COCO POOL CORP.
2000 – 1111 West Georgia Street
Vancouver, BC, V6E 4G2

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

NOTICE IS HEREBY GIVEN that an Annual General and Special Meeting of the shareholders of Coco Pool Corp. (the "**Company**") will be held at **11:00 a.m. (PST)** on **Thursday, September 12, 2024** at **2000 – 1111 West Georgia Street, Vancouver, BC, V6E 4G2** in order that the following resolutions be passed:

AS ORDINARY RESOLUTIONS:

1. to fix the number of directors of the Company at seven (7) and to elect each of Koby Smutylo, Mark S. Kowalski, Sebastien Charles, GuyLaine Charles, Daniel Nahon, Heather E. Sim and Sabino R. Di Paola as directors of the Company to serve until the next annual general meeting of the shareholders or until their successors are duly elected or appointed (including upon completion of the Transaction (as defined below));

2. to set, conditional upon, and effective as of the completion of the Company's proposed qualifying transaction with Viridian Metals Corp. (the "**Transaction**") as more particularly described in the accompanying management information circular ("**Information Circular**"), the number of directors of the Company at four (4) and to elect, conditional upon, and effective as of the completion of the Transaction, as directors of the Company, Tyrell Sutherland, Alan Grujic, Lee Bowles and Sebastien Charles, with the full text of the resolution set forth in Information Circular;

3. to appoint Davidson & Company LLP, Chartered Accountants, as the auditor of the Company for the ensuing year at a remuneration to be fixed by the directors;

4. to consider and, if deemed appropriate, to pass, with or without variation, a resolution to reapprove the Company's existing stock option plan, with the full text of the resolution set forth in the Information Circular;

5. to consider and, if deemed appropriate, to pass, with or without variation, a resolution to amend and restate the existing stock option plan of the Company, so as it is replaced with an omnibus equity incentive plan (the "**Omnibus Plan**") conditional upon the completion of the Transaction, with the full text of the resolution and the Omnibus Plan set forth in Information Circular;

AS SPECIAL RESOLUTIONS:

1. to consider and, if deemed appropriate, to pass, with or without variation, a special resolution, authorizing the consolidation of the common shares of the Company on the basis of 0.46 (or such higher number as may be determined by the board of directors of the Company) of a post-consolidation common share for every pre-consolidation common share held, conditional upon the completion of the Transaction, with the full text of the resolution set forth in Information Circular;

2. to consider and, if deemed appropriate, to pass, with or without variation, a special resolution approving an amendment to the notice of articles and articles of the Company to change its name from "Coco Pool Corp." to "Viridian Metals Inc." (or such other similar name as may be determined by the board of directors of the Company), conditional upon the completion of the Transaction, with the full text of the resolution set forth in Information Circular;

OTHER MATTERS

1. to receive the audited financial statements of the company for the financial year ended August 31, 2023 and accompanying report of the auditor; and

2. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

Accompanying this Notice is an Information Circular (which sets out the full text of the above resolutions) and Proxy (with notes to Proxy).

A shareholder who is unable to attend the Annual General and Special Meeting in person and who wishes to ensure that such shareholder's shares will be voted at the Annual General and Special Meeting is requested to complete, date and sign the enclosed form of proxy or voting information form and deliver it in accordance with the instructions set out therein and in the Information Circular.

The enclosed Proxy is solicited by management of the Company and you may amend it, if you so desire, by striking out the names listed therein and inserting in the space provided the name of the person you wish to represent you at the Annual General and Special Meeting.

DATED at Vancouver, British Columbia this 12th day of August, 2024.

BY ORDER OF THE BOARD

"Koby Smutylo"

_____

Koby Smutylo
President, CEO and Director

COCO POOL CORP.

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON
Thursday, September 12, 2024

COCO POOL CORP.

2000 - 1111 West Georgia Street
Vancouver, BC, V6E 4G2

Tel: (604) 684-4535
Email: legal@smalleylawcorp.com

Management Information Circular
as at August 12, 2024

unless otherwise noted

PERSONS MAKING THE SOLICITATION

This information circular (the "**Information Circular**") is furnished in connection with the solicitation of proxies by management of Coco Pool Corp. (the "**Company**" or "**Coco**") for use at an annual general and special meeting (the "**Meeting**") of holders (the "**Shareholders**") of common shares (the "**Shares**") of the Company to be held at **11:00 a.m. (Vancouver Time)** on **September 12, 2024** at the offices of the Company's counsel, located at **2000 – 1111 West Georgia St., Vancouver, BC, V6E 4G2** and any adjournment thereof for the purposes set forth in the accompanying notice of meeting (the "**Notice**").

Except where otherwise indicated, information contained in this Information Circular is given as of August 12, 2024.

The Company's financial statements are presented in Canadian dollars. Unless otherwise indicated, all dollar amounts in this Information Circular are expressed in Canadian dollars ("**$**").

GENERAL PROXY INFORMATION

Solicitation of Proxies

All costs of solicitation by management will be borne by the Company other than in respect of mailing to OBOs (as defined below). In addition to the solicitation of proxies by mail, directors, officers and employees of the Company may solicit proxies personally, by telephone, email or facsimile, but will not receive compensation for so doing.

Appointment and Revocability of Proxy

The individuals named in the accompanying form of proxy (the "**Proxy**") are the Company's counsel or its employees and were designated by management of the Company ("**Management**").

A Shareholder wishing to be represented by proxy at the Meeting or any adjournment or postponement thereof must deposit his, her or its executed form of proxy with the Company's transfer agent and registrar, Odyssey Trust Company, (i) by mail or delivery to 702-67 Yonge Street, Toronto, Ontario, Attn: Proxy Department; or (ii) by online submission at https://login.odysseytrust.com/pxlogin, no later than **11:00 a.m. (Vancouver Time) on September 10, 2024** or at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before any adjournment or postponement of the Meeting at which the proxy is to be used. After such time, the Chair of the Meeting may accept or reject a form of proxy delivered to him or her in his or her discretion, but is under no obligation to accept or reject any particular late form of proxy. A proxy should be executed by the Shareholder or his or her attorney duly authorized in writing or, if the Shareholder is a Company, under corporate seal or by a duly authorized officer or attorney of the Company**.**

United States Beneficial holders: If you are a beneficial Shareholder located in the United States and wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as your proxy holder, in addition to the steps described above, you must obtain a valid legal proxy from your intermediary. Follow the instructions from your intermediary included with the legal proxy form and the voting information form sent to you, or contact your intermediary to request a legal proxy form or a legal proxy if you have not received one. After obtaining a valid legal proxy from your intermediary, you must then submit such legal proxy to Odyssey. Requests for registration from beneficial shareholders located in the United States that wish to attend, participate or vote at the Meeting or, if permitted, appoint a third party as their proxy holder must be sent by email to appointee@odysseytrust.com and received by **11:00 a.m. (Vancouver Time) on September 10, 2024.**

In addition to any other manner permitted by law, a proxy may be revoked, before it is exercised, by an instrument in writing executed in the same manner as a proxy and deposited to the attention of the Corporate Secretary of the Company at the registered office of the Company at any time up to 5:00 p.m. (Vancouver time) on the last business day before the day of the Meeting or any adjournment or postponement thereof at which the proxy is to be used, or with the Chair of the Meeting on the day of the Meeting or any adjournment or postponement thereof, and thereupon the proxy is revoked. The document used to revoke a proxy must be in writing and completed and signed by the Shareholder or his or her attorney authorized in writing or, if the Shareholder is a Company, under its corporate seal or by an officer or attorney thereof duly authorized.

A registered Shareholder attending the Meeting has the right to vote in person and, if the Shareholder does so, his, her or its proxy is nullified with respect to the matters such Shareholder votes upon and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

Under normal conditions, confidentiality of voting is maintained by virtue of the fact that the Company's transfer agent tabulates proxies and votes. However, such confidentiality may be lost as to any proxy or ballot if a question arises as to its validity or revocation or any other like matter. Loss of confidentiality may also occur if the board of directors of the Company (the "**Board**" or "**Board of Directors**") decides that disclosure is in the interests of the Company or its Shareholders.

EXERCISE OF DISCRETION

Shares represented by properly executed Proxies in favour of persons designated in the enclosed form of Proxy will, where a choice with respect to any matter to be acted upon has been specified in the form of Proxy, be voted in accordance with the specification made. **In the absence of any such specification, the Proxy will be voted as recommended by management.** Where directions are given by the Shareholder in respect of voting for or against any resolution, the proxyholder will do so in accordance with such direction.

The enclosed form of Proxy, when properly signed, confers discretionary authority upon the person named therein as proxyholder with respect to amendments or variations to matters which may be properly brought before the Meeting. As at the date of this Information Circular, Management knows of no such amendments, variations or other matters to come before the Meeting. However, if any other matters, which are not now known to management, should properly come before the Meeting, then the Management designees intend to vote in accordance with the judgment of management.

NON-REGISTERED HOLDERS

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold their Shares in their own name and are considered non-registered beneficial Shareholders.

Only registered holders of Shares or the persons they appoint as their proxyholder are permitted to vote at the Meeting. However, in many cases, Shares beneficially owned by a person (a "**Non-Registered Holder**") are registered either: (i) in the name of an intermediary (an "**Intermediary**") (including, among others, banks, trust companies, securities dealers, brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs, TFSAs and similar plans) that the Non- Registered Holder deals with in respect of the Shares; or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant. Non-Registered Holders should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting. In accordance with the requirements of the Canadian Securities Administrators, the Company will have distributed copies of the meeting materials, including the form of proxy/voting instruction form and the Information Circular (collectively, the "**Meeting Materials**") to the clearing agencies and Non-Registered Holders, or Intermediaries for onward distribution to Non-Registered Holders, as applicable. If you are a Non-Registered Holder, your Intermediary will be the entity legally entitled to vote your Shares at the Meeting. Shares held by an Intermediary can only be voted upon the instructions of the Non-Registered Holder. Without specific instructions, Intermediaries are prohibited from voting Shares.

Applicable regulatory policy requires Intermediaries to seek voting instructions from Non-Registered Holders in advance of the Meeting. Often, the form of proxy supplied to a Non-Registered Holder by its Intermediary is identical to the form of proxy provided to registered Shareholders; however, its purpose is limited to instructing the registered Shareholder how to vote on behalf of the Non-Registered Holder. The majority of Intermediaries delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails a scannable voting instruction form in lieu of the form of proxy. The Non-Registered Holder is requested to complete and return the voting instruction form to Broadridge by mail or facsimile. Alternatively, the Non-Registered Holder may call a toll-free telephone number or access the Internet to provide instructions regarding the voting of Shares held by the Non-Registered Holder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. A Non-Registered Holder receiving a voting instruction form cannot use that voting instruction form to vote Shares directly at the Meeting, as the voting instruction form must be returned as directed by Broadridge well in advance of the Meeting in order to have such Shares voted.

Non-Registered Holders should ensure that instructions respecting the voting of their Shares are communicated in a timely manner and in accordance with the instructions provided by their Intermediary or Broadridge, as applicable. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Non-Registered Holders in order to ensure that their Shares are voted at the Meeting.

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purpose of voting Shares registered in the name of their Intermediary, a Non-Registered Holder may attend the Meeting as proxyholder for the Intermediary and vote the Shares in that capacity. **Non-Registered Holders who wish to attend the Meeting and indirectly vote their Shares as a proxyholder, should enter their own names in the blank space on the form of proxy or voting instruction form provided to them by their Intermediary and/or Broadridge, as applicable, and return the same in accordance with the instructions provided by their Intermediary and/or Broadridge, as applicable, well in advance of the Meeting.**

In any case, the purpose of the above noted procedures is to permit Non-Registered Holders to direct the voting of the Shares which they beneficially own. Non-Registered Holders should carefully follow the instructions and procedures of their Intermediary or Broadridge, as applicable, including those regarding when and where the form of proxy or voting instruction form is to be delivered.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as "**NOBOs**". Non-Registered Holders who have objected to their Intermediary disclosing the ownership information about themselves to the Company are referred to as "**OBOs**".

In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), the Company has distributed copies of the Meeting Materials to the Intermediaries for onward distribution to NOBOs. In accordance with NI 54-101, the Company does not intend to pay for Intermediaries to forward Meeting Materials to OBOs and an OBO will not receive Meeting Materials unless such OBO's Intermediary assumes the cost of delivery.

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

RECORD DATE

Persons registered on the records of the Company at the close of business on August 7, 2024 (the "**Record Date**") are entitled to vote at the Meeting. The failure of any Shareholder to receive a copy of the Notice of Meeting does not deprive the Shareholder of the right to vote at the Meeting. Only persons who are Shareholders as of the Record Date are entitled to vote their Shares at the Meeting.

QUORUM

Any number of Shareholders, present in person or represented by proxy, holding at least 5% of the Shares entitled to attend and vote at the Meeting, will constitute a quorum at the Meeting or any adjournment or postponement thereof. The Company's register of Shareholders as of the Record Date have been used to deliver to Shareholders the Meeting Materials as well as to determine who is eligible to vote at the Meeting.

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

Except as disclosed herein no person: (a) who has been a Director or executive Officer at any time since the commencement of the Company's last financial year; (b) who is a proposed nominee for election as a Director; or (c) who is an associate or affiliate of a person included in subparagraphs (a) or (b), has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting other than the election of Directors and the appointment of auditors and as set out herein.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company's authorized capital consists of an unlimited number of common shares without par value. As at the Record Date, there were 6,200,000 Shares issued and outstanding. Each Share carries the right to one vote. The Shares are listed for trading on the TSX Venture Exchange (the "**Exchange**") under the symbol "CCPC.P".

Any Shareholder of record at the close of business on the Record Date who either personally attends the Meeting or who has completed and delivered a Proxy in the manner specified herein, subject to the provisions described above, shall be entitled to vote or to have such Shareholder's Shares voted at the Meeting.

