, the registered holder of the Rights Certificate; and

(v) tender to the Corporation all payments received on exercise of the Rights.

(f) If the holder of any Rights shall exercise less than all of the Rights evidenced by such holder's Rights Certificate, a new Rights Certificate evidencing the Rights remaining unexercised will be issued by the Rights Agent to such holder or to such holder's duly authorized assigns.

(g) The Corporation shall:

(i) take all such action as may be necessary and within its power to ensure that all Shares delivered upon the exercise of Rights shall, at the time of delivery of the certificates for such Shares (subject to payment of the Exercise Price), be duly and validly authorized, executed, issued and delivered as fully paid and non-assessable;

(ii) take all such action as may reasonably be considered to be necessary and within its power to comply with any applicable requirements of the Canada Business Corporations Act, the Securities Act, the U.S. Exchange Act, the United States Securities Act of 1933, as amended, and applicable comparable legislation of each of the provinces and territories of Canada and states of the United States of America, or the rules and regulations thereunder or 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 Shares upon exercise of the Rights;

(iii) use reasonable efforts to cause all Shares issued upon exercise of the Rights to be listed on the stock exchanges on which the Shares are listed at that time;

(iv) cause to be reserved and kept available out of its authorized and unissued Shares, the number of Shares that, as provided in this Agreement, will from time to time be sufficient to permit the exercise in full of all outstanding Rights;

(v) pay when due and payable, if applicable, any and all federal, provincial, state and municipal taxes (not in the nature of income, capital gains or withholding taxes) and charges which may be payable in respect of the original issuance or delivery of the Rights Certificates or certificates for Shares issued upon the exercise of Rights, provided that the Corporation shall not be required to pay any transfer tax or charge which may be payable in respect of any transfer of Rights or the issuance or delivery of certificates for Shares issued upon the exercise of Rights, in a name other than that of the holder of the Rights being transferred or exercised; and

(vi) after the Separation Time, except as permitted by Section 5.1 or Section 5.4, not take (or permit any corporation it controls to take) any action if at the time such action is taken it is reasonably foreseeable that such action will diminish substantially or otherwise eliminate the benefits intended to be afforded by the Rights.

2.3 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 2.3 and in Article 3. Fractional interests in securities resulting from such adjustments are subject to Section 5.5.

(b) In the event that the Corporation shall at any time after the Record Time and prior to the Expiration Time:

(i) declare or pay a dividend on the Shares payable in Voting Shares or Convertible Securities in respect thereof other than pursuant to any dividend reinvestment plan or program;

(ii) subdivide or change the then outstanding Shares into a greater number of Shares;

(iii) consolidate, combine or change the then outstanding Shares into a smaller number of Shares; or

(iv) issue any Voting Shares (or Convertible Securities in respect thereof) in respect of, in lieu of, or in exchange for existing Shares, whether in a reclassification, amalgamation, statutory arrangement, consolidation or otherwise;

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

(A) If the Exercise Price and number of Rights outstanding are to be adjusted:

(x) 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 Shares (or other securities of the Corporation) that a holder of one Share immediately prior to such dividend, subdivision, change, consolidation or issuance would hold thereafter as a result thereof; and

(y) each Right held prior to such adjustment will become that number of Rights equal to that number that is equal to the number of Shares (or other securities of the Corporation) that a holder of one Share immediately prior to such dividend, subdivision, change, consolidation or issuance would hold immediately thereafter as a result thereof, and the adjusted number of Rights will be deemed to be allocated among the 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, change, consolidation or issuance, so that each such Share (or other security of the Corporation) will have exactly one Right associated with it.

(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, change, consolidation or issuance would hold thereafter as a result thereof.

(c) Adjustments pursuant to Section 2.3(b) shall be made successively, whenever an event referred to in Section 2.3(b) occurs.

(d) If an event occurs which would require an adjustment under both this Section 2.3 and Section 3.1, the adjustment provided for in this Section 2.3 shall be in addition to, and shall be made prior to, any adjustment required pursuant to Section 3.1.

(e) In the event the Corporation shall at any time after the Record Time and prior to the Expiration Time issue any Shares otherwise than in a transaction referred to in Section 2.3(b), each such Share so issued shall automatically have one new Right associated with it, which Right shall be evidenced by the certificate representing such Share.

(f) In the event the Corporation shall, at any time after the Record Time and prior to the Expiration Time, fix a record date for the making of a distribution to all holders of Shares of rights or warrants entitling them (for a period expiring within 45 calendar days after such record date) to subscribe for or purchase Shares (or Convertible Securities in respect of Shares) at a price per Share (or, in the case of such a Convertible Security, having a conversion, exchange or exercise price per share (including the price required to be paid to purchase such Convertible Security)) less than 90% of the Market Price per Share on such record date, the Exercise Price in effect after such record date will equal the Exercise Price in effect immediately prior to such record date multiplied by a fraction;

(i) of which the numerator shall be the number of Shares outstanding on such record date plus the number of Shares which the aggregate offering price of the total number of Shares so to be offered (and/or the aggregate initial conversion, exchange or exercise price of the Convertible Securities so to be offered (including the price required to be paid to purchase such Convertible Securities)) would purchase at such Market Price per Share; and

(ii) of which the denominator shall be the number of Shares outstanding on such record date plus the number of additional Shares to be offered for subscription or purchase (or into which the Convertible Securities so to be offered are initially convertible, exchangeable or exercisable).

In case such subscription price is satisfied, in whole or in part, by consideration other than cash, the value of such consideration shall be as determined in good faith by the Board of Directors. Such adjustment shall be made successively whenever such a record date is fixed. To the extent that such rights or warrants are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted in the manner contemplated above based on the number of Shares (or securities convertible into or exchangeable for Shares) actually issued on the exercise of such rights or warrants.

For purposes of this Agreement, the granting of the right to purchase Shares (whether from treasury or otherwise) pursuant to any dividend or interest reinvestment plan or program or any share purchase plan or program providing for the reinvestment of dividends or interest payable on securities of the Corporation or the investment of periodic optional payments or employee benefit or similar plans (so long as such right to purchase is in no case evidenced by the delivery of rights or warrants by the Corporation) shall not be deemed to constitute an issue of rights or warrants by the Corporation; provided, however, that in the case of any dividend or interest reinvestment or share purchase plan or program, the right to purchase Shares is at a price per share of not less than 90% of the current market price per share (determined as provided in such plans) of the Shares.