In accordance with the accompanying Notice of Meeting, this Information Circular contains both ordinary resolutions, requiring for its approval a majority of the votes in respect of the resolution, and special resolutions, requiring for its approval at least two-thirds (2/3) of the votes cast at the Meeting in favour of the resolution.

To the best of the knowledge of the Board, no person or company beneficially owns, directly or indirectly, or exercises control over, shares carrying more than 10% of all voting rights other than the following individual:

Name and Municipality of Residence of Shareholder	Type of Ownership	Number of Shares owned or controlled	Percentage of Shares Owned
Daniel Nahon Ottawa, ON	Direct	1,000,000	16.13%

PROPOSED QUALIFYING TRANSACTION

As announced by news release dated August 2, 2024, and further to its news release dated May 27, 2024 (together the "**News Releases**"), the Company has entered into a definitive amalgamation agreement (the "**Amalgamation Agreement**") dated July 31, 2024 with Viridian Metals Corp. ("**Viridian**") and 16217494 Canada Inc. ("**Subco**"), a wholly-owned subsidiary of the Company incorporated pursuant to the provisions of the *Canada Business Corporations Act* (the "**CBCA**"), all in connection with a proposed three cornered amalgamation (the "**Amalgamation**") of the Company, Subco and Viridian under the CBCA, which transaction (the "**Transaction**") is intended to constitute the Company's Qualifying Transaction (within the meaning of Policy 2.4 – *Capital Pool Companies* ("**Policy 2.4**") of the Exchange).

After giving effect to the Transaction, it is expected that the Company (referred to as it will exist after completion of the Transaction as the "**Resulting Issuer**") will carry on the business of Viridian and the shareholders of Viridian ("**Viridian Shareholders**") will collectively exercise control over the Resulting Issuer.

The Amalgamation Agreement requires that, amongst other standard conditions, the following material conditions precedent be met prior to the closing of the Amalgamation (the "**Effective Time**"):

(a) acceptance of the Transaction by the Exchange and receipt of other applicable regulatory approvals;

(b) receipt of the certain approvals of the Shareholders at the Meeting, as described below;

(c) receipt of the requisite approvals of the Viridian Shareholders with respect to the Amalgamation; and

(d) no Material Adverse Effect (as defined in the Amalgamation Agreement) with respect to Viridian, the Company or Subco having occurred between the date of entering into the Amalgamation Agreement and the Effective Time.

If all conditions to the implementation of the Transaction have been satisfied or waived, the Company, Subco and Viridian will carry out the Transaction. Pursuant to the terms of the Transaction, it is expected that the following security conversions, exercises and issuances will occur among the Company, Subco, Viridian and the securityholders of Viridian at or prior to the Effective Time:

(a) each common share of Viridian ("**Viridian Shares**") issued and outstanding immediately prior to the Effective Time, that is not held by a Viridian Shareholder who has exercised their dissent rights in respect of the Amalgamation, shall be exchanged for one fully paid and non-assessable post-Consolidation (as defined below) common share of the Company (referred to on a post-Transaction basis as the "**Resulting Issuer Shares**"), following which all Viridian Shares shall be cancelled;

(b) each common share purchase warrant of Viridian (the "**Viridian Warrants**") issued and outstanding immediately prior to the Effective Time shall be assumed by the Resulting Issuer and exchanged for one replacement share purchase warrant (the "**Replacement Resulting Issuer Warrants**") of the Resulting Issuer that will entitle the holder of such Replacement Resulting Issuer Warrant to acquire one Resulting Issuer Share (i) at the same exercise price; and (ii) with the same expiry date, as was in effect for the Viridian Warrant previously held by them, following which all Viridian Warrants shall be cancelled;

(c) each common share of Subco ("**Subco Shares**") issued and outstanding immediately prior to the Effective Time shall be exchanged for one common share of Amalco ("**Amalco Shares**"), following which each Subco Share shall be cancelled; and

(d) The Company shall become the registered holder of all of the Amalco Shares and shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled, and Amalco will become a wholly-owned subsidiary of the Resulting Issuer.

The full text of the Amalgamation Agreement is available on the Company's SEDAR+ profile at www.sedarplus.ca.

BUSINESS OF THE MEETING IN RESPECT OF THE TRANSACTION

In connection with, and as a condition to, the completion of the Transaction, the Company intends to request that the Shareholders approve the following matters at the Meeting, each of which shall only come into effect if and when the Transaction is completed:

(a) decrease the number of directors of the Company to four (4) and elect as directors of the Company as the Resulting Issuer, Tyrell Sutherland, Alan Grujic, Lee Bowles, and Sebastien Charles (the "**Resulting Issuer Directors**");

(b) the consolidation of the Company's securities, including the Shares, on the basis of 0.46 of a post-consolidation security for every 1 pre-consolidation security held (the "**Consolidation**");

(c) change the Company's to "Viridian Metals Inc." or such other name as the directors may determine in their discretion and acceptable to the Exchange (the "**Name Change**"); and

(d) to consider, and if deemed appropriate, to pass, an ordinary resolution of the Shareholders, approving an amended and restated omnibus equity incentive plan (the "**Omnibus Plan**") for the Resulting Issuer under which the Resulting Issuer may issue, among other things: (i) stock options (ii) deferred share unit awards; and (iii) restricted share unit awards should the Transaction be completed, the whole text of the Omnibus Plan being attached as Schedule "B" to this Information Circular.

SHAREHOLDER APPROVAL IS NOT REQUIRED FOR THE TRANSACTION AND, AS SUCH, SHAREHOLDERS ARE NOT BEING ASKED TO APPROVE THE TRANSACTION.

The Transaction is very important to the Company, and the election of the Resulting Issuer Directors, the Consolidation, the Name Change and the adoption of the Omnibus Plan sought to be approved by the Shareholders at the Meeting are conditions, obligations and/or covenants to the Transaction and are therefore necessary to the completion of the Transaction.

The Company also advises Shareholders that there can be no assurance that the Amalgamation or the Transaction will be completed as proposed or at all. The terms of the Transaction as described above are subject to change whether as a result of the requirements of the Exchange or other applicable regulatory

authorities, or at the agreement of the parties. The Amalgamation Agreement also contains various termination provisions that may result in the Transaction being terminated in accordance therewith.

RESULTING ISSUER CAPITALIZATION

It is currently anticipated that immediately prior to the Effective Time and on a post-Consolidation basis there will be approximately (i) 2,852,000 common shares of the Company issued and outstanding, (ii) 285,196 stock options of the Company issued and outstanding, and (iii) 138,000 share purchase warrants of the Company issued and outstanding.

It is currently anticipated that immediately prior to the Effective Time there will be 45,818,328 Viridian Shares and 8,664,938 Viridian Warrants issued and outstanding.

It is currently anticipated that following the Effective Time there will be the following securities of the Resulting Issuer issued and outstanding: (i) 48,670,328 Resulting Issuer Shares, (ii) 285,196 stock options, and (iii) 8,802,938 share purchase warrants (including the Replacement Resulting Issuer Warrants).

It is currently anticipated that following the Effective Time: (i) the Shareholders will hold approximately 5.86% of the issued and outstanding Resulting Issuer Shares; and (ii) the Viridian Shareholders immediately prior to the Effective Time will hold approximately 94.14% of the issued and outstanding Resulting Issuer Shares.

The Transaction is being completed at deemed transaction price of C$0.26 per Resulting Issuer Share (on a post-Consolidation basis). The value of the consideration for the acquisition by The Company of the Viridian Shares pursuant to the Transaction is C$11,912,765.30.

Mr. Sabino Di Paola, a director of Coco, holds 100,000 common shares of Coco (approximately 1.61%). Mr. Di Paola also acts as Chief Financial Officer of Viridian (as defined below) and is currently the beneficial holder of 1,150,000 Viridian Shares (approximately 2.52%) and will hold 1,196,000 Resulting Issuer Shares (approximately 2.46%).

The issuance of Resulting Issuer Shares to Mr. Di Paola pursuant to the Transaction will be a “related party transaction” pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“**MI 61-101**”) as he is a director of Coco. Such issuance is exempt from (i) the formal valuation requirement of MI 61-101 pursuant to section 5.5(b) of MI 61-101, as neither the Shares are nor the Resulting Issuer Shares will be listed on any of the markets stated therein and (ii) such issuance does not require disinterested Shareholder approval as the value of the consideration to be received by Mr. Di Paola does not exceed 25% of the Company’s current market capitalization.

MATTERS TO BE BROUGHT BEFORE THE MEETING

1. FINANCIAL STATEMENTS, DIRECTORS REPORT, MANAGEMENT'S DISCUSSION AND ANALYSIS & ADDITIONAL INFORMATION

The Company's financial statements, including the accompanying notes and the auditor's report, and Management's Discussion and Analysis ("**MD&A**") for the year ended August 31, 2023 will be presented to the Shareholders at the Meeting. Shareholders may contact the Company to request copies of the financial statements and MD&A by: (i) mail to Suite 2000 - 1111 West Georgia Street, Vancouver, British Columbia, V6E 4G2; or (ii) by email to the Company's counsel at legal@smalleylawcorp.com.

Additional information relating to the Company may be found on its profile on SEDAR+ at www.sedarplus.ca. Financial information is provided in the Company's comparative financial statements and MD&A for the year ended August 31, 2023.

2. ELECTION OF DIRECTORS

The Board of Directors presently consists of seven (7) directors being Koby Smutylo, Mark S. Kowalski, Sebastien Charles, GuyLaine Charles, Daniel Nahon, Heather E. Sim and Sabino R. Di Paola (the "**Coco Directors**").

Shareholder approval will be sought at the Meeting to determine the number of directors at seven (7) for the ensuing year. The term of office of each present Coco Director expires at the Meeting. Management proposes to nominate the Coco Directors for election to the Board. As set out below, it is contemplated that each of the Coco Directors, other than Sebastien Charles will resign and will be replaced by the other Resulting Issuer Directors upon completion of the Qualifying Transaction.

At the Meeting, Shareholders will be asked to consider, and, if deemed appropriate, to pass, with or without variation, an ordinary resolution, the text of which is as follows (the "**Coco Election Resolution**"):

"BE IT HEREBY RESOLVED as an ordinary resolution of the Company that:

1. *the number of directors of the Company be fixed at seven (7);*

2. *the election of each of Koby Smutylo, Mark S. Kowalski, Sebastien Charles, GuyLaine Charles, Daniel Nahon, Heather E. Sim and Sabino R. Di Paola as directors of the Company to hold office until the next annual general meeting of the shareholders of the Company or until their successors are elected (including in connection with the Company's proposed qualifying transaction with Viridian Metals Corp.) is hereby approved; and*

3. *any officer or director of the Company is, and the agents of the Company are, hereby authorized and directed for and on behalf of the Company to execute and deliver, under corporate seal of the Company or otherwise, and all such other documents and instruments and to do all such other acts and things as in his or her opinion may be necessary or desirable to give full effect to the above resolutions."*

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Coco Election Resolution as set forth above and therein. The Company does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **proxies held by the persons designated as proxyholders in the accompanying Proxy will be voted for another nominee in their discretion unless the shareholder has specified in his or her form of proxy that his or her Shares are to be withheld from voting in the election of directors.** Each director elected will hold office from the date of the Meeting until the next annual general meeting of shareholders or until their

successors are elected or appointed (including in connection with the Transaction), unless his or her office is earlier vacated in accordance with the articles of the Company or the provisions of the *Business Corporations Act* (British Columbia).

The following table sets forth the names of the management nominees for election as directors; their offices and positions with the Company; the period of time that they have been directors; their present principal occupation, business or employment; and the number of Shares which are beneficially owned, directly or indirectly, or controlled or directed by them.

Name, Province and Country of Residence and Current Position with the Company	Director Since	Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised (1)	Principal Occupation for the Past Five Years (1)
Koby C.T. Smutylo Ottawa, ON *President, CEO and Director*	Sept. 15, 2021	500,000	Principal Consultant at 2510812 Ontario Inc. o/a Link from January 2020 to present. Lawyer at Koby Smutylo Law from January 2011 to present. CEO and Director of Wolfpack Brands Corporation from May 2019 to December 2020. Founder, COO and Director of Indiva Limited from 2015 to January 2019.
Sebastien Charles Gatineau, QC *CFO, Corporate Secretary and Director*	Nov. 19, 2021	500,000	Partner at CFM Financial Consulting Inc. from March 2015 to present. President and COO of Akyucorp Ltd. operating as The Best You from 2016 to July 2024.
Mark S. Kowalski Ottawa, ON *Director*	Jan. 11, 2022	500,000	President of Kowalski CPA Professional Corporation from November 2017 to present.
Daniel Nahon (2) Ottawa, ON *Director*	March 1, 2022	1,000,000	Self employed Medical Device Consultant and principal owner and manager of commercial real estate.

Name, Province and Country of Residence and Current Position with the Company	Director Since	Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised (1)	Principal Occupation for the Past Five Years (1)
GuyLaine Charles New York, USA *Director*	January 5, 2022	500,000	Founder and lawyer at Charles Law PLLC from September 2019 to present. Partner at Teigland-Hunt LLP from May 2008 to August 2019.
Heather E. Sim (2) Burnaby, BC *Director*	March 1, 2022	100,000	President of Treewalk (formerly ACM Management Inc.) from September 2019 to present. CFO of DMG Blockchain Solutions Inc. from August 2021 to present. CFO of VSBLTY Groupe Technologies Corp. from March 2020 to August 2021.
Sabino Di Paola (2) Orleans, ON *Director*	July 12, 2023	100,000	Self Employed Accountant and CFO since 2008.

Notes:
(1) Based on information as a August 12, 2024 as provided by the Directors themselves.
(2) Current member of the Audit Committee.

3. ELECTION OF RESULTING ISSUER DIRECTORS

At the Meeting, shareholders of the Company will be asked to fix, conditional upon and effective as of the completion of the Transaction, the number of directors of the Company at four (4), and to elect the Resulting Issuer Directors. If the Transaction is completed, it will be desirable to decrease the size of the Board of the Resulting Issuer (the "**Resulting Issuer Board**") from seven (7) directors to four (4) directors and to elect four (4) directors, being the Resulting Issuer Directors, to the Resulting Issuer Board, with the Resulting Issuer Directors to take office upon completion of the Transaction.

It is proposed that the Resulting Issuer Directors, consisting of Tyrell Sutherland, Alan Grujic, Lee Bowles and Sebastien Charles will succeed the Coco Directors upon completion of the Transaction.

At the time of the Meeting, the Transaction will not yet have been completed and there can be no assurance that it will be completed.

At the Meeting, Shareholders will be asked to consider, and, if deemed appropriate, to pass, , with or without variation, an ordinary resolution, the text of which is as follows (the "**Election Resolution**"):

"BE IT HEREBY RESOLVED *as an ordinary resolution of the Company that:*

1. *conditional upon, and effective as of the completion of the Transaction (as defined in the management information circular of the Company dated August 12, 2024), the number of directors of the Company be fixed at four (4);*

2. *as part of the closing of the Transaction, the election of each of Tyrell Sutherland, Alan Grujic, Lee Bowles and Sebastien Charles as directors of the Company to hold office from the effective time of the Transaction until the next annual general meeting of the shareholders of the Company or until their successors are elected, is hereby approved; and*

3. *any officer or director of the Company is, and the agents of the Company are, hereby authorized and directed for and on behalf of the Company to execute and deliver, under corporate seal of the Company or otherwise, and all such other documents and instruments and to do all such other acts and things as in his or her opinion may be necessary or desirable to give full effect to the above resolutions."*

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Election Resolution as set forth above and therein. The Company does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **proxies held by the persons designated as proxyholders in the accompanying Proxy will be voted for another nominee in their discretion unless the shareholder has specified in his or her form of proxy that his or her Shares are to be withheld from voting in the election of directors.** Each director elected as a Resulting Issuer Director will hold office from the completion of the Transaction until the next annual general meeting of shareholders or until their successors are elected or appointed, unless his or her office is earlier vacated in accordance with the articles of the Company or the provisions of the *Business Corporations Act* (British Columbia). If the Transaction is not completed, the current directors of the Company will continue to hold office until the next annual general meeting of shareholders or until their successors are elected or appointed.

The following table sets forth certain information regarding each of the proposed Resulting Issuer Directors, other than Sebastien Charles, whose information is set out the table above relating to the Coco Directors, including their names, their jurisdiction and municipality of residence, all offices of the Company to be held by them upon completion of the Transaction, their principal occupation, the period of time for which they been directors of the Company, and the number of Shares beneficially owned by them, directly or indirectly, or over which they exercise control or direction, as of the date of this Information Circular:

Name, Province and Country of Residence and Current Position with the Company	Director Since	Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised[(1)]	Principal Occupation for the Past Five Years[(1)]
Tyrell Sutherland Almonte, Ontario, Canada *Director Nominee*	N/A	Nil	CEO of Viridian Metals Corp. Regional Exploration Manager, Auteco Minerals Ltd.

Name, Province and Country of Residence and Current Position with the Company	Director Since	Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised[(1)]	Principal Occupation for the Past Five Years[(1)]
Alan Grujic[(2)] San Rafael, California, USA *Director Nominee*	Nil	Nil	Co-CEO of Silvertrain AI Inc. Managing Member of Coherion Group LLC Managing Member of All of Us Financial LLC
Lee Bowles[(2)] Toronto, Ontario, Canada *Director Nominee*	Nil	Nil	CEO of Ironstone Capital Corp. Capital Markets Consulting

Notes:
(1) Based on information as at August 12, 2024 as provided by the proposed Resulting Issuer Directors themselves.
(2) Proposed member of the Audit Committee. Sebastien Charles will be the third member of the Audit Committee.

Below is additional biographical information on the proposed Resulting Issuer Directors:

Tyrell Sutherland – Proposed President, CEO and Resulting Issuer Director

Mr. Sutherland is a professional geologist with over 15 years in the exploration industry. He was instrumental in Auteco Mineral's acquisition and management of the Pickle Crow Project, increasing resources by 500% to >2 Moz within 24 months. He served in exploration roles with Ivanhoe Mines, Kirkland Lake Gold, Goldcorp, Anglo-Gold Ashanti and senior exploration roles with Auteco Minerals and TerreX Minerals. He was on the board of Levon Resources during their merger with Discovery Metals in 2019. His experience spans 4 continents and all stages of the exploration to development pipeline. He has worked extensively with First Nations, advising the Nacho Nyak Dun Development Corporation in relation to the mining industry since 2019.

Alan Grujic – Proposed Resulting Issuer Director

Alan Grujic, a Toronto-born innovator, has a background in engineering and finance. He co-founded Infinium Group, a trading firm, and Galiam Capital, a hedge fund with a quantitative edge. More recently he created All of Us Financial, a venture that was acquired by PayPal. In 2023, Grujic ventured into advisory roles in AI and biosecurity, and is now pioneering an AI consulting startup.

Lee Bowles – Proposed Resulting Issuer Director

Mr. Bowles brings over 25 years of investment experience with several independent investment dealers in Toronto, New York and London. He is credited with helping build one of Canada's leading resource focused investment dealers. Most recently, he provided institutional equity sales coverage with a focus on European based institutions. He has held board positions on several Canadian listed explorers and was a board member of Levon Resources prior to their merger with Discovery Metals in 2019.

Sebastien Charles – Current and Proposed Resulting Issuer Director

Mr. Charles has over 25 years of varied business experience. Mr. Charles obtained a B. Comm with a specialization in management information systems from the University of Ottawa. In 2006 he obtained an MBA from the University of Quebec in Montreal, is a Chartered Professional Accountant and has completed the Canadian Securities Course (CSC).

Mr. Charles been a partner at CFM Financial Consulting Inc. since March 2015 specializing in advising on strategic planning, general business consulting, mergers, divestitures, acquisitions, raising capital through private and/or institutional lending.

Mr. Charles has worked in the business services, manufacturing, healthcare and retail industries. He was most recently President and COO of The Best You, a chain of Medical Aesthetics and Skin Cancer Care clinics in Ontario.

Corporate Cease Trade Orders or Bankruptcies

Except as disclosed below, no proposed director, officer or promoter of the Company or the Resulting Issuer or a securityholder of the Company or a securityholder anticipated to hold a sufficient number of securities of the Resulting Issuer to affect materially the control of the Company or Resulting Issuer, as applicable, within 10 years before the date of this Information Circular, has been a director, officer or promoter of any Person or Company that, while that Person was acting in that capacity, was the subject of a cease trade or similar order, or an order that denied the other issuer access to any exemptions under applicable securities law, for a period of more than 30 consecutive days, or 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.

Heather E. Sim was Chief Financial Officer of DMG Blockchain Solutions Inc. ("DMG") which was issued, at request of DMG, a Management Cease Trade Order ("MCTO") by the BC Securities Commission ("BCSC") on January 31, 2022 for failure to file its audited annual financial statements for the year ended September 30, 2021 and related management's discussion and analysis (collectively, the "2021 Annual Financial Statements") by the required filing date. The 2021 Annual Financial Statements were filed on March 22, 2022 and the MCTO was revoked by the BCSC on March 24, 2022.

Sabino R. Di Paola was Chief Financial Officer of Vanoil Energy Ltd. ("Vanoil") which was issued, a Cease Trade Order ("CTO") by the BCSC on February 3, 2017 for failure to file its audited annual financial statements for the year ended September 30, 2016 and related management's discussion and analysis by the required filing date. Mr. Di Paola resigned as CFO of Vanoil in June 2017 and the CTO remains active.

Kobina C. T. Smutylo was Chief Executive Officer of Wolf Pack Brands Corporation ("Wolfpack") which was issued, a CTO by the BCSC on December 5, 2019 for failure to file its interim financial statements for the period ended September 30, 2019 and related management's discussion and analysis by the required filing date. Mr. Smutylo resigned as CEO of Wolfpack on December 19, 2019 and the CTO was revoked on January 6, 2020.

Penalties or Sanctions

No proposed director, officer or promoter of the Company or the Resulting Issuer, or a securityholder of the Company or a securityholder anticipated to hold sufficient securities of the Resulting Issuer to affect materially the control of the Company or Resulting Issuer, as applicable, has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body, including a self-regulatory body, that would

be likely to be considered important to a reasonable securityholder making a decision about the Transaction.

Personal Bankruptcies

No proposed director, officer or promoter of the Company or the Resulting Issuer, or a securityholder of the Company, or a securityholder anticipated to hold sufficient securities of the Resulting Issuer to affect materially the control of the Company or Resulting Issuer, as applicable, or a personal holding company of any such Persons has, within the 10 years before the date of this Information Circular become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director, officer or promoter.

4. APPOINTMENT OF AUDITORS

Shareholders will be asked to vote for the appointment of Davidson & Company LLP, Chartered Professional Accountants ("**Davidson**"), to serve as auditors of the Company to hold office until the next annual general meeting of the shareholders or until such firm is removed from office or resigns as provided by law and to authorize the Board of the Company to fix the remuneration to be paid to Davidson, of Suite 1200 – 609 Granville Street, Vancouver, British Columbia, V7Y 1G6. Davidson was first appointed as auditor of the Company in May 2022. The Resulting Issuer contemplates replacing Davidson & Company LLP with McGovern Hurley LLP upon and subject to the closing the Transaction.

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the appointment of Davidson & Company LLP as auditors as set forth above and therein.

Recommendation: Management recommends shareholders to vote for the approval of the appointment of Davidson as the Company's auditors at remuneration to be fixed by the Board of the Company.

5. CONDITIONAL CONSOLIDATION

At the Meeting, shareholders will be asked to consider and, if thought appropriate, to pass a special resolution authorizing the Board to effect a share consolidation on a basis of 0.46 of a post-Consolidation Share for each pre-Consolidation Share then issued or authorized, or such other ratio (but only as would result in there being more post-Consolidation Shares issued and outstanding upon the Consolidation being made effective), as the Board may determine pursuant to the terms of the Transaction.

As the Consolidation will only be effected if the Transaction is completed, the Board may determine not to implement the Consolidation after the Meeting and after receipt of necessary Shareholder and regulatory approvals, including that of the Exchange, without further action on the part of the Shareholders.

If approved and implemented, the Consolidation will occur immediately prior to the closing of the Transaction in respect of all of the Shares, and the consolidation ratio will be the same for all of such Shares then outstanding. If the Shareholders do not approve the Consolidation, the Company's share structure will remain as it currently exists and the Transaction may not be completed.

Effect of Consolidation

The principal effects of the Consolidation will be that the number of Shares issued and outstanding will be reduced from 6,200,000 (as of the date hereof) to approximately, without giving effect to the cancellation of fractional Shares, 2,852,000 (based on a 0.46 of a post-consolidation Share for each pre-consolidation Share ratio) or such other number based on the consolidation ratio (which ratio shall only result in result in

there being more post-Consolidation Shares issued and outstanding upon the Consolidation being made effective) as determined by the Board pursuant to the Transaction.

No fractional Shares will be issued as a result of the Consolidation. In the event that the Consolidation would otherwise result in a Shareholder holding a fraction of a Share, such fractional Share, if less than one-half, shall be rounded down to zero and, if equal to or greater than one-half, shall be rounded up to one and added to the number of Shares which the Shareholder is entitled to receive.

The Consolidation will not materially affect any Shareholder's percentage ownership in the Company, although such ownership will be represented by a smaller number of post-Consolidation Shares. The Consolidation may lead to an increase in the number of Shareholders who will hold "odd lots"; that is, a number of Shares not evenly divisible into board lots (a board lot is either 100, 500 or 1,000 shares, depending on the price of the shares). As a general rule, the cost to Shareholders transferring an odd lot of Shares may be somewhat higher than the cost of transferring a "board lot". Nonetheless, the Board believes that, despite the potential increased cost to Shareholders in transferring odd lots of post-Consolidation Shares, the Consolidation is in the best interest of all Shareholders as the Consolidation is a condition to complete the Transaction.

Effect on Convertible Securities and Warrants

The exercise or conversion price and/or the number of Shares issuable under any outstanding convertible securities, including under any outstanding stock options and warrants will be proportionately adjusted upon the implementation of the Consolidation, in accordance with the terms of such securities, on the same basis as the Consolidation of the Shares.

Tax Effect

The Consolidation will not give rise to a capital gain or loss under the Income Tax Act (Canada) for a Shareholder who holds such Shares as capital property. The adjusted cost base to the Shareholder of the post consolidated Common Shares immediately after the consolidation will be equal to the aggregate adjusted cost base to the shareholder of the pre-Consolidation Shares immediately before the Consolidation.

Implementation of the Consolidation

The Consolidation is subject to the completion of the Transaction and receipt of all required regulatory approvals, including approval from the Exchange, and by Shareholders at the Meeting. If these approvals are received, the Consolidation may be effected at a time determined by the Board at any time until the completion or termination of the Transaction, whichever is first.

As soon as practicable after the Consolidation becomes effective, shareholders will be notified that the Consolidation has been effected. The Company expects that Odyssey will act as exchange agent for purposes of implementing the exchange of share certificates.

Notwithstanding receipt of the necessary approvals, the Company may determine not to proceed with the Consolidation at the discretion of the Board.