(g) In the event the Corporation shall, at any time after the Record Time and prior to the Expiration Time, fix a record date for the making of a distribution to all holders of Shares of (i) evidences of indebtedness or assets (other than a dividend paid in Shares, but including any dividend payable in securities other than Shares), (ii) rights or warrants entitling them to subscribe for or purchase Voting Shares (or Convertible Securities in respect of Voting Shares), at a price per Voting Share (or, in the case of a Convertible Security in respect of Voting Shares, having a conversion, exchange or exercise price per share (including the price required to be paid to

purchase such Convertible Security)) less than 90% of the Market Price per Share on such record date (excluding rights or warrants referred to in Section 2.3(f) or (iii) other securities of the Corporation, the Exercise Price in effect after such record date shall be equal to the Exercise Price in effect immediately prior to such record date less the fair market value (as determined in good faith by the Board of Directors) of the portion of the assets, evidences of indebtedness, rights or warrants or other securities so to be distributed applicable to each of the securities purchasable upon exercise of one Right. Such adjustment shall be made successively whenever such a record date is fixed.

(h) Each adjustment made pursuant to Section 2.3 shall be made as of

(i) the payment or effective date for the applicable dividend, subdivision, change, consolidation or issuance, in the case of an adjustment made pursuant to Section 2.3(b); and

(ii) the record date for the applicable dividend or distribution, in the case of an adjustment made pursuant to Section 2.3(f) or Section 2.3(g), subject to readjustment to reverse the same if such distribution shall not be made.

(i) In the event the Corporation shall, at any time after the Record Time and prior to the Expiration Time, issue any shares (other than Shares), or rights or warrants to subscribe for or purchase any such shares, or Convertible Securities in respect of any such shares, in a transaction referred to in any of Section 2.3(b)(i) to Section 2.3(b)(iv), Section 2.3(f) or Section 2.3(g), if the Board of Directors acting in good faith determines that the adjustments contemplated by Section 2.3(b), Section 2.3(f) and Section 2.3(g) in connection with such transaction would not appropriately protect the interests of the holders of Rights, the Board of Directors may from time to time acting in good faith determine what other adjustments, if any, to the Exercise Price, number of Rights or securities purchasable upon exercise of Rights would be appropriate in the circumstances, if any, and such other adjustments (if any) shall be made upon the Board of Directors providing written certification thereof to the Rights Agent pursuant to 2.3(q) and no adjustments contemplated by Section 2.3(b), Section 2.3(f) or Section 2.3(g) shall be made notwithstanding the terms thereof. The Corporation and the Rights Agent shall amend this Agreement in accordance with Section 5.4 to provide for any such other adjustments contemplated by this Section 2.3(i)

(j) Notwithstanding anything herein to the contrary, no adjustment of the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least 1% in such Exercise Price; provided, however, that any adjustments which by reason of this Section 2.3(j) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All adjustments to the Exercise Price made pursuant to this Section 2.3 shall be calculated to the nearest cent.

(k) All Rights originally issued by the Corporation subsequent to any adjustment made to the Exercise Price hereunder shall evidence the right to purchase, at the adjusted Exercise Price, the number of Shares purchasable from time to time hereunder upon exercise of the Rights, all subject to further adjustment as provided herein.

(l) Unless the Corporation shall have exercised its election as provided in Section 2.3(m) to adjust the number of Rights in lieu of any adjustment in the number of Shares purchasable upon the exercise of a Right, upon each adjustment of the Exercise Price as a result of the calculations made in Section 2.3(f) and Section 2.3(g), each Right outstanding immediately prior to the making of such adjustment shall thereafter evidence the right to purchase, at the adjusted Exercise Price, that number of Shares obtained by:

(i) multiplying (A) the number of Shares covered by a Right immediately prior to such adjustment, by (B) the Exercise Price in effect immediately prior to such adjustment; and

(ii) dividing the product so obtained by the Exercise Price in effect immediately after such adjustment.

(m) The Corporation may elect on or after the date of any adjustment of the Exercise Price to adjust the number of Rights, in lieu of any adjustment in the number of Shares purchasable upon the exercise of a Right. Each of the Rights outstanding after the adjustment in the number of Rights shall be exercisable for the number of Shares for which a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become the number of Rights obtained by dividing the relevant Exercise Price in effect immediately prior to adjustment of the relevant Exercise Price by the relevant Exercise Price in effect immediately after adjustment of the relevant Exercise Price. The Corporation shall make a public announcement of its election to adjust the number of Rights pursuant to this Section 2.3(m), indicating the record date for the adjustment; and, if known at the time, the amount of the adjustment to be made. This record date may be the date on which the relevant Exercise Price is adjusted or any day thereafter, but, if the Rights Certificates have been issued, shall be at least 10 calendar days later than the date of the public announcement. If Rights Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Section 2.3(m), the Corporation shall, as promptly as practicable, cause to be distributed to holders of record of Rights Certificates on such record date, Rights Certificates evidencing, subject to Section 5.5, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Corporation, shall cause to be distributed to such holders of record in substitution and replacement for the Rights Certificates held by such holders prior to the date of adjustment, and upon surrender thereof, if required by the Corporation, new Rights Certificates evidencing all the Rights to which such holders shall be entitled after such adjustment. Rights Certificates so to be distributed shall be issued, executed and countersigned in the manner provided for herein and may bear, at the option of the Corporation, the relevant adjusted Exercise Price and shall be registered in the names of holders of record of Rights Certificates on the record date specified in the public announcement.

(n) In any case in which this Section 2.3 shall require that an adjustment in an 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 of the number of Shares and other securities of the Corporation, if any, issuable upon such exercise over and above the number of Shares and other securities of the Corporation, if any, issuable upon such exercise on the basis of the relevant Exercise Price in effect prior to such adjustment; provided, however, that the Corporation shall deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional Shares (fractional or otherwise) or other securities upon the occurrence of the event requiring such adjustment.

(o) Notwithstanding anything in this Section 2.3 to the contrary, the Corporation shall be entitled to make such adjustments in the Exercise Price, in addition to those adjustments expressly required by this Section 2.3, as and to the extent that in its good faith judgment the Board of Directors shall determine to be advisable in order that any (i) subdivision or consolidation of the Shares, (ii) issuance wholly for cash of any Shares at less than the applicable Market Price, (iii) issuance wholly for cash of any Shares or securities that by their terms are exchangeable for or convertible into or give a right to acquire Shares, (iv) stock dividends, or (v) issuance of

rights, options or warrants referred to in this Section 2.3, hereafter made by the Corporation to holders of its Shares, shall not be taxable to such shareholders.