Procedure for Registered Shareholders

If the Consolidation Resolution (as defined below) is approved by Shareholders at the Meeting and implemented by the Board, a letter of transmittal will be mailed to Registered Shareholders (the "**Letter of Transmitta**l") providing instructions with respect to exchanging their certificates representing pre-Consolidation Shares for post-Consolidation Shares. In order to obtain a certificate(s) representing the post-Consolidation Shares if and after giving effect to the Consolidation, each Shareholder will be requested to complete and execute the Letter of Transmittal and deliver the same to Odyssey, who act as the Company's

depositary, together with the share certificate(s) or statement pursuant to the direct registration system (a "**DRS Statement**") (if required by Odyssey) in accordance with the instructions set out in the Letter of Transmittal. The certificates and/or DRS Statements that are surrendered shall be exchanged for new certificates or DRS Statements representing the number of post-Consolidation Shares to which such Shareholder is entitled as a result of the Consolidation. No delivery of a new certificate or DRS Statement to a Shareholder will be made until the Shareholder has surrendered its existing certificate or if required its DRS Statement. Until surrendered, each share certificate or DRS Statement representing pre-Consolidation Shares, assuming the Consolidation is implemented, shall be deemed for all purposes to represent the number of post-Consolidation Shares to which the holder is entitled as a result of the Consolidation.

If the Board implements the Consolidation, Shareholders who do not deliver their pre-Consolidation Share certificates representing pre-Consolidation Shares and all other required documents to Odyssey on or before the sixth anniversary of the effective date of the Consolidation will lose their rights to receive post-Consolidation Shares in exchange for their existing pre-Consolidation Shares.

Shareholders are advised NOT to mail in the certificates representing their Shares until they receive a Letter of Transmittal and confirmation from the Company by way of news release that the Board has decided to effect the Consolidation.

Non-Registered Shareholders

Non-registered Shareholders holding the Shares through a bank, broker or other nominee should note that such banks, brokers or other nominees may have different procedures for processing the Consolidation than those put in place by the Company for registered Shareholders. If you hold Shares with such bank, broker or other nominee and if you have questions in this regard, you are encouraged to contact your nominee to obtain instructions for processing the Consolidation.

No Dissent rights

Under the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), Shareholders do not have any dissent and appraisal rights with respect to the proposed Consolidation.

Shareholder Approval Authorizing the Consolidation

Shareholders will be asked to consider and, if deemed advisable, to authorize and approve the Consolidation Resolution. Pursuant to the provisions of the Articles of the Company and the BCBCA, in order to be effective, the Consolidation Resolution must be approved by 66⅔% of the votes cast in respect thereof by Shareholders present in person or represented by proxy at the Meeting.

Therefore, at the Meeting, shareholders will be asked to approve a special resolution substantially in the following form (the "**Consolidation Resolution**"):

"BE IT HEREBY RESOLVED *as a special resolution of the Company that:*

1. *The Company is hereby authorized to alter its share structure by consolidating the issued and outstanding common shares of the Company by exchanging 1 common share of the Company, into 0.46 of a common share of the Company, or such greater amount as the directors of the Company may determine provided that in the event that the consolidation would otherwise result in a shareholder holding a fraction of a common share, such fractional share, if less than one-half, shall be rounded down to zero and, if equal to or greater than one-half, shall be rounded up to one and added to the number of common shares which the shareholder is entitled to receive (the "**Consolidation**").*

2. *Any officer or director of the Company is hereby authorized and directed for and on behalf of the Company to execute and deliver, under corporate seal of the Company or otherwise all documents and*

instruments and to do all such other acts and things as in his or her opinion may be necessary or desirable to give full effect to the above resolutions.

3. *Notwithstanding that this resolution has been passed by the shareholders of the Company, the board of directors be and are hereby authorized and empowered, without further approval of the shareholders of the Company, to determine the consolidation ratio as authorized above, or revoke this resolution at any time before the Consolidation becomes effective."*

Recommendation

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Consolidation Resolution as set forth above and therein.

The Board recommends that Shareholders vote in favour of the above Consolidation Resolution. In the absence of instructions to the contrary, the enclosed proxy will be voted in favour of the Consolidation Resolution. In the event that the Transaction is not completed, the Consolidation will not be completed.

6. CONDITIONAL CHANGE OF NAME

At the Meeting, shareholders will be asked to consider and, if thought appropriate, to pass a special resolution authorizing the change of the Company's name to "Viridian Metals Inc." or such other name as the Board may determine in their discretion and acceptable to the Exchange, at a time to be determined by the Board pursuant to the terms of the Transaction. The purpose of the Name Change is to have a corporate name that better reflects the Resulting Issuer's business which will be the business of Viridian following the completion of the Transaction. If approval of the Shareholders and the Exchange is obtained, the Name Change will take place in connection with the completion of the Transaction. If the Shareholders do not approve the Name Change, the Company's name will remain Coco Pool Corp. and the Transaction may not be completed.

As the Name Change will only be effected if the Transaction is completed, the Board may determine not to implement the Name Change after the Meeting and after receipt of necessary Shareholder and regulatory approvals, without further action on the part of the Shareholders. The Name Change is subject to the approval and acceptance of the BC Registrar of Companies and the Exchange.

Pursuant to the provisions of the Articles of the Company and the BCBCA, in order to be effective, the Consolidation Resolution must be approved by 66⅔% of the votes cast in respect thereof by Shareholders present in person or represented by proxy at the Meeting.

Therefore, at the Meeting, shareholders will be asked to approve a special resolution substantially in the following form (the "**Name Change Resolution**"):

***"BE IT HEREBY RESOLVED** as a special resolution of the Company that:*

1. *Effective upon the filing of a Notice of Alteration to a Notice of Articles with the British Columbia Registrar of Companies, the name of the Company be changed from Coco Pool Corp. to Viridian Metals Inc. or such other name as the directors may determine in their discretion.*

2. *The Articles of the Company be altered accordingly.*

3. *Any officer or director of the Company is, and the agents of the Company are, hereby authorized and directed for and on behalf of the Company to execute and deliver, under corporate seal of the Company or otherwise, all such documents and instruments and to do all such other acts and things as in his or her opinion may be necessary or desirable to give full effect to the above resolutions.*

4. *Notwithstanding that this resolution has been passed by the shareholders of the Company, the board of directors be and are hereby authorized and empowered, without further approval of the shareholders of the Company, to revoke this resolution at any time before the Notice of Articles to be issued by the British Columbia Registrar of Companies upon receipt of such Notice of Alteration becomes effective."*

Recommendation

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Name Change Resolution as set forth above and therein.

The Board recommends that Shareholders vote in favour of the above Name Change Resolution. In the absence of instructions to the contrary, the enclosed proxy will be voted in favour of the Name Change Resolution. In the event that the Transaction is not completed, the Name Change will not be completed.

7. STOCK OPTION PLAN

Summary of Stock Option Plan

The Company has adopted a stock option plan (the "**Stock Option Plan**") dated November 8, 2023. The purpose of the Stock Option Plan, pursuant to which the Company may grant stock options, is to recognize contributions made by its key individuals and to create an incentive for their continuing assistance to the Company and its Affiliates. The Stock Option Plan provides an incentive for and encourages ownership of the Shares by its key individuals so that they may increase their stake in the Company and benefit from increases in the value of the Shares. Pursuant to the Stock Option Plan:

- the maximum number of shares reserved for issuance thereunder is 10% of the common shares issued and outstanding at the date of the Company's initial public offering;
- the maximum number of Shares reserved for issuance in any 12-month period to any one optionee, other than a consultant or persons engaged in investor relations activities may not exceed 5% of the issued and outstanding Shares at the date of the grant, unless the Company has obtained disinterested shareholder approval;
- the maximum number of Shares reserved for issuance in any 12-month period to any consultant may not exceed 2% of the issued and outstanding Shares at the date of the grant while the maximum number of Shares reserved for issuance in any 12-month period to all persons engaged in investor relations activities may not exceed 2% of the issued and outstanding number of Shares at the date of the grant;
- while the Company is a CPC, it is prohibited from granting options to any person providing investor relations activities, promotional or market–making services;
- the expiry date of the stock options is set by the board of directors at the time the options are granted, for a period of up to 10 years from the date of grant;
- stock options may be exercised for a period of 90 days following the date the optionee ceases to be a director, officer, employee or consultant of the Company or its Affiliates, provided that if the cessation of such position or arrangement was by reason of death or disability, the option may be exercised within a maximum period of one year after such death or disability, subject to the expiry date of such option; and if the optionee was engaged to provide investor relations services, the optionee has 30 days from the date of cessation, subject to expiry date of the stock options; and
- while the Company is a CPC, the CPC Policy imposes certain restrictions on the Persons eligible to be granted stock options and certain terms on the Stock Option Plan.

The full text of the Stock Option Plan is set forth in Schedule "A".

If the Transaction closes, the Stock Option Plan will be replaced with the Omnibus Plan as discussed below. If the Transaction does not close, the Omnibus Plan will not be implemented and the Stock Option Plan will remain as implemented as at the date hereof.

Pursuant to the provisions of the Articles of the Company and the BCBCA, in order to be effective, the Stock Option Plan Resolution (as defined below) must be approved by a simple majority of the votes cast in respect thereof by Shareholders present in person or represented by proxy at the Meeting.

Therefore, at the Meeting, shareholders will be asked to consider, and if deemed appropriate, approve, with or without variation, a special resolution substantially in the following form (the "**Stock Option Plan Resolution**"):

"BE IT HEREBY RESOLVED *as a ordinary resolution of the Company that:*

1. *the stock option plan of the Company be approved substantially in the form attached as Schedule "A" to the Company's Information Circular dated August 12, 2024 (the "**Stock Option Plan**") and the Stock Option Plan be and is hereby ratified, approved and adopted as the Stock Option Plan of the Company;*

2. *the form of the Stock Option Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Company; and*

3. *any officer or director of the Company is, and the agents of the Company are, hereby authorized and directed for and on behalf of the Company to execute and deliver, under corporate seal of the Company or otherwise, all such documents and instruments and to do all such other acts and things as in his or her opinion may be necessary or desirable to give full effect to the above resolutions.*

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Stock Option Plan Resolution as set forth above and therein.

Recommendation: Management recommends that Shareholders vote in favour of the Stock Option Plan Resolution. In the absence of instructions to the contrary, the enclosed proxy will be voted in favour of the Stock Option Plan Resolution.

8. OMNIBUS PLAN

The Board adopted an omnibus equity incentive plan (the "**Omnibus Plan**") as of August 12, 2024 conditional upon, and effective as of the completion of the Transaction. The adoption is subject to the approval of Shareholders to be obtained at the Meeting and the Omnibus Plan is intended to replace the Stock Option Plan conditional upon, and effective as of the completion of the Transaction. The Board determined that it is desirable to have a wide range of incentive awards, including stock options ("**Options**"), restricted share units ("**RSUs**"), performance share units ("**PSUs**"), and deferred share units ("**DSUs**") to attract, retain and motivate employees, directors, executive officers and consultants of the Resulting Issuer.

Following is a summary of the Omnibus Plan, which is qualified in its entirety by the full text of the Omnibus Plan is attached to this Information Circular as Schedule "B". Any capitalized undefined term in this section shall have meaning ascribed to it in the Omnibus Plan. The Omnibus Plan is subject to the approval of the Exchange.

The Omnibus Plan is a combined 10% rolling stock option plan and a fixed security based compensation plan, and permits the Resulting Issuer to grant Options, RSUs, PSUs, DSUs and Other Share-Based Awards (subject to prior acceptance of the Exchange) (individually an "**Award**" or collectively "**Awards**") to eligible Participants (as defined in the Omnibus Plan). The Omnibus Plan will only become effective upon

the closing of the Transaction and is subject to approval by the Shareholders at the Meeting. Subject to the policies of the Exchange, the Omnibus Plan will require to be ratified by the shareholders of the Resulting Issuer at each annual general meeting and will continue to be effective until the date it is terminated by the Resulting Issuer Board in accordance with the Omnibus Plan. Subject to compliance with the policies of the Exchange, all outstanding Options granted under the Stock Option Plan (the "**Predecessor Options**") shall continue to be outstanding as Awards, provided however that that all Predecessor Options will remain in force in accordance with their existing terms.

The purpose of the Omnibus Plan is to: (i) provide the Resulting Issuer with a mechanism to attract, retain and motivate highly qualified directors, officers, employees and consultants of the Resulting Issuer and its affiliates; (ii) align the interests of Participants with that of other shareholders of the Resulting Issuer generally; and (iii) enable and encourage Participants to participate in the long-term growth of the Resulting Issuer through the acquisition of Resulting Issuer Shares as long-term investments.

Under the Omnibus Plan, the aggregate number of Resulting Issuer Shares reserved for issuance pursuant to Awards of Options granted under the Omnibus Plan (including the Predecessor Options) shall not exceed 10% of the Resulting Issuer's total issued and outstanding Resulting Issuer Shares from time to time.

In respect of DSUs, RSUs or PSUs, the aggregate number of Resulting Issuer Shares reserved for issuance pursuant to Awards other than for Options granted under the Omnibus Plan shall not exceed 10% of the Resulting Issuer Shares.

To the extent any Awards other than for Options (or portion(s) thereof) under the Omnibus Plan terminate or are cancelled for any reason prior to exercise, then any Resulting Issuer Shares subject to such Awards (or portion(s) thereof) shall be added back to the number of Resulting Issuer Shares reserved for issuance under the Omnibus Plan and will again become available for issuance pursuant to the exercise of Awards (other than for Options) granted under the Omnibus Plan. Resulting Issuer Shares will not be deemed to have been issued pursuant to the Omnibus Plan with respect to any portion of an Award (other than for Options) that is settled in cash.

The following is a summary of the terms and conditions of the Omnibus Plan:

(a) the Resulting Issuer Board may grant Awards to employees, officers and directors of, and consultants to, the Resulting Issuer and its subsidiaries;

(b) the aggregate number of Resulting Issuer Shares reserved for issuance pursuant to Awards of Options granted under the Omnibus Plan (including the Predecessor Options) shall not exceed 10% of the issued and outstanding Resulting Issuer Shares from time to time;

(c) the aggregate number of Resulting Issuer Shares reserved for issuance pursuant to Awards other than for Options granted under the Omnibus Plan shall not exceed 10% of the Resulting Issuer Shares;

(d) the total number of Resulting Issuer Shares reserved for issuance upon the exercise of Awards by any one person cannot exceed, during any twelve-month period, 5% of the number of outstanding Resulting Issuer Shares;

(e) the total number of the Resulting Issuer Shares reserved for issuance upon the exercise of Awards by any one Consultant cannot exceed, during any twelve-month period, 2% of the number of outstanding Resulting Issuer Shares;

(f) the total number of the Resulting Issuer Shares reserved for issuance upon the exercise of Options by any person conducting investor-relation activities cannot exceed, during any twelve month period, 2% of the number of outstanding Resulting Issuer Shares;

(g) the maximum aggregate number of Resulting Issuer Shares that are issuable pursuant to all Security Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the Issued Resulting Issuer Shares at any point in time, unless the approval of the disinterested shareholders of the Resulting Issuer is obtained;

(h) the maximum aggregate number of Resulting Issuer Shares that are issuable pursuant to all Security Based Compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the Resulting Issuer Shares, calculated as at the date any Security Based Compensation is granted or issued to any Insider, unless the approval of the disinterested shareholders of the Resulting Issuer is obtained;

(i) the exercise price of Options is determined by the Resulting Issuer Board at the time options are granted, but cannot be less than the Discounted Market Price as of the day on which such Options are granted;

(j) subject to the requirements of the Exchange, the Resulting Issuer Board has the discretion to set the terms of any vesting schedule for each Award granted, including discretion to: (a) permit partial vesting in stated percentage amounts based on the length of time between the date on which an Award is granted and the expiry date of such Award; and (b) permit full vesting after a stated period of time has passed from the date on which an Award is granted. Notwithstanding the foregoing (i) any Options issued to Investor Relations Service Providers must vest in stages over a period of not less than 12 months with no more than ¼ of such Options vesting in any three month period; and (ii) no security based compensation (other than Options or securities issued pursuant to a share purchase plan) may vest before one year from date of issuance or grant;

(k) Awards expire as determined by the Resulting Issuer Board with a maximum of ten years after the date of grant;

(l) if a Participant ceases to be eligible under the Omnibus Plan due to a termination for cause, all Awards held by the Participant lapse on that date, unless otherwise determined by the Resulting Issuer Board;

(m) if a Participant dies, any Award held by the Participant may be exercised at the latest on the date of expiry of the Award or one year after the date of death, whichever occurs first, after which the Award lapses;

(n) if a Participant ceases to be eligible under the Omnibus Plan otherwise than for cause or death, any Award held by the Participant may be exercised for a period of 90 days after the date of such ineligibility (30 days in the case of a Participant performing investor-relation activities), after which the Award lapses;

(o) the exercise price is payable in full at the time an Option is exercised;

(p) Awards are non-assignable and non-transferable, other than by the laws of succession, provided that, subject to prior approval of the Resulting Issuer Board and the Exchange, an Award may be assigned to a corporation controlled by a Participant;

(q) if the Resulting Issuer is required under the Income Tax Act (Canada) or any other applicable law to remit to any governmental authority an amount on account of tax on the value of any taxable benefit associated with the exercise of an Option by a Participant, then the Participant shall, concurrently with the exercise of the Option:

    i. pay to the Resulting Issuer, in addition to the exercise price for the Options, sufficient cash as is determined by the Resulting Issuer, in its sole discretion, to be the amount necessary to fund the required tax remittance;

ii. authorize the Resulting Issuer, on behalf of the Participant, to sell in the market, on such terms and at such time or times as the Resulting Issuer determines, in its sole discretion, such portion of the Resulting Issuer Shares being issued upon exercise of the Option as is required to realize cash proceeds in an amount necessary to fund the required tax remittance;

iii. or (iii) make other arrangements acceptable to the Resulting Issuer, in its sole discretion, to fund the required tax remittance;

(r) in the event that a bona fide offer for the Resulting Issuer Shares is made to shareholders generally, outstanding Options may be exercised in whole or in part so as to permit the Participant to tender the Resulting Issuer Shares issued upon such exercise;

(s) the Plan Administrator may, without the consent of any Participant, take such steps as it deems necessary or desirable, including to cause outstanding Awards to vest and become exercisable, realizable, or payable, or restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of a Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such Change in Control provided that such Participant ceases to be an eligible Participant under this Plan upon such Change of Control;

(t) notwithstanding the provisions of Section 10.1 of the Omnibus Plan, but subject to compliance with the policies of the Exchange, the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in such Section, or in an employment agreement, Award Agreement or other written agreement between the Resulting Issuer or a subsidiary of the Resulting Issuer and the Participant, permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards, all in the manner and on the terms as may be authorized by the Plan Administrator and with respect to Awards to U.S. Taxpayers, in a manner that does not result in adverse tax consequences under Section 409A of the Code;

(u) Options granted to Investor Relations Service Providers cannot be accelerated without the prior acceptance of the Exchange;

(v) subject to Section 12.8(d) of the Omnibus Plan and except as otherwise provided in an Award Agreement, no settlement date for any RSU or PSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any RSU or PSU, under Section 6.4 or 7.6 of the Omnibus Plan any later than the final Business Day of the third calendar year following the year in which the RSU or PSU is granted;

(w) in taking any of the steps provided in Sections 11.3 and 11.4 of the Omnibus Plan, the Plan Administrator will not be required to treat all Awards similarly and where the Plan Administrator determines that the steps provided in Sections 11.3 and 11.4 would not preserve proportionately the rights, value and obligations of the Participants holding such Awards in the circumstances or otherwise determines that it is appropriate, the Plan Administrator may, but is not required, to permit the immediate vesting of any unvested Awards, other than any Options granted to an Investor Relations Service Provider and subject to Section 4.6 of Exchange Policy 4.4;

(x) unless otherwise determined by the Plan Administrator and set forth in the particular Award Agreement, and subject to the restrictions of the Exchange set out in Subsection 3.7(a) of the Omnibus Plan, as part of a Participant's grant of DSUs, PSUs or RSUs (as applicable) and in respect of the services provided by the Participant for such original grant, DSUs, PSUs and RSUs (as applicable) shall be credited with dividend equivalents in the form of additional DSUs, PSUs or RSUs, as applicable, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be in the amount a Participant would have received if the DSUs, PSUs or RSUs had been settled for Shares on the record date of such dividend. Dividend equivalents credited to a Participant's account shall be subject to the same terms and conditions, including vesting and time of settlement, as the DSUs, PSUs or RSUs, as

applicable, to which they relate. Notwithstanding any other terms of the Omnibus Plan, if the number of securities issued as dividend equivalents, together with all of the Resulting Issuer's other share-based compensation would exceed any of the limits set forth in the Omnibus Plan or Exchange Policy 4.4, then the Resulting Issuer may make payment for such dividend in cash to the extent that it does not have a sufficient number of Shares available under the Omnibus Plan to satisfy its obligations in respect of such dividends;

(y) subject to prior approval by the Board, where the Resulting Issuer has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to a Participant to purchase the Shares underlying Options, the Participant may borrow money from such brokerage firm to exercise Options. The brokerage firm will then sell a sufficient number of Shares to cover the Exercise Price of such Option in order to repay the loan made to the Participant. The brokerage firm will receive an equivalent number of Shares from the exercise of such Options and the Participant will receive the balance of the Shares or the cash proceeds from the balance of such Shares;

(z) subject to prior approval by the Board, a Participant, excluding Options held by any Investor Relations Service Provider, may elect to surrender for cancellation to the Resulting Issuer any vested Option. The Resulting Issuer will issue to the Participant, as consideration for the surrender of the Option, that number of Option Shares (rounded down to the nearest whole number) determined on a net issuance basis in accordance with a formula set forth in Section 4.7 of the Omnibus Plan.

At the Meeting, Shareholders will be asked to consider, and if deemed appropriate, to pass, with or without variation, an ordinary resolution (the "**Omnibus Plan Resolution**") in the form set forth below, subject to such amendments, variations or additions as may be approved at the Meeting, ratifying, confirming and approving the Omnibus Plan:

*"**BE IT HEREBY RESOLVED** as a ordinary resolution of the Company that:*

1. *the adoption of the Company's omnibus equity incentive plan upon completion of the Company's Qualifying Transaction with Viridian Metals Corp. (the "**Transaction**") and as attached to the Company's Information Circular dated August 12, 2024 as Schedule "B" (the "**Omnibus Plan**") be and is hereby ratified, confirmed, authorized and approved, subject to such amendments as may be required by the TSX Venture Exchange, or as otherwise approved by the board of directors of the Company; and*

2. *any one director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents, agreements and instruments, and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such documents, agreements or instruments or the doing of any such act or thing; and*

3. *notwithstanding that these resolutions have been passed by the shareholders of the Company, the board of directors of the Company be and are hereby authorized and empowered, without further approval of the shareholders of the Company, to revoke this resolution at any time before the completion of the Transaction.*

Recommendation

The persons designated as proxyholders in the accompanying Proxy (absent contrary directions) intend to vote FOR the Omnibus Plan Resolution as set forth above and therein.

The Board recommends that Shareholders vote in favour of the above Omnibus Plan Resolution. In the absence of instructions to the contrary, the enclosed proxy will be voted in favour of the Omnibus Plan Resolution. In the event that the Transaction is not completed, the Omnibus Plan will not be adopted and the Stock Option Plan will remain in full force and effect.

COMPENSATION OF EXECUTIVE OFFICERS

The Company's Statement of Executive Compensation, in accordance with the requirements of *Form 51-102F6V – Statement of Executive Compensation – Venture Issuers*, is set forth below.

For the purposes of this Information Circular, a Named Executive Officer ("**NEO**") of the Company means each of the following individuals:

- a chief executive officer ("**CEO**") of the Company;
- a chief financial officer ("**CFO**") of the Company;
- in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000; and
- each individual who would be an NEO under paragraph (c) above but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year.

Based on the above the Company had three NEOs, namely Koby Smutylo, President and CEO, Sebastien Charles, CFO and Corporate Secretary and Mark S. Kowalski, former CFO.

Compensation Discussion and Analysis

As the Company is a capital pool company, as defined in Policy 2.4, the Company is prohibited from paying any kind of cash remuneration, including salaries, consulting fees, management fees or directors' fees, to Non-Arm's Length Parties until such time as it completes its Qualifying Transaction. The Company has not provided any cash compensation to its officers or directors.

The Company's process for determining other executive compensation is based upon the Company relying solely on board discussion without any formal objectives, criteria and analysis.

Incentive Equity compensation for the NEOs has been established with a view to attracting and retaining executives critical to the Company's ability to identify a target for its Qualifying Transaction and to continuing to provide executives with compensation that is in accordance with existing market standards for CPCs.

Compensation of the Company's NEOs is comprised of the grant of options to purchase shares under the Stock Option Plan (as more particularly described below and above in the section entitled "*Stock Option Plan"*). Through its executive compensation practices, the Company seeks to provide value to its shareholders through a strong executive leadership. Specifically, the Company's executive compensation structure seeks to attract and retain talented and experienced executives necessary to achieve the Company's objective of completing a Qualifying Transaction, motivate and reward executives whose knowledge, skills and performance are critical to the such search, and align the interests of the Company's executives and shareholders by motivating executives to increase Shareholder value.

Pension Plan Benefits

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Company and none are proposed at this time.

Termination of Employment, Change in Responsibilities and Employment Contracts

There are no employment contracts in place between the Company and any of the NEOs.

Summary Compensation Table

The following table sets forth the compensation of the NEO's and directors, except for compensation securities, for the fiscal years ended August 31, 2022 and August 31, 2023:

Name and Position	Fiscal Year Ended August 31	Salary, consulting/ director fee, retainer or commission ($)	Bonus ($)	Committee / Meeting Fees ($)	Value of Perquisites ($)	All Other Compensation ($)	Total Compensation ($)
Koby Smutylo President, CEO and Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Sebastien Charles (1) CFO, Corporate Secretary and Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Mark S. Kowalski (2) Former CFO and Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Daniel Nahon Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
GuyLaine Charles Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Heather E. Sim Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Sabino Di Paola Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Mr Charles was appointed as CFO on March 27, 2024.
(2) Mr. Kowalski resigned as CFO on March 27, 2024.

INCENTIVE PLAN AWARDS

Stock Option and other Compensation Securities

The following table sets forth all compensation securities granted or issued to each NEO and director by the Company in the financial year ended August 31, 2023 for services provided directly or indirectly to the Company or a subsidiary of the Company.

Compensation Securities							
Name and Position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class[1][2]**	**Date of issue or grant**	**Issue, conversion or exercise price (C$)**	**Closing price of security or underlying security on date of grant [3] (C$)**	**Closing price of security or underlying security at year end[3] (C$)**	**Expiry Date**
Koby Smutylo President, CEO and Director	Stock Options	55,162	Sept. 30, 2022	$0.05	N/A	N/A	Sept. 30, 2032
Sebastien Charles [1] CFO, Corporate Secretary and Director	Stock Options	55,161	Sept. 20, 2022	$0.05	N/A	N/A	Sept. 30, 2032
Mark S. Kowalski [2] Former CFO and Director	Stock Options	55,161[4]	Sept. 20, 2022	$0.05	N/A	N/A	Sept. 30, 2032
Daniel Nahon Director	Stock Options	90,323	Sept. 20, 2022	$0.05	N/A	N/A	Sept. 30, 2032
GuyLaine Charles Director	Stock Options	45,161	Nov. 3, 2022	$0.05	N/A	N/A	Sept. 30, 2032
Heather E. Sim Director	Stock Options	9,032	Nov. 3, 2022	$0.05	N/A	N/A	Sept. 30, 2032

Sabino Di Paola Director	Stock Options	Nil	N/A	N/A	N/A	N/A	N/A

Note:

(1) Each person listed held the number of options listed as at August 31, 2023.
(2) All stock options listed in this table were fully vested on grant but are subject to a CPC Escrow Agreement dated November 8, 2023 between the Company, Odyssey Trust Company and certain security holders of the Company, and will be released from such escrow as to 25% on the date the Exchange issues its final bulletin approving the Company's Qualifying Transaction, with the remainder being release as to 25% every 6 months thereafter.
(3) As at August 31, 2023, the Company's common shares were not listed on any stock exchange and therefore there was no closing price for the underlying security.
(4) 10,000 of such stock options were surrendered to the Company for cancellation by Mr. Kowalski on March 27, 2024.