(p) Irrespective of any adjustment or change in the securities purchasable upon exercise of the Rights, the Rights Certificates theretofore and thereafter issued may continue to represent the securities so purchasable which were represented in the initial Rights Certificates issued hereunder.

(q) Whenever an adjustment to the Exercise Price is made pursuant to this Section 2.3, the Corporation shall

(i) promptly prepare a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment; and

(ii) promptly file with the Rights Agent and with each transfer agent for the Shares a copy of such certificate and mail a brief summary thereof to each holder of Rights who requests a copy.

Failure to file such certificate or to cause such notice to be given as aforesaid, or any defect therein, shall not affect the validity of any such adjustment or change.

2.4 Date on which Exercise is Effective

Each Person in whose name any certificate for Shares is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the Shares represented thereby on, and such certificate shall be dated, the date upon which the Rights Certificate evidencing such Rights was duly surrendered (together with a duly completed Election to Exercise) and payment of the Exercise Price for such Rights (and any applicable transfer taxes and other governmental charges payable by the exercising Person hereunder) was made; provided, however, that if the date of such surrender and payment is a date upon which the transfer books of the Corporation's Shares are closed, such Person shall be deemed to have become the record holder of such shares on, and such certificate shall be dated, the next Business Day on which the transfer books of the Corporation's Shares are open.

2.5 Execution, Authentication, Delivery and Dating of Rights Certificates

(a) The Rights Certificates shall be executed on behalf of the Corporation by any two officers 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 shall bind the Corporation, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the countersignature and delivery of such Rights Certificates.

(b) Promptly following the Separation Time, the Corporation will notify the Rights Agent of such Separation Time and will deliver Rights Certificates executed by the Corporation to the Rights Agent for countersignature and a statement describing the Rights, and the Rights Agent shall countersign manually (or by facsimile signature in a manner satisfactory to the Corporation) and deliver such Rights Certificates and statement to the holders of the Rights pursuant to Section 2.2. No Rights Certificate shall be valid for any purpose until countersigned by the Rights Agent as aforesaid.

(c) Each Rights Certificate shall be dated the date of countersignature thereof.

2.6 Registration, Transfer and Exchange

(a) After the Separation Time, the Corporation shall cause to be kept a register (the "**Rights Register**") in which, subject to such reasonable regulations as it may prescribe, the Corporation will provide for the registration and transfer of Rights. The Rights Agent is hereby appointed "**Rights Registrar**" for the purpose of maintaining the Rights Register for the Corporation and registering Rights and transfers of Rights as herein provided and the Rights Agent hereby accepts such appointment. In the event that the Rights Agent shall cease 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 2.6(d) and Section 3.1(b), the Corporation will execute, and the Rights Agent will countersign, deliver and register, 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 so surrendered.

(c) All Rights issued upon any registration of transfer or exchange of Rights Certificates shall be valid obligations of the Corporation, and such Rights shall be entitled to the same benefits under this Agreement as the Rights surrendered upon such registration of transfer or exchange.

(d) Every Rights Certificate surrendered for registration of transfer or exchange shall 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 thereof or such holder's attorney duly authorized in writing. As a condition to the issuance of any new Rights Certificate under this Section 2.6, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Rights Agent) in connection therewith.

2.7 Mutilated, Lost, Stolen and Destroyed Rights Certificates

(a) If any mutilated Rights Certificate is surrendered to the Rights Agent prior to the Expiration Time, the Corporation shall execute and the Rights Agent shall countersign and deliver in exchange therefor a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so surrendered.

(b) If there shall be 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 security or indemnity as may be reasonably required by them 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 such Rights Certificate has been acquired by a bona fide purchaser, the Corporation shall execute and, upon the Corporation's request the Rights Agent shall 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 so destroyed, lost or stolen.

(c) As a condition to the issuance of any new Rights Certificate under this Section 2.7, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Rights Agent) connected therewith.

(d) Every new Rights Certificate issued pursuant to this Section 2.7 in lieu of any destroyed, lost or stolen Rights Certificate shall evidence a contractual obligation of the Corporation, whether or not the destroyed, lost or stolen Rights Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Rights duly issued hereunder.

2.8 Persons Deemed Owners

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 share certificate representing the Shares) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever. As used in this Agreement, unless the context otherwise requires, the term "**holder**" of any Rights shall mean the registered holder of such Rights (or, prior to the Separation Time, the associated Shares).

2.9 Delivery and Cancellation of Certificates

All Rights Certificates surrendered upon exercise or for redemption, for registration of transfer or for exchange shall, if surrendered to any Person other than the Rights Agent, be delivered to the Rights Agent and, in any case, shall 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 hereunder which the Corporation may have acquired in any manner whatsoever, and all Rights Certificates so delivered shall be promptly cancelled by the Rights Agent. No Rights Certificate shall be countersigned in lieu of or in exchange for any Rights Certificates cancelled as provided in this Section 2.9 except as expressly permitted by this Agreement. The Rights Agent shall, subject to applicable law, destroy all cancelled Rights Certificates and deliver a certificate of destruction to the Corporation.

2.10 Agreement of Rights Holders

Every holder of Rights, by accepting such 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 hereof, 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 Shares;

(c) that, after the Separation Time, the Rights will be transferable only on the Rights Register as provided herein;

(d) that prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated 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 Share certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on such Rights Certificate or the associated 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 shall be affected by any notice to the contrary;

(e) that such holder of Rights has waived its right to receive any fractional Rights or any fractional Shares or other securities upon exercise of a Right (except as provided herein);

(f) that, subject to the provisions of Section 5.4, without the approval of any holder of Rights or Voting Shares and upon the sole authority of the Board of Directors acting in good faith, this Agreement may be supplemented or amended from time to time as provided herein; and

(g) that notwithstanding anything in this Agreement to the contrary, neither the Corporation nor the Rights Agent shall 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.

ARTICLE 3
ADJUSTMENTS TO THE RIGHTS

3.1 Flip-in Event

(a) Subject to Section 3.1(b) and Section 5.1, in the event that prior to the Expiration Time a Flip-in Event occurs, each Right shall thereafter constitute the right to purchase from the Corporation, upon exercise thereof in accordance with the terms hereof, that number of Shares as have an aggregate Market Price on the date of consummation or 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 2.3 in the event that, after such date of consummation or occurrence, an event of a type analogous to any of the events described in Section 2.3 shall have occurred with respect to such Shares).