Exercise of Compensation Securities by Directors and NEOs

No compensation securities of the Company were exercised by directors or NEOs during the financial year ended August 31, 2023.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following tabled sets out equity compensation plan information as at August 31, 2023.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plan (excluding securities reflected in column (a)) (c)
Equity compensation plan approved by securityholders	320,000	$0.05	Nil
Equity compensation plan not approved by securityholders	Nil	Nil	Nil
Total	320,000	$0.05	Nil

Summary of Terms of Current Equity Incentive Plan

The Stock Option Plan is the Company's only equity compensation plan. For material features of the Stock Option Plan, please see the section entitled "*Stock Option Plan*" qualified by the full text of the Stock Option Plan attached hereto as Schedule "A".

If the Transaction closes then the Stock Option Plan will be replaced with the Omnibus Plan. For material features of the Omnibus Plan please see the section entitled "*Omnibus Plan*" above qualified by the full text of the Omnibus Plan attached hereto as Schedule "B". If the Transaction does not close the Omnibus Plan will not be implemented and the Stock Option Plan will remain as implemented as at the date hereof.

MANAGEMENT CONTRACTS

Management functions of the Company are not to any substantial degree performed by a person or company other than the Directors or executive Officers. There are no management contracts in place either at August 31, 2023 or to date.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the Coco Directors, the Resulting Issuer Directors, the NEO's or their respective associates or affiliates, or other management of the Company is or has been indebted to the Company as at the date hereof.

CORPORATE GOVERNANCE PRACTICES

National Policy 58-201 – *Corporate Governance Guidelines* sets out a series of guidelines for effective corporate governance (the "**Guidelines**"). The Guidelines address matters such as the constitution and independence of corporate boards, the functions to be performed by boards and their committees and the effectiveness and education of board members. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**") requires the disclosure by each listed Company of its approach to corporate governance with reference to the Guidelines as it is recognized that the unique characteristics of individual companies will result in varying degrees of compliance. Set out below is a description of the Company's approach to corporate governance in relation to the Guidelines.

Corporate governance relates to the activities of the Board, the members of which are elected by and who are accountable to the Shareholders, and also takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. The Board is committed to sound corporate governance practices, which are in the interest of the Shareholders and which contribute to effective and efficient decision making.

Board of Directors

The Board currently consists of seven (7) directors.

NI 58-101 defines an "independent director" as a director who has no direct or indirect material relationship with the Company. A "material relationship" is a relationship which could, in the view of the Board, be reasonably expected to interfere with such member's independent judgment.

Heather E. Sim, Daniel Nahon and GuyLaine Charles are independent as are each considered to be independent directors within the meaning of NI 58-101, on the basis that they do not have any direct or indirect material relationship with the Company which could be reasonably expected to interfere with the exercise of their independent judgment.

Koby Smutylo, Sebastien Charles and Mark Kowalski are not considered to be independent within the meaning of NI 58-101 because they are each officers or former officers of the Company. Sabino Di Paola was independent as at August 31, 2023 but is no longer independent as he is the Chief Financial Officer of Viridian and therefore has a material interest in the Transaction.

The mandate of the Board, as prescribed by the *Business Corporations Act* (British Columbia), is to manage or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company's affairs directly. In fulfilling its mandate, the Board, among other matters, is responsible for reviewing and approving the Company's overall business strategies, reviewing and approving significant acquisitions (including proposed Qualifying Transactions) and capital investments; reviewing major strategic initiatives to ensure that the Company 's proposed actions accord with Shareholder objectives; reviewing succession planning; assessing management's performance against industry standards; reviewing and approving the reports and other disclosure issued to Shareholders; ensuring the effective operation of the Board; and safeguarding Shareholders ' equity interests through the optimum utilization of the Company's capital resources. The Board also takes responsibility for identifying the principal risks of the Company's business and for ensuring these risks are effectively monitored and mitigated to the extent reasonably practicable. As the Company is a Capital Pool Company, only has cash assets and its only business is pursuing a

Qualifying Transaction, the Board does not believe it is necessary to adopt a written mandate, as sufficient guidance is found in the applicable corporate legislation and regulatory policies. However, as the Company grows and potentially completes the Transaction, the Board may determine it is appropriate to develop a formal written mandate.

In keeping with its overall responsibility for the stewardship of the Company, the Board is responsible for the integrity of the Company's internal control and management information systems and for the Company's policies respecting corporate disclosure and communications.

Each member of the Board understands that he is entitled, at the cost of the Company, to seek the advice of an independent expert if he reasonably considers it warranted under the circumstances. No director found it necessary to do so during the financial year ended August 31, 2023.

There were no formal board meetings in the year ended August 31, 2023.

Directorships

As at the date hereof, the following Directors and proposed Resulting Issuer Directors are also directors of other reporting issuers as set out below:

Name of Director	Name of Reporting Issuer
Sabino Di Paola	Sandfire Resources America Inc.
	Pelangio Exploration Inc.
Lee Bowles	Mayo Lake Minerals Inc.

Orientation and Continuing Education

Due to the Company's small size, and as it is a CPC, it does not currently have a formal orientation program. However, existing members of the Board will provide any new director with a review of a director's fiduciary duties and the Company's expectations of its directors in terms of time and effort, as well as the Company's business, strategic plans, management issues, and corporate governance policies.

In terms of continuing education, Directors are encouraged to keep themselves current with industry trends and changes in legislation by liaising with management and the Company's counsel, attending industry-related events and other educational seminars.

Ethical Business Conduct

The Board has not adopted a formal code of business conduct and ethics. The Board is of the view that the fiduciary duties placed on individual directors by the *Business Corporations Act* (British Columbia) and common law together with corporate statutory restrictions on an individual director's participation in Board decisions in which the director has an interest are sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

The Board is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting of the shareholders.

New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required and a willingness to serve.

Compensation

For as long as the Company has not completed its Qualifying Transaction the Company will not pay any compensation to its directors or officers. The Company has issued stock options to its directors in order to align the interest of directors with those of the Company's shareholders.

Other Board Committees

The Company currently does not have any committees other than the Audit Committee.

Assessments

Members of the Board are expected to continually evaluate the effectiveness of the Board, its committees and fellow Directors by considering the accomplishment, or lack thereof, of the Company's goals.

AUDIT COMMITTEE

The Audit Committee's Charter

The Charter of the Audit Committee is attached as Schedule "C" to this Information Circular.

Composition of the Audit Committee

The Audit Committee consists of as many members as the Board shall determine, but in any event not fewer than three members who are appointed by the Board. The composition of the Audit Committee shall meet all applicable independence, financial literacy and other legal and regulatory requirements, including as set out in National Instrument 52-110 – *Audit Committees* ("NI 52-110").

The Company is a "venture issuer" (as defined under NI 51-110). As such, the Company is exempt from the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

The current members of the Audit Committee are Sabino Di Paola, Heather E. Sim and Daniel Nahon. The Chair of the Audit Committee is Mr. Di Paola.

Pursuant to NI 52-110, among other requirements, all members of the Audit Committee are required to be "financially literate" (as such term is defined in NI 52-110) and a majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company.

Each member of the Audit Committee is "financially literate" within the meaning of NI 52-110 and possesses education or experience that is relevant for the performance of their responsibilities as Audit Committee members. Heather E. Sim and Daniel Nahon are each is considered to be independent within the meaning of NI 52-110. Sabino Di Paola was previously independent however, as he is the Chief Financial Officer of Viridian and therefore has a material interest in the Transaction he is no longer considered as independent.

Relevant Education and Experience

All members of the Audit Committee are "financially literate" within the meaning of NI 52-110 and each member has:

- an understanding of the accounting principles used by the Company to prepare its financial statements;

- an ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
- experience preparing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements; and
- an understanding of internal controls and procedures for financial reporting.

The following are biographies showing the relevant experience of each member of the Audit Committee.

Sabino Di Paola (Chair)

Mr. Di Paola, who is a Chartered Professional Accountant, CPA, CA, and member of the Chartered Professional Accountants Ontario and Ordre des CPA du Québec, is also President and owner of Accounting Made Easy, a consulting firm which specializes in private and public junior exploration companies.

Mr. Di Paola has been involved as Chief Financial Officer for junior exploration companies since 2009. Mr. Di Paola is involved with numerous financing and spin-out transactions and is responsible for all aspects of financial services, financial reporting, and corporate governance. He currently serves as the Chief Financial Officer of Sandfire Resources America Inc. and Pelangio Exploration Inc., both TSX-V listed companies.

Heather E. Sim

Heather Sim is a Chartered Professional Accountant with experience working in public audit and assists public companies navigate regulatory markets in Canada and the US. Heather has been President of Treewalk (formerly ACM Management Inc.), a business which assists public companies and private companies seeking to go public, since September 2019.

As part of her work with Treewalk, Ms. Sim was CFO of VSBLTY Groupe Technologies Corp., a software company listed on the Canadian Stock Exchange and providing digital retail solutions, including QR codes and mobile apps, from March 2020 to August 2021. For the last two years Ms. Sim has also been leading the public reporting for DMG Blockchain Solutions Inc. (a TSX-V listed company that manages, operates, and develops end-to-end digital solutions to monetize the blockchain ecosystem). Ms. Sim was appointed as CFO of DMG in August 2021, Corporate Secretary in November 2022 and to the board of directors in April 2023.

Daniel Nahon

Mr. Nahon is a medical device Business Development and Marketing Executive and Engineer with over 35 years experience in cardiovascular devices business development, strategic marketing, product design and development; developing and introducing new products to market.

Mr. Nahon is also an owner and developer of commercial and hospitality real estate assets; specializing in land development and business development of real estate.

Mr. Nahon was previously Vice-President, Business Development of CryoCath Technologies Inc. (listed on the TSX) and COO of CryoTherapeutics GmbH.

Audit Committee Oversight

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

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on the exemptions contained in Sections 2.4, 6.1.1(4), 6.1.1(5), 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 of NI 52-110 provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the financial year in which the non-audit services were provided. Sections 6.1.1(4), 6.1.1(5) and 6.1.1(6) of NI 52-110 provide exemptions from the requirement that a majority of the members of an audit committee of a venture issuer not be executive officers, employees or control persons of the venture issuer or of an affiliate of the venture issuer, in certain circumstances and subject to certain conditions. Part 8 of NI 52-110 permits a company to apply to a securities regulatory authority for an exemption from the requirements of NI 52-110, in whole or in part.

Pre-Approval Policies and Procedures

The Audit Committee has not adopted any specific policies or procedures for the engagement of non-audit services. Generally, management is responsible for ensuring that any required non-audit services are performed in a timely manner, subject to review by the Board or the Audit Committee.

External Auditor Service Fees (By Category)

The aggregates fees paid by the Company to its auditor in each of the last two fiscal years are as follows:

	Audit fees	Audit related fees	Tax fees	All other fees (non-tax)
FY2023	$22,500	Nil	Nil	Nil
FY2022	$15,000	$15,000	Nil	Nil

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set out in this Information Circular, no informed person of the Company, no proposed nominee for election as a director of the Company and no associate or affiliate of any such informed person or proposed nominee has had any material interest direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction that, in either case, has materially affected or will materially affect the Company or any of its subsidiaries, other than as stated herein. The term "informed person" as defined in National Instrument 51-102 *Continuous Disclosure Obligations* means a director or executive officer of the Company, or any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company, other than voting securities held by the person or company as underwriter in the course of a distribution.

All of the Resulting Issuer Directors, hold different positions as directors, officers and/or shareholders of Viridian, and are nominees of Viridian as directors of the Resulting Issuer. As a result, they may have material interests, directly or indirectly, in the proposed Transaction. In addition Mr. Sabino Di Paola is a director of the Company and Chief Financial Officer of Viridian and holds common shares in each of the Company and Viridian.

The issuance of Resulting Issuer Shares to Mr. Di Paola pursuant to the Transaction will be a "related party transaction" pursuant to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**") as he is a director of Coco. Such issuance is exempt from (i) the formal valuation requirement of MI 61-101 pursuant to section 5.5(b) of MI 61-101, as neither the Shares are nor the Resulting Issuer Shares will be listed on any of the markets stated therein and (ii) such issuance does not require disinterested Shareholder approval as the value of the consideration to be received by Mr. Di Paola does not exceed 25% of the Company's current market capitalization.

OTHER BUSINESS

As of the date of this Information Circular, management is not aware of any other matters to come before the Meeting. The securities represented by the Proxy will be voted as directed by the holder, but if such direction is not made in respect of any matter, the Proxy will be voted as recommended by Management.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR+ at www.sedarplus.ca. Financial information relating to the Company is provided in the Company's comparative financial statements and management's discussion and analysis ("**MD&A**") for its most recently completed financial year ended August 31, 2023. Shareholders may contact the Company to request copies of the financial statements and the MD&A.

DATED at Vancouver, British Columbia, this 12th day of August, 2024.