(b) Notwithstanding anything in this Agreement to the contrary, 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 Stock Acquisition Date, or which may thereafter be Beneficially Owned, by:

(i) 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 Associate or Affiliate of such other Person); or

(ii) a transferee or other successor in title, direct or indirect, of Rights from an Acquiring Person (or from any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or any Associate or Affiliate thereof), whether or not for consideration, where such a transferee or other successor in title becomes a transferee concurrently with or subsequent to the Acquiring Person becoming such 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 of any Person acting jointly or in concert with an Acquiring Person or any Associate or Affiliate of an Acquiring Person), that has the purpose or effect of avoiding Section 3.1(b)(i);

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 this Agreement

and further shall thereafter not have any 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 which is submitted to the Rights Agent upon exercise or for registration of transfer or exchange which does not contain the necessary certifications set forth in the Rights Certificate establishing that such Rights are not void under this Section 3.1(b) shall be deemed to be an Acquiring Person for the purposes of this Section 3.1(b) and such Rights shall become null and void.

(c) Any Rights Certificate that represents Rights Beneficially Owned by a Person described in either of Section 3.1(b)(i) or Section 3.1(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, shall contain or will be deemed to contain the following legend:

> "The Rights represented by this Rights Certificate were issued to a Person who was an Acquiring Person or an Affiliate or an Associate of an Acquiring Person (as such terms are defined in the Rights Agreement) or to a Person acting jointly or in concert with any of them. This Rights Certificate and the Rights represented hereby shall be void in the circumstances specified in Section 3.1(b) of the Rights Agreement.

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

(d) After the Separation Time, the Corporation shall do all such acts and things necessary and within its power to ensure compliance with the provisions of this Section 3.1(b) including, without limitation, all such acts and things as may be required to satisfy the requirements of the Canada Business Corporations Act, the Securities Act and the securities laws or comparable legislation in each of the provinces of Canada and in any other jurisdiction where the Corporation is subject to such laws and the rules of the stock exchanges or quotation systems where the Shares are listed or quoted at such time in respect of the issue of Shares upon the exercise of Rights in accordance with this Agreement.

3.2 Fiduciary Duties of the Board of Directors of the Corporation

For clarification, it is understood that nothing contained in this Article 3 shall be considered to affect the obligations of the Board of Directors to exercise its fiduciary duties. Without limiting the generality of the foregoing, 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, without limitation, 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 Voting Shares or Convertible Securities of the Corporation 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.

ARTICLE 4
THE RIGHTS AGENT

4.1 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 hereof, and the Rights Agent hereby accepts such appointment. The Corporation may from time to time appoint such co-rights agents ("**Co-Rights Agents**") as it may deem necessary or desirable subject to the prior written approval of the Rights Agent. In the event the Corporation appoints one or more Co-Rights Agents, the respective duties of the Rights Agent and Co-Rights Agents shall be as the Corporation may determine with the written approval of the Rights Agent. The Corporation agrees to pay to the Rights Agent reasonable compensation for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and other disbursements reasonably incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder, including the reasonable fees and disbursements of counsel and other experts consulted by the Rights Agent pursuant to Section 4.3(a). The Corporation also agrees to indemnify the Rights Agent, its officers, directors, employees and agents for, and to hold it harmless against any loss, liability, cost, claim, action, damage, suit or expense, incurred without negligence, bad faith or willful misconduct on the part of the Rights Agent for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement including its reasonable legal costs and expenses, which right to indemnification will survive the termination of this Agreement or the removal or resignation of the Rights Agent.

(b) The Rights Agent shall be protected and shall 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 Shares, Rights Certificate, 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 shall inform the Rights Agent in a reasonably timely manner of events which may materially affect the administration of this Agreement by the Rights Agent and, at any time upon request, shall provide to the Rights Agent an incumbency certificate certifying the then current officers of the Corporation.

4.2 Merger, Amalgamation, 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 or consolidation to which the Rights Agent or any successor Rights Agent is a party, or any corporation succeeding to the shareholder 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 document 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 4.4. In case at the time such successor Rights Agent succeeds to the agency created by this Agreement 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 in case at that time any of the Rights Certificates have not been countersigned, any 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) In case at any time the name of the Rights Agent is changed and at such time any of the Rights Certificates shall 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 Rights Certificates shall 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 Rights Certificates shall have the full force provided in the Rights Certificates and in this Agreement.

4.3 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 with legal counsel (who may be legal counsel for the Corporation) or such other experts that the Rights Agent considers necessary to carry out its duties under this Agreement and the opinion of such counsel or other expert 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; the Rights Agent may also, with the approval of the Corporation (such approval not to be unreasonably withheld), consult with such other experts (at the expense of the Corporation) as the Rights Agent shall consider necessary or appropriate to properly carry out the duties and obligations imposed under this Agreement and the Rights Agent shall be entitled to act and rely in good faith on the advice of any such expert.

(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 hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by a person believed by the Rights Agent to be a senior officer of the Corporation 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) The Rights agent will be liable hereunder only for its own negligence, bad faith or wilful misconduct.

(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 Shares, or the Rights Certificates (except its countersignature thereof) 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 will not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due authorization, execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any share certificate, or Rights Certificate (except its countersignature thereon) nor will it be responsible for any breach by the Corporation of any covenant or condition contained in this Agreement or in any Rights Certificate; nor will it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 3.1(b)) or any adjustment required under the

provisions of Section 2.3 or responsible for 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 2.3 describing any such adjustment or any written notice from the Corporation or any holder that a Person has become an Acquiring Person); nor will it by any act hereunder be deemed to make any representation or warranty as to the authorization of any Shares to be issued pursuant to this Agreement or any Rights or as to any Shares, when issued, being duly and validly authorized, issued and delivered 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 with respect to the performance of its duties hereunder from any person designated in writing by the Corporation, and to apply to such individuals for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered by it in good faith in accordance with instructions of any such individual. It is understood that instructions to the Rights Agent shall, except where circumstances make it impractical or the Rights Agent otherwise agrees, be given in writing and, where not in writing, such instructions shall be confirmed in writing as soon as reasonably practicable after the giving of such instructions.

(h) Subject to applicable law, the Rights Agent and any shareholder or director, officer or employee of the Rights Agent may buy, sell or deal in 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 the Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Corporation or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent will not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Corporation resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment of such attorneys and agents.

4.4 Change of Rights Agent

The Rights Agent may resign and be discharged from its duties under this Agreement by giving 60 days' prior written notice (or such lesser notice as is acceptable to the Corporation) thereof to the Corporation, to each transfer agent of the Shares and to the holders of the Rights, all in accordance with Section 5.9 and at the expense of the Corporation. The Corporation may remove the Rights Agent by giving 30 days' prior written notice thereof to the Rights Agent, to each transfer agent of the Shares and to the holders of the Rights in accordance with Section 5.9. 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 30 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 of the Corporation), then the holder of any Rights or the Rights Agent 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, must be a corporation incorporated under the laws of Canada or a province thereof and authorized to carry on the business of a trust company in the Province of Québec. 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; but the predecessor Rights Agent, upon receipt of any outstanding fees and expenses then owing, shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Corporation will file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Shares and mail a notice thereof in writing to the holders of the Rights in accordance with Section 5.9. Failure to give any notice provided for in this Section 4.4, however, or any defect therein, shall 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.

4.5 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 would 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.

4.6 Privacy Legislation

The parties hereto acknowledge that federal and 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.

4.7 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 5
MISCELLANEOUS

5.1 Redemption, Waiver and Termination

(a) Subject to the prior consent of the holders of the Voting Shares or the Rights obtained as set forth herein, the Board of Directors acting in good faith may, at any time prior to a Flip-in Event as to which the application of Section 3.1 has not been waived pursuant to this Section 5.1, elect to redeem all but not less than all of the then outstanding Rights at a redemption price of $0.0001 per Right (appropriately adjusted in a manner analogous to the applicable adjustments provided for in Section 2.3 in the event that an event of the type analogous to any of the events described in Section 2.3 shall have occurred (such redemption price being herein referred to as the "**Redemption Price**")).

(b) The Board of Directors shall waive the application of Section 3.1 in respect of the occurrence of any Flip-in Event if the Board of Directors has determined, following the Stock Acquisition Date and prior to the Separation Time, 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 Stock Acquisition Date shall be deemed not to have occurred. Any such waiver pursuant to this Section 5.1(b) may only be given on the condition that such Person, within 10 days after the foregoing determination by the Board of Directors or such later date as the Board of Directors may determine (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 shall be deemed to be the date of occurrence of a further Stock Acquisition Date and Section 3.1 shall apply thereto.

(c) In the event that a Person acquires Voting Shares and/or Convertible Securities pursuant to a Permitted Bid, a Competing Permitted Bid or an Exempt Acquisition referred to in Section 5.1(d), then the Board of Directors of the Corporation shall, immediately upon the consummation of such acquisition and without further formality, be deemed to have elected to redeem the Rights at the Redemption Price.

(d) The Board of Directors acting in good faith may, prior to the occurrence of the relevant Flip-in Event, upon prior written notice delivered to the Rights Agent, determine to waive the application of Section 3.1 to a Flip-in Event that may occur by reason of a Take-over Bid made by means of a take-over bid circular to all holders of record of Voting Shares and/or Convertible Securities, provided that if the Board of Directors waives the application of Section 3.1 in respect of a Take-over Bid pursuant to this Section 5.1(d), the Board of Directors shall also be deemed to have waived the application of Section 3.1 in respect of any other Take-over Bid made by means of a take-over bid circular to all holders of record of Voting Shares and/or Convertible Securities prior to the expiry, termination or withdrawal of any Take-over Bid (as the same may be extended from time to time) in respect of which a waiver is, or is deemed to have been, granted under this Section 5.1(d).

(e) The Board of Directors acting in good faith may with the prior consent of the holders of Voting Shares obtained as set forth herein, prior to the occurrence of the relevant Flip-in Event, upon prior written notice delivered to the Rights Agent, determine to waive the application of Section 3.1 to a Flip-in Event that may occur by reason of an acquisition of Voting Shares and/or Convertible Securities other than pursuant to a Take-over Bid made by means of a take-over bid circular to all holders of Voting Shares and other than in the circumstances set out in Section 5.1(b). In the event that the Board of Directors proposes such a waiver, the Board of

Directors shall extend the Separation Time to a time and date subsequent to and not more than 10 Business Days following the meeting of shareholders held to approve such waiver.

(f) Where a Take-over Bid that is not a Permitted Bid or Competing Permitted Bid expires, 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 may elect to redeem all the outstanding Rights at the Redemption Price without the consent of the holders of the Voting Shares or the Rights and reissue Rights under this Agreement to holders of record of Voting Shares immediately following such redemption. Upon the Rights being redeemed and reissued pursuant to this Section 5.1(f), all the provisions of this Agreement shall 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 Shares at the Separation Time had not been mailed to each such holder, and for all purposes of this Agreement the Separation Time shall be deemed not to have occurred and the Corporation shall be deemed to have issued replacement Rights to the holders of its then outstanding Shares.

(g) If the Board of Directors is deemed under Section 5.1(c) to have elected or elects under Section 5.1(a) to redeem the Rights, 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 shall be to receive the Redemption Price.

(h) Within 10 days after the Board of Directors is deemed under Section 5.1(c) to have elected or elects under Section 5.1(a) or Section 5.1(f) to redeem the Rights, the Corporation shall give notice of redemption to the holders of the then outstanding Rights by mailing such notice to each such holder at his last address as it appears upon the registry books of the Rights Agent or, prior to the Separation Time, on the registry books of the transfer agent for the Voting Shares. Any notice which 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.

(i) If a redemption of Rights pursuant to Section 5.1(a) or a waiver of a Flip-in Event pursuant to Section 5.1(e) is proposed at any time prior to the Separation Time, such redemption or waiver shall be submitted for approval to the holders of Voting Shares. Such approval shall be deemed to have been given if the redemption or waiver is approved by the affirmative vote of a majority of the votes cast by Independent Shareholders represented in person or by proxy at a meeting of such holders duly held in accordance with applicable laws and the Corporation's by-laws.

(j) If a redemption of Rights pursuant to Section 5.1(a) or a waiver of a Flip-in Event pursuant to Section 5.1(e) is proposed at any time after the Separation Time, such redemption or waiver shall be submitted for approval to the holders of Rights. Such approval shall be deemed to have been given if the redemption or waiver is approved by holders of Rights as set forth in Section 5.4(d).