BY ORDER OF THE BOARD OF DIRECTORS

"Koby Smutylo"

Koby Smutylo
President, CEO & Director

SCHEDULE A – STOCK OPTION PLAN

[SEE ATTACHED]

COCO POOL CORP.
(the "Company")

AMENDED AND RESTATED STOCK OPTION PLAN Dated for Reference: **November 8, 2023**

1. PURPOSE

1.1 Purpose. The purpose of this Plan is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares of the Company. It is the intention of the Company that, if and so long as the Company's shares are listed on the TSX Venture Exchange ("TSX Venture"), this Plan will at all times be in compliance with the rules and policies of the TSX Venture (the "TSX Venture Policies") and any inconsistencies between this Plan and the TSX Venture Policies whether due to inadvertence or changes in TSX Venture Policies will be resolved in favour of the latter.

2. INTERPRETATION

2.1 Definitions. For the purposes of this Plan, the following terms have the respective meanings set forth below:

(a) **"10% Shareholder"** means a U.S. Optionee who, at the time an Option is granted, owns shares representing more than 10% of the voting power of all classes of shares of the Company or any Subsidiary, taking into account the attribution rules under section 424(d) of the IRS Code;

(b) "**Affiliate**" has the same meaning ascribed to that term as set out in the *Securities Act* (British Columbia), as amended from time to time;

(c) "**Associate**" has the same meaning as ascribed to that term as set out in the *Securities Act* (British Columbia), as amended from time to time;

(d) "**Board**" means the board of directors of the Company or any committee thereof duly empowered or authorized to grant options under this Plan;

(e) "**Common Shares**" means the common shares without par value in the capital of the Company as constituted on the Grant Date, provided that, in the event of any adjustment pursuant to subsection 4.10, "Common Shares" shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment;

(f) "**Company**" means Coco Pool Corp. and includes, unless the context otherwise requires, all of its subsidiaries or affiliates and successors according to law;

(g) "**Consultant**" means, as long as the Company is not a CPC, an individual, other than an Employee, Management Company Employee, director or officer of the Company or its Affiliate that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or an Affiliate of the Company, other than services provided in relation to a distribution;

(ii) provides the services under a written contract between the Company or an Affiliate of the Company and the individual;

(iii) in the reasonable opinion of the Board, spends or will spend a significant amount of time and attention on the business and affairs of the Company or an Affiliate of the Company; and

(iv) has a relationship with the Issuer or an Affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company,

and includes a company of which a Consultant is an Employee or shareholder and a partnership of which a Consultant is an Employee or partner; provided that, while the Company is a CPC,

"Consultant" means:

(v) where permitted by securities laws, a technical consultant whose particular industry expertise in relation to the business of the Vendors or the Target Company (as these terms are defined in the CPC Policy), as the case may be, is required to evaluate the proposed Qualifying Transaction (as this term is defined in the CPC Policy); and

(vi) a company, all of whose securities are owned by such a director, officer or technical consultant;

(h) **"CPC"** has the meaning set out in the CPC Policy;

(i) **"CPC IPO"** means that initial public offering of the Company to be completed on its listing as a CPC on the Exchange

(j) "**CPC Policy**" means Policy 2.4 Capital Pool Companies of the TSX Venture, as amended from time to time;

(k) "**Disability**" means any disability with respect to an Optionee which the Board in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:

(i) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or

(ii) acting as a director or officer of the Company or its subsidiaries;

(l) "**Disinterested Shareholder Approval**" means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to shares beneficially owned by Insiders to whom Options may be granted under this Plan and their Associates;

(m) "**Eligible Person**" means, from, time to time, any bona fide director, officer, Employee, Management Company Employee or Consultant of the Company or an Affiliate of the Company; provided that while the Company is a CPC, Eligible Person means a director, officer or Consultant;

(n) "**Employee"** means

(i) an individual who is considered an employee of the Company or of its subsidiary under the Income Tax Act (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;

(ii) an individual who works full-time for the Company or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company or its subsidiary over the details and methods of work as an employee of the Company or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company or its subsidiary over the details and methods of work as an employee of the Company or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source.

(o) "**Exercise Price**" means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;

(p) "**Expiry Date**" means 5:00 p.m. (Pacific Standard Time) on the day on which an Option lapses as specified in the Option Agreement therefor or in accordance with the terms of this Plan;

(q) "**Exchange Hold Period**" has the meaning attributed to it in the TSX Venture Policies, more specifically in Policy 1.1 of the TSX Venture Exchange Corporate Finance Manual;

(r) "**Grant Date**" for an Option means the date of grant thereof by the Board, whether or not the grant is subject to any Regulatory Approval;

(s) "**Incentive Stock Option**" or "**ISO**" means an Option granted to a U.S. Optionee that is intended to qualify as an "incentive stock option" within the meaning of section 422 of the IRS Code;

(t) "**Insider**" means

(i) an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;

(ii) an Associate of any person who is an Insider by virtue of paragraph 2.1(t)(i) above;

(u) "**Investor Relations Activities**" has the meaning set out in Policy 1.1 of the TSX Venture Policies, and means generally any activities, by or on behalf of the Company or shareholder of the Company, that promote or could be expected to promote the purchase or sale of securities of the Company;

(v) **"IRS Code"** means the United States Internal Revenue Code of 1986, as amended and the regulations and other guidance issued thereunder;

(w) **"Management Company Employee"** means an individual employed by a company providing management services to the Company, which services are required for the ongoing successful operation of the business enterprise of the Company.

(x) **"Market Price"** has the meaning attributed to it in the TSX Venture Policies;

(y) **"Non-Qualified Stock Option"** or **"NQSO"** means any Option granted to a U.S. Optionee that is not an Incentive Stock Option;

(z) "**Option**" means the right to purchase Common Shares granted hereunder to an Eligible Person;

(aa) "**Option Agreement**" means the notice of grant of an Option delivered by the Company hereunder to an Eligible Person and substantially in the form of Schedule "A" hereto;

(bb) "**Optioned Shares**" means Common Shares that may be issued in the future to an Eligible Person upon the exercise of an Option;

(cc) "**Optionee**" means the recipient of an Option hereunder, their heirs, executors and administrators;

(dd) "**Person**" means a corporation or an individual;

(ee) "**Plan**" means this Stock Option Plan, the terms of which are set out herein or as may be amended and/or restated from time to time;

(ff) "**Plan Shares**" means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in subsection 3.2;

(gg) "**Regulatory Approval**" means the approval of the TSX Venture, if the Company's shares are listed on the TSX Venture, and any other securities regulatory authority that may have lawful jurisdiction over the Plan and any Options issued hereunder;

(hh) **"Seed Shares"** means securities issued before the Company's CPC IPO regardless of whether the securities are subject to Resale Restrictions or are free trading;

(ii) "**Share Compensation Arrangement**" means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including a share purchase from treasury which is financially assisted by the Company by way of a loan, guarantee or otherwise;

(jj) "**Tier 1 Issuer**" has the meaning set out in Policy 1.1 of the TSX Venture Policies;

(kk) "**Tier 2 Issuer**" has the meaning set out in Policy 1.1 of the TSX Venture Policies;

(ll) "**TSX Venture**" or "**Exchange**" means the TSX Venture Exchange and any successor thereto;

(mm) "**TSX Venture Policies**" means the rules and policies of the TSX Venture as amended from time to time; and

(nn) **"U.S. Optionee"** means an Optionee that is subject to federal income tax in the United States of America pursuant to the IRS Code and any relevant tax convention.

2.2 Currency. Unless otherwise indicated, all dollar amounts referred to in this Plan are in Canadian funds.

2.3 Gender. As used in this Plan, words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa, unless the context otherwise requires.

2.4 Interpretation. This Plan will be governed and construed in accordance with the laws of the Province of British Columbia.

3. STOCK OPTION PLAN

3.1 Establishment of Plan. This Plan is hereby established to recognize contributions made by Eligible Persons and to create an incentive for their continuing assistance to the Company and its Affiliates.

3.2 Rolling Maximum Number of Plan Shares. Subject to subsection 3.3, the aggregate number of Plan Shares reserved for issuance under the Plan, including any other plan or agreement of the Company, shall not exceed ten (10%) percent of the total number of issued Common Shares of the Company (calculated on a non-diluted basis) at the time an Option is granted. For greater clarity, the aggregate number of Plan Shares reserved for issuance under this Plan will be calculated on the day an Option is granted, and such calculation will account for Options that are exercised, expired or cancelled, and where the total number of issued Common Shares of the Company is increased or decreased.

3.3 Exception to Maximum Number while a CPC. While the Company is a CPC and until the completion of a Qualifying Transaction (as this term is defined in the CPC Policy), the aggregate number of Common Shares that may be reserved for issuance pursuant to Options shall not exceed 10% of the common shares to be outstanding as at the closing of the Company's initial public offering.

3.4 Eligibility. Options to purchase Common Shares may be granted hereunder to Eligible Persons from time to time by the Board. If and when the Company's shares listed on the TSX Venture, Eligible Persons that are corporate entities will be required to agree in writing not to effect or permit any transfer of ownership or option of any of its shares, nor issue more of its shares to any other individual or entity as long as such Options remain outstanding, unless the written permission of the TSX Venture and the Company is obtained.

3.5 Options Granted Under the Plan. All Options granted under the Plan will be evidenced by an Option Agreement in the form attached as Schedule "A", showing the number of Optioned Shares, the term of the Option, a reference to vesting terms, if any, and the Exercise Price.

3.6 Terms Incorporated. Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Agreement made hereunder. In the event of any discrepancy between this Plan and an Option Agreement, the provisions of this Plan shall govern.

3.7 Limitations on Option Grants. Subject to subsection 7.3, the following restrictions on the granting of Options are applicable under the Plan:

(a) Bona Fide Eligible Person. Options may only be granted to Employees, Consultants or Management Company Employees who have been confirmed by each of the Company and the Optionee to be a bona fide Employee, Consultant or Management Company Employees.

(b) Individuals. The aggregate number of Optioned Shares that may be reserved for issuance pursuant to Options granted must not exceed 5% of the issued Common Shares of the Company (determined at the date the Option was granted) to any one individual in a 12-month period, unless the Company obtained the necessary Disinterested Shareholder Approval required by the TSX Venture Policies.

(c) Directors and Officers. Until the Company has completed a Qualifying Transaction the aggregate number of Optioned Shares granted to a director or an officer individually may not exceed 5% of the common shares outstanding as at the Grant Date;

(d) Optionees Performing Investor Relations Activities. The aggregate number of Options granted to Eligible Persons employed to provide Investor Relations Activities in a 12-month period must not exceed 2% of the issued Common Shares of the Company, calculated at the date the

Option was granted; provided that while the Company is a CPC, no Options may be granted to Eligible Persons conducting Investor Relation Activities.

(e) Consultants. The aggregate number of Options granted to any one Consultant in a 12-month period must not exceed 2% of the issued Common Shares of the Company, calculated at the date the Option was granted.

(f) Technical Consultants. Until the Company has completed a Qualifying Transaction the aggregate number of Optioned Shares granted to all technical consultants may not exceed 2% of the common shares outstanding as at the closing of the CPC IPO; and

(g) Maximum Number of Optioned Shares. The number of Optioned Shares granted under the Plan cannot exceed the number of Plan Shares.

3.8 Options Not Exercised. In the event an Option granted under the Plan expires unexercised or is terminated by reason of dismissal of the Optionee for cause or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be available again for an Option grant under this Plan.

3.9 Acceleration of Unvested Options. If there is a takeover bid made for all or any of the outstanding Common Shares, then all outstanding Options, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall be exercisable in full to enable the Optioned Shares subject to such Options to be issued and tendered to such bid. Notwithstanding the foregoing no acceleration of Options granted to Eligible Persons employed to provide Investor Relations Activities is permitted without prior written TSX Venture approval.

3.10 Powers of the Board. The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to

(a) allot Common Shares for issuance in connection with the exercise of Options;

(b) grant Options hereunder;

(c) subject to appropriate shareholder and Regulatory Approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the written consent of all Optionees, alter or impair any Option previously granted under the Plan unless as a result of a change in TSX Venture Policies or the Company's tier classification thereunder;

(d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do; and

(e) may in its sole discretion amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Eligible Persons (before a particular Option is granted) subject to the other terms hereof.

3.11 Terms Requiring Disinterested Shareholder Approval. If required by the TSX Venture Policies, the Company will obtain Disinterested Shareholder Approval of Options if the Plan, together with any other Share Compensation Arrangement, could result at any time in:

(a) the number of shares reserved for issuance under stock options granted to Insiders exceeding 10% of the issued Common Shares of the Company;

(b) the grant to Insiders, within a 12-month period, of a number of options exceeding 10% of the issued Common Shares of the Company;

(c) the issuance to any one Optionee, within a 12-month period, of a number of shares exceeding 5% of the issued Common Shares of the Company; or

(d) the Company is (i) decreasing the exercise price; or (ii) extending the Expiry Date of any Option previously granted to an Insider.

3.12 Effective Date of Plan. This Plan is effective as of _____, 2023, subject to applicable Regulatory Approval and approval of the shareholders of the Company if required by the TSX Venture Policies. According to TSX Venture Policies, initial shareholder approval of this Plan is not required if the Company is conducting an initial public offering and has disclosed the details of the Plan in its prospectus.

4. TERMS AND CONDITIONS OF OPTIONS

4.1 Exercise Price. The Board shall establish the Exercise Price at the time each Option is granted, subject to the following conditions:

(a) if the Common Shares are not listed, posted and trading on any stock exchange or bulletin board, then the Exercise Price for the Options granted will be determined by the Board at the time of granting;

(b) if the Common Shares are listed, posted and trading on the TSX Venture, then the Exercise Price for the Options granted then will not be less than Discounted Market Price or the prevailing price permitted by the TSX Venture Policies;

(c) until the completion of the Company's Qualifying Transaction the Exercise Price must not be less than the lowest price at which Seed Shares were issued by the Company; and

(d) in all other cases, the Exercise Price shall be determined in accordance with the rules and regulations of the applicable regulatory bodies.