(k) The Board of Directors acting in good faith may, prior to the close of business on the tenth (10^{th}) Trading Day following a Stock Acquisition Date or such later Business Day as they may from time to time determine, upon prior written notice delivered to the Rights Agent, waive the application of Section 3.1 to the related Flip-in Event, provided that the Acquiring Person has reduced its Beneficial ownership of Voting Shares and/or Convertible Securities (or has entered into a contractual arrangement with the Corporation, acceptable to the Board of Directors, to do so within 10 calendar days of the date on which such contractual arrangement is entered into or such other date as the Board of Directors may have determined) such that at the time the waiver becomes effective pursuant to this Section 5.1(k) such Person is no longer an Acquiring Person. In the event of such a waiver becoming effective prior to the

Separation Time, for the purposes of this Agreement, such Flip-in Event shall be deemed not to have occurred.

5.2 Expiration

No Person will have any rights pursuant to this Agreement or in respect of any Right after the Expiration Time, except in respect of any right to receive cash, securities or other property which has accrued at the Expiration Time and except as specified in Section 4.1(a) and Section 4.1(b).

5.3 Issuance of New Rights Certificates

Notwithstanding any of the provisions of this Agreement or of 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 its Board of Directors to reflect any adjustment or change in the number or kind or class of shares purchasable upon exercise of Rights made in accordance with the provisions of this Agreement.

5.4 Supplements and Amendments

(a) Subject to Section 5.4(b) and Section 5.4(c) and this Section 5.4(a), the Corporation may from time to time amend, vary or delete any of the provisions of this Agreement and the Rights provided that no amendment, variation or deletion made on or after the date of the meeting of shareholders at which the resolution referred to in Section 5.16 is to be considered shall be made without the prior consent of the holders of the Rights, given as provided in Section 5.4(b), except that amendments, variations or deletions made for any of the following purposes shall not require such prior approval but shall be subject to subsequent ratification in accordance with Section 5.4(b):

(i) in order to make such changes as are necessary in order to maintain the validity of this Agreement and the Rights as a result of any change in any applicable legislation, regulations or rules; or

(ii) in order to make such changes as are necessary in order to cure any clerical or typographical error.

(b) Any amendment, variation or deletion to or from this Agreement made by the Board of Directors pursuant to Section 5.4(a) shall (unless otherwise provided for in Section 5.4(a)):

(i) if made prior to the Separation Time, be submitted to the shareholders of the Corporation at the next meeting of shareholders and the shareholders may, by resolution passed by a majority of the votes cast by Independent Shareholders represented in person or by proxy at such meeting who vote in respect of such amendment, variation or deletion, confirm or reject such amendment or supplement; or

(ii) if made after the Separation Time, 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 of the Corporation and the holders of Rights may, by resolution passed by a majority of the votes cast by the holders of Rights represented in person or by proxy at such meeting which have not become void pursuant to Section 3.1(b) who vote in respect of such amendment, variation or deletion, confirm or reject such amendment or supplement.

Any amendment, variation or deletion pursuant to Section 5.4(a) shall be effective only when so consented to by the holders of Voting Shares or Rights, as applicable (except in the case of an amendment, variation or deletion made prior to the date of the meeting of shareholders at which the resolution referred to in Section 5.16 is considered or those referred to in any of Section 5.4(a)(i) or Section 5.4(a)(ii), which shall be effective from the date of the resolution of the Board of Directors adopting such amendment, variation or deletion and shall continue in effect until it ceases to be effective (as in this paragraph described) and, where such amendment, variation or deletion is confirmed, it shall continue in effect in the form so confirmed). If an amendment, variation or deletion pursuant to Section 5.4(a)(i) or Section 5.4(a)(ii) is rejected by the shareholders or the holders of Rights or is not submitted to the shareholders or holders of Rights as required, then such amendment, variation or deletion shall cease to be effective from and after the termination of the 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 but was not held, and no subsequent resolution of the Board of Directors to amend, vary or delete any provision of this Agreement to substantially the same effect shall be effective until confirmed by the shareholders or holders of Rights, as the case may be.

(c) For greater certainty and notwithstanding anything herein contained, (i) the Corporation, at or prior to the meeting of shareholders referred to in Section 5.16 or any adjournment or postponement thereof, may supplement or amend this Agreement without the approval of any holders of Rights or Voting Shares in order to make any changes that the Board of Directors acting in good faith may deem necessary or desirable, (ii) no amendment, variation or deletion to the provisions of Article 4 shall be made except with the concurrence of the Rights Agent thereto, and (iii) neither the exercise by the Board of Directors of any power or discretion conferred on it hereunder nor the making by the Board of Directors of any determination or the granting of any waiver it is permitted to make or give hereunder shall constitute an amendment, variation or deletion of the provisions of this Agreement or the Rights, for purposes of this Section 5.4 or otherwise.

(d) The approval, confirmation or consent of the holders of Rights with respect to any matter arising hereunder shall be deemed to have been given if the action requiring such approval, confirmation or consent 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 thereof. For the purposes hereof, each outstanding Right (other than Rights which are void pursuant to the provisions hereof or which, prior to the Separation Time, are held otherwise than by Independent Shareholders) shall be entitled to one vote, and the procedures for the calling, holding and conduct of the meeting shall be those, as nearly as may be, which are provided in the Corporation's by-laws and the Canada Business Corporations Act with respect to meetings of shareholders of the Corporation.

(e) The Corporation shall be required to provide the Rights Agent with notice in writing of any such amendment, variation or deletion to this Agreement as referred to in this Section 5.4 within five (5) days of effecting such amendment, variation or deletion.

(f) Any supplement or amendment to this Agreement pursuant to Section 5.4(b) through Section 5.4(e) shall be subject to the receipt of any requisite approval or consent from any governmental or regulatory authority having jurisdiction over the Corporation, including without limitation any requisite approval of stock exchanges on which the Shares are listed.

5.5 Fractional Rights and Fractional Shares

(a) The Corporation will not be required to issue fractions of Rights or to distribute Rights Certificates which evidence fractional Rights. After the Separation Time there shall be paid, in lieu of such fractional Rights, to the registered holders of the Rights Certificates with regard to which fractional Rights would otherwise be issuable, an amount in cash equal to the same fraction of the Market Price of a whole Right. The Rights Agent shall have no obligation to make any payments in lieu of fractional Rights unless the Corporation shall have provided the Rights Agent with the necessary funds to pay in full all amounts payable in accordance with Section 2.2(e).

(b) The Corporation shall not be required to issue fractional Shares upon exercise of the Rights or to distribute certificates that evidence fractional Shares. In lieu of issuing fractional Shares, the Corporation shall pay to the registered holder of Rights Certificates at the time such Rights are exercised as herein provided, an amount in cash equal to the same fraction of the Market Price of one Share at the date of such exercise. The Rights Agent shall have no obligation to make any payments in lieu of fractional Shares unless the Corporation shall have provided the Rights Agent with the necessary funds to pay in full all amounts payable in accordance with Section 2.2(e).

5.6 Rights of Action

Subject to the terms of this Agreement, rights of action in respect of this Agreement, other than rights of action vested solely in the Rights Agent, are vested in the respective holders of the Rights; and any holder of any 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, or otherwise act in respect of, such holder's right to exercise such holder's Rights in the manner provided in this Agreement and in such holder's Rights Certificate. 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.

5.7 Holder of Rights Not Deemed a Shareholder

No holder, as such, of any Rights or Rights Certificate shall be entitled to vote, receive dividends or be deemed for any purpose the holder of Shares or any other securities which may at any time be issuable on the exercise of Rights, nor shall anything contained herein or in any Rights Certificate be construed to confer upon the holder of any Rights, 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 thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting shareholders (except as provided in Section 5.8) or to receive dividends or subscription rights or otherwise, until such Rights shall have been exercised in accordance with the provisions hereof.

5.8 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 shall give to each holder of a Right, in accordance with Section 5.9, a notice of such proposed action, which shall specify the date on which

such liquidation, dissolution, winding up or sale is to take place, and such notice shall be so given at least 20 Business Days prior to the date of the taking of such proposed action by the Corporation.

5.9 Notices

Notices or demands authorized or required by this Agreement to be given or made to or by the Rights Agent, the holder of any Rights or the Corporation will be sufficiently given or made and shall be deemed to be received if delivered or sent by first-class mail, postage prepaid, or by email, addressed (until another address is filed in writing with the Rights Agent or the Corporation, as applicable), as follows:

(a) if to the Corporation:

Corsa Coal Corp.
1576 Stoystown Rd.
PO Box 260
Friedens, Pennsylvania, USA 15541

Attention: Corporate Secretary
Email: corpsec@corsacoal.com

(b) if to the Rights Agent:

Computershare Investor Services Inc.
100 University Avenue, 8th Floor
Toronto, Ontario, Canada M5J 2Y1

Attention: General Manager, Investor Services
Email: amanda.castellano@computershare.com

(c) if to the holder of any Rights, to the address of such holder as it appears on the registry books of the Rights Agent or, prior to the Separation Time, on the registry books of the Corporation for the Shares.

5.10 Costs of Enforcement

The Corporation agrees that if the Corporation or any other Person the securities of which are purchasable upon exercise of Rights fails to fulfil any of its obligations pursuant to this Agreement, then the Corporation or such Person will reimburse the holder of any Rights for the costs and expenses (including legal fees) incurred by such holder in actions to enforce his rights pursuant to any Rights or this Agreement.

5.11 Regulatory Approvals

Any obligation of the Corporation or action or event contemplated by this Agreement shall be subject to applicable law and to the receipt of any requisite approval or consent from any governmental or regulatory authority. Without limiting the generality of the foregoing, any issuance or delivery of debt or equity securities (other than non-convertible debt securities) of the Corporation upon the exercise of Rights and any amendment to this Agreement shall be subject to any required prior consent of the stock exchange(s) on which the Corporation is from time to time listed or has been listed during the six months prior to such amendment.

5.12 Declaration as to Non-Canadian and Non-U.S. 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 with the securities laws or comparable legislation of a jurisdiction outside Canada and the United States of America, its territories and possessions, the Board of Directors acting in good faith may take such actions as it may deem appropriate to ensure that such compliance is not required, including without limitation establishing procedures for the issuance to a Canadian resident fiduciary of Rights or securities issuable on exercise of Rights, the holding thereof in trust for the Persons entitled thereto (but reserving to the Fiduciary or to the Fiduciary and the Corporation, as the Corporation may determine, absolute discretion with respect thereto) and the sale thereof and remittance of the proceeds of such sale, if any, to the Persons entitled thereto. In no event shall 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 and a province or territory thereof and the United States of America and any state thereof in which such issue or delivery would be unlawful without registration of the relevant Persons or securities for such purposes.

5.13 Successors

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.

5.14 Benefits of this Agreement

Nothing in this Agreement shall 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; this Agreement shall be for the sole and exclusive benefit of the Corporation, the Rights Agent and the holders of the Rights.

5.15 Effective Date

This Agreement is effective and in full force and effect in accordance with its terms and conditions as of and from the Close of Business on the date hereof (the "**Effective Date**").

5.16 Shareholder Review

At a meeting of shareholders of the Corporation held prior to the six-month anniversary of the Effective Date, the Board of Directors shall be entitled to submit a resolution ratifying the continued existence of this Agreement to Independent Shareholders of the Corporation for their consideration and, if thought advisable, approval. If such resolution is so submitted, then unless a majority of the votes cast by Independent Shareholders represented in person or by proxy at such meeting who vote in respect of such resolution are voted in favour of the continued existence of this Agreement (as confirmed by the chair of such meeting), then the Board of Directors shall, provided that a Flip-in Event has not occurred prior to such time, be deemed to have elected to redeem the Rights at the Redemption Price effective as of the date of such meeting and thereafter, this Agreement shall have no further force or effect.

5.17 Determination and Actions by the Board of Directors

All actions, calculations, interpretations and determinations (including all omissions with respect to the foregoing) which are done or made by the Board of Directors pursuant to this Agreement, in good faith, (i) may be relied on by the Rights Agent, and (ii) shall not subject the Board of Directors to any liability to the holders of the Rights or to any other parties.

5.18 Governing Law

This Agreement and the Rights issued hereunder shall be deemed to be a contract made under the laws of the Province of Ontario and the laws of Canada applicable therein and for all purposes will be governed by and construed in accordance with the laws of such province applicable to contracts to be made and performed entirely within such province.

5.19 Language

Les parties aux présentes ont exigé que la présente convention ainsi que tous les documents et avis qui s'y rattachent ou qui en découlent soient rédigés en langue anglaise. The parties hereto have required that this Agreement and all documents and notices related thereto or resulting therefrom be drawn up in English.

5.20 Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

5.21 Severability

If any term or provision hereof or the application thereof to any circumstance is, in any jurisdiction and to any extent, invalid or unenforceable, such term or provision will be ineffective only to the extent of such invalidity or unenforceability in such jurisdiction without invalidating or rendering unenforceable the remaining terms and provisions hereof or the enforceability thereof in any other jurisdiction or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

5.22 Time of the Essence

Time shall be of the essence hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of December 17, 2021.

CORSA COAL CORP.

By: _____

Name:
Title:

COMPUTERSHARE INVESTOR SERVICES INC.

By: _____

Name:
Title:

By: _____

Name:
Title:

EXHIBIT A

Form of Rights Certificate

Certificate No. Rights

THE RIGHTS ARE SUBJECT TO REDEMPTION, AT THE OPTION OF THE CORPORATION, ON THE TERMS SET FORTH IN THE SHAREHOLDER RIGHTS PLAN AGREEMENT. UNDER CERTAIN CIRCUMSTANCES (SPECIFIED IN SECTION 3.1(b) OF SUCH AGREEMENT), RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON, CERTAIN RELATED PARTIES OF AN ACQUIRING PERSON OR A TRANSFEREE OF AN ACQUIRING PERSON OR ANY SUCH RELATED PARTIES WILL BECOME VOID WITHOUT FURTHER ACTION.

Rights Certificate

This certifies that _____ is the registered holder of the number of Rights set forth above, each of which entitles the registered holder thereof, subject to the terms, provisions and conditions of the Shareholder Rights Plan Agreement (the "**Rights Agreement**") made as of December 17, 2021 between Corsa Coal Corp., a corporation existing under the laws of Canada (the "**Corporation**") and Computershare Investor Services Inc., a corporation incorporated under the laws of Canada, as Rights Agent (the "**Rights Agent**"), which term shall include any successor Rights Agent under the Rights Agreement, to purchase from the Corporation, at any time after the Separation Time and prior to the Expiration Time (as such terms are defined in the Rights Agreement), one fully paid Share (as defined in the Rights Agreement) at the Exercise Price referred to below, upon presentation and surrender of this Rights Certificate, together with the Form of Election to Exercise appropriately completed and duly executed, to the Rights Agent at its principal office in Toronto, Ontario. The Exercise Price per Right shall initially be $5.00 (Cdn.) per Right and shall be subject to adjustment as provided in the Rights Agreement. The number of Shares which may be purchased for the Exercise Price is subject to adjustment as set forth in the Rights Agreement.

This Rights Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Rights Agent, the Corporation and the holders of the Rights Certificates. Copies of the Rights Agreement are on file at the registered office of the Corporation and are available upon written request.

This Rights Certificate, with or without other Rights Certificates, upon surrender at the principal office of the Rights Agent in Toronto, Ontario, may be exchanged for another Rights Certificate or Rights Certificates of like tenor 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 shall be exercised in part, the registered holder shall 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 Rights Agreement, the Rights evidenced by this Rights Certificate may be redeemed by the Corporation at a redemption price of $0.0001 (Cdn.) per Right subject to adjustment in certain events.

No fractional Shares will be issued upon the exercise of any Right or Rights evidenced hereby, but in lieu thereof a cash payment will be made, as provided in the Rights Agreement.

No holder of this Rights Certificate, as such, shall be entitled to vote or receive dividends or be deemed for any purpose the holder of Shares or any other securities which may at any time be issuable upon

the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, 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 thereof, or to give or withhold consent to any corporate action, or to receive notice of any meeting or other actions affecting shareholders (except as provided in the Rights Agreement), or to receive dividends or subscription rights or otherwise, until the Rights evidenced by this Rights Certificate shall have been exercised as provided in the Rights Agreement.

This Rights Certificate shall not be valid for any purpose until it shall have been countersigned by the Rights Agent.

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

Date:

CORSA COAL CORP.

Per: _____

Per: _____

Countersigned:

COMPUTERSHARE INVESTOR SERVICES INC.
in the City of Toronto, Ontario

Per: _____

FORM OF ELECTION TO EXERCISE

The undersigned hereby irrevocably elects to exercise _____ whole Rights represented by this Rights Certificate to purchase the Shares issuable upon the exercise of such Rights and requests that certificates for such Shares be issued in the name of and delivered to:

_____
Name

_____
Address

_____
City and Province

_____
Social Insurance No. or other taxpayer identification number

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

_____
Name

_____
Address

_____
City and Province

_____
Social Insurance No. or other taxpayer identification number

Date: _____ _____

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 Guaranteed

Signature must be Signature Guaranteed by a Schedule 1 Canadian chartered bank, a major Canadian trust company or a member of a recognized Medallion Guarantee program.

(To be completed by the holder if true)

The undersigned hereby certifies and represents, for the benefit of the Corporation and all holders of Rights and 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 by an Affiliate or

Associate of an Acquiring Person or any other Person acting jointly or in concert with any of the foregoing (as such terms are defined in the Rights Agreement).

_____

Signature

_____

(Please print name below signature)

NOTICE

In the event that the certification set forth above in the Form of Election to Exercise is not completed, the Corporation shall deem the Beneficial Owner of the Rights represented by this Rights Certificate to be an Acquiring Person (as defined in the Rights Agreement) and, accordingly, such Rights shall be null and void.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(please print name and address of transferee) the Rights represented by this Rights Certificate, together with all right, title and interest therein.

Date: _____ _____

Signature

_____

Signature Guaranteed

(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 Schedule 1 Canadian chartered bank, a major Canadian trust company or a member of a recognized Medallion Guarantee program.

(To be completed by the assignor if true)

The undersigned hereby certifies and represents, for the benefit of the Corporation and all holders of Rights and 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 by an Affiliate or Associate of an Acquiring Person or any other Person acting jointly or in concert with any of the foregoing (as such terms are defined in the Rights Agreement).

_____

Signature

_____

(Please print name below signature)

NOTICE

In the event that the certification set forth above in the Form of Assignment is not completed, the Corporation shall deem the Beneficial Owner of the Rights represented by this Rights Certificate to be an Acquiring Person (as defined in the Rights Agreement) and, accordingly, such Rights shall be null and void.