The Exercise Price shall be subject to adjustment in accordance with the provisions of subsection 4.10.

4.2 Term of Option. The Board shall establish the Expiry Date at the time each Option is granted, subject to the following conditions:

(a) the Option will expire upon the occurrence of any event set out in subsection 4.9 and at the time period set out therein; and

(b) an Option can be exercisable for a maximum of 10 years from the Grant Date, unless prohibited by the TSX Venture Policies or rules and regulations of the applicable regulatory authorities.

4.3 Hold Period. All Options, including Optioned Shares, are subject to the hold period and legend requirements of the TSX Venture Policies and the rules and regulations of the applicable regulatory authorities and securities laws. In particular, Options issued to directors, officers, Consultants, promoters or insiders of the Company or issued with an Exercise Price that is less than the market price

of the shares of the Company at the time the Options are granted must be legended with the Exchange Hold Period.

4.4 Vesting of Options. The Board may establish a vesting period or periods at the time each Option is granted.

4.5 Vesting of Options for Investor Relations. The Board shall establish a vesting period at the time each Option is granted to Eligible Persons providing Investor Relations Services that require the Option to vest in stages over 12 months with no more than one-quarter of the Option vesting in any three month period.

4.6 Escrow Options while a CPC. All Options granted pursuant to this Plan, and any Shares issued upon the exercise of Options granted pursuant to this Plan whilst the Company is a CPC, must be placed in Escrow pursuant to the CPC Escrow Agreement (as such term is defined in the CPC Policy) to be released only (i) where the Options have an exercise price equal to or more than the CPC IPO share price, upon the issuance of the Final Exchange Bulletin (as this term is defined in the CPC Policy) or (ii) where the Options have an exercise price less than the CPC IPO share price, in accordance with the release schedule under the CPC Escrow Agreement.

4.7 Non Assignable. Subject to paragraph 4.9(d), all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

4.8 Option Amendment.

(a) Exercise Price. Subject to paragraph 4.8(c), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of:

(i) the Grant Date;

(ii) the date the Company's shares commenced trading on the TSX Venture; or

(iii) the date of the last amendment of the Exercise Price.

(b) Term. An Option must be outstanding for at least one year before the Company may extend its term. The term of an Option cannot be extended so that the effective term of the Option exceeds 10 years in total. TSX Venture treats any extension of the length of the term of the Option as a grant of a new Option, which must comply with pricing and other requirements of this Plan.

(c) TSX Venture Approval. Any proposed amendment to the terms of an Option must be approved by the TSX Venture prior to the exercise of such Option.

4.9 Optionee Ceasing to be Eligible Person. No Option may be exercisable if the Optionee ceases to be an Eligible Person, except as follows:

(a) Termination of Services Without Cause. In the event an Optionee's employment, engagement or directorship with the Company or its Affiliates is terminated other than for cause or by reason of death, the Optionee may exercise any Option granted hereunder to the extent such Option was exercisable and had vested on the date of termination until the earlier of ninety (90) days after such termination and the Expiry Date of the Option.

(b) Termination of Services For Cause. In the event an Optionee's employment, engagement or directorship with the Company or its Affiliates is terminated for cause, any Option granted hereunder to such Optionee shall terminate and shall therefore cease to be exercisable upon such termination for cause.

(c) Investor Relations. If the Optionee is engaged to provide Investor Relations Activities to the Company, and in the event the Optionee's services was terminated, the Optionee may exercise any Option granted hereunder to the extent such Option was exercisable and had vested on the date of termination until the earlier of thirty (30) days after such termination and the Expiry Date of the Option.

(d) Death. In the event of the death of an Optionee, the Optionee's lawful personal representatives, heirs or executors may exercise any Option granted hereunder to the Optionee to the extent such Option was exercisable and had vested on the date of death until the earlier of one year after the date of death of such Optionee and the Expiry Date of the Option.

(e) Disability. If the Optionee ceases to be an Eligible Person, due to his Disability, or, in the case of an Optionee that is a company, the 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 Optionee shall be exercisable to acquire any remaining Option Shares at any time up to the earlier of one year from the date of Disability and the Expiry Date of the Option.

(f) Termination of Services due to Qualifying Transaction. Options granted under this Plan to an Eligible Person while the Company is a CPC that does not continue as an Eligible Person in respect of the Resulting Issuer (as this term is defined under the CPC Policy), have a maximum term of the later of 12 months after the Completion of the Qualifying Transaction (as this term is defined under the CPC Policy) and 90 days after Eligible Person ceases to be an Eligible Person in respect of the Resulting Issuer.

4.10 Adjustment of the Number of Optioned Shares. The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner following:

(a) Following the date an Option is granted, the exercise price for and the number of Optioned Shares which are subject to an Option will be adjusted, with respect to the then unexercised portion thereof, in the events and in accordance with the provisions and rules set out in this subsection 4.10, with the intent that the rights of Optionees under their Options are, to the extent possible, preserved and maintained notwithstanding the occurrence of such events. Any dispute that arises at any time with respect to any adjustment pursuant to such provisions and rules will be conclusively determined by the Board, and any such determination will be binding on the Company, the Optionee and all other affected parties.

(b) If there is a change in the outstanding Common Shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger or combination, or any other change to, event affecting, exchange of or corporate change or transaction affecting the Common Shares, the Board shall make, as it shall deem advisable and subject to the requisite approval of the relevant regulatory authorities, appropriate substitution and/or adjustment in:

(i) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;

(ii) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and

(iii) the vesting of any Options, including the accelerated vesting thereof on conditions the Board deems advisable, and if the Company undertakes an arrangement or is amalgamated, merged or combined with another corporation, the Board shall make such provision for the protection of the rights of Optionees as it shall deem advisable.

(c) If the outstanding Common Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another Company or entity, in a manner other than as specified in paragraph 4.10(b), then the Board, in its sole discretion, may make such adjustment to the securities to be issued pursuant to any exercise of the Option and the exercise price to be paid for each such security following such event as the Board in its sole and absolute discretion determines to be equitable to give effect to the principle described in paragraph 4.10, and such adjustments shall be effective and binding upon the Company and the Optionee for all purposes.

(d) No adjustment provided in this subsection 4.10 shall require the Company to issue a fractional share and the total adjustment with respect to each Option shall be limited accordingly.

(e) The grant or existence of an Option shall not in any way limit or restrict the right or power of the Company to effect adjustments, reclassifications, reorganizations, arrangements or changes of its capital or business structure, or to amalgamate, merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

Notwithstanding the foregoing any adjustment, other than in connection with a share consolidation or split, to Options granted or issued hereunder is subject to the prior acceptance of the Exchange, including but not limited to adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

5. COMMITMENT AND EXERCISE PROCEDURES

5.1 Option Agreement. Upon grant of an Option hereunder, an authorized director or officer of the Company will deliver to the Optionee an Option Agreement detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof.

5.2 Manner of Exercise. An Optionee who wishes to exercise his Option, in its entirety or any portion thereof, may do so by delivering

(a) a written notice, in the form attached hereto as Appendix “A”, to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) cash, a certified cheque or a bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired.

5.3 Minimum Optioned Shares. No less than 100 Optioned Shares may be exercised at any one time, except where a smaller number of Optioned Shares is or remains exercisable pursuant to a grant, in which case, such smaller number of Optioned Shares must be exercised at one time.

5.4 Subsequent Exercises. If an Optionee exercises only a portion of the total number of his Options, then the Optionee may, from time to time, subsequently exercise all or part of the remaining Options until the Expiry Date.

5.5 Delivery of Certificate and Hold Periods. As soon as practicable after receipt of the notice of exercise described in subsection 5.2 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Optioned Shares. Such certificate issued will bear a legend stipulating any resale restrictions required under applicable securities laws or where an Exchange Hold Period is applicable. For the avoidance of doubt the Exchange Hold Period will apply when Options are granted to any directors, officers, promoters or insiders of an issuer, and when Options are granted to any person with an Exercise Price that is less than the market price of the shares of the Company at the time the Options are granted.

6. SPECIAL PROVISIONS FOR US OPTIONEES

6.1 Options may be ISO's. Options may be granted so that they qualify as ISOs under section 422(d) of the IRS Code in accordance with the requirements and limitations below.

6.2 US Optionee ceasing to be Eligible Person. Notwithstanding anything in this Plan, except in the case of a U.S. Optionee's death or disability (as defined in section 22(e)(3) of the IRS Code), an ISO that is exercised after the date that is three months following the U.S. Optionee ceasing to be an Eligible Person under this Plan will be treated as an NQSO to the extent required under sections 422 and 424 of the IRS Code. In the case of an Optionee ceasing to be an Eligible Person due to a U.S. Optionee's disability (as defined in section 22(e)(3) of the IRS Code), an ISO that is exercised after the date that is 12 months following that date shall be treated as an NQSO to the extent required under sections 422 and 424 of the IRS Code.

6.3 Transfer of Options. Notwithstanding anything in this Plan, an ISO may not be transferred or assigned in any manner other than (i) by will or the laws of descent and distribution or (ii) pursuant to a qualified domestic relations order (as described in the IRS Code). Any improper transfer of any Options will not create any rights in the purported transferee and will cause the immediate termination of the Options, and the Company will not issue any Shares upon the attempted exercise of improperly transferred Options.

6.4 Number of ISO's available. Notwithstanding any other provision of the Plan to the contrary, the aggregate number of Plan Shares available for ISOs is equal to the number of Plan Shares available pursuant to subsections 3.1 and 3.2 hereof and subject to the provisions of sections 422 and 424 of the IRS Code.

6.5 Option Agreement Must Specify. Each Option Agreement shall specify whether the related Option is an ISO or a NQSO. If no such specification is made, the related Option will be a NQSO.

6.6 Limitation on ISO. An ISO shall be treated as a NQSO to the extent that the aggregate market price (determined as of the applicable grant date) with respect to which ISOs are exercisable by any U.S. Optionee for the first time during any calendar year (pursuant to the Plan and all other plans of the Company and of any Affiliate for purposes of section 422 of the IRS Code) will exceed U.S.$100,000 or any other limitation subsequently set forth in section 422(d) of the IRS Code.

6.7 10% Shareholders. The exercise price per Share of an ISO granted to a 10% Shareholder will be not less than 110% of the Market Price on the applicable grant date and must have a 5 year maximum term.

6.8 Restriction on Date of Grant. An ISO may only be granted within the 10-year period beginning from the earlier of the date the Plan is adopted by the Board or the date the Plan is approved by shareholders of the Corporation.

6.9 Amendment. If the Board determines to extend the exercise period of an ISO pursuant to its authority under Section 7.2 below or to make any other revision to the terms of an ISO, such Option shall thereafter be treated as a NQSO to the extent required under sections 422 and 424 of the IRS Code. Notwithstanding any provision in the Plan to the contrary, any revision to the terms of an Option (whether an ISO or NQSO) granted to a U.S. Optionee shall be made only if it does not create adverse tax consequences under section 409A of the IRS Code.

7. AMENDMENTS

7.1 Amendment of the Plan. The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Common Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to shareholder

approval and any necessary Regulatory Approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of this Plan to Eligible Persons. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.

7.2 Amendment of Outstanding Options. The Board may amend any Option with the consent of the affected Optionee and the TSX Venture, including any shareholder approval required by the Exchange. For greater certainty, Disinterested Shareholder Approval is required for any reduction in the exercise price of an Option if the Optionee is an Insider at the time of the proposed amendment.

7.3 Amendment Subject to Approval. If the amendment of an Option requires shareholder or Regulatory Approval, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are given.

8. GENERAL

8.1 Exclusion from Severance Allowance, Retirement Allowance or Termination Settlement. If the Optionee retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Optioned Shares, 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 Optionee.

8.2 Employment and Services. Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.

8.3 No Rights as Shareholder. Nothing contained in this Plan nor in any Option granted thereunder shall be deemed to give any Optionee any interest or title in or to any Common Shares of the Company or any rights as a shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in this Plan and pursuant to the exercise of any Option.

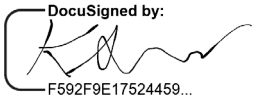
8.4 No Representation or Warranty. The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Optioned Shares issuable thereunder or the tax consequences to a Optionee. Compliance with applicable securities laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.

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

8.6 No Fettering of Discretion. The awarding of Options under this Plan is a matter to be determined solely in the discretion of the Board. This Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Common Shares or any other securities in the capital of the Company or any of its Affiliates other than as specifically provided for in this Plan.

Dated at Vancouver, British Columbia, this 8th day of November, 2023.

COCO POOL CORP.

Per: 

Koby Smutylo, CEO and President

Agmt. No.

Stock Option Plan of
COCO POOL CORP.

OPTION AGREEMENT

This Option Agreement is entered into between Coco Pool Corp. (the "Company") and the Optionee named below pursuant to the Company's Stock Option Plan (the "Plan") a copy of which is attached hereto, and confirms the following:

1. Grant Date: _____

2. Optionee: _____

3. Optionee's Position with the Company: _____

4. Number of Optioned Shares: _____

5. Option Price ($ per Share): _____

6. Expiry Date of Option: _____

7. Hold Period _____

[*Include the following for Options issued to, or for the account or benefit of, U.S. Optionees:* *[Incentive Stock Option] [Non-statutory Stock Option]]*

8. The Option vests as follows:

9. The Option may be exercised in whole or in part, from time to time, by delivering to the Company a notice in the form attached as Appendix "A" to this Agreement. Such notice must be accompanied by a certified cheque or bank draft payable to the Company for the full amount of the exercise price of the extent of the Option then being exercised. Upon payment, the Company shall issue and deliver or cause to be issued and delivered to you share certificates registered in your name for the number of Common Shares so purchased

10. The Option is non-assignable and non-transferable otherwise than, by will or by the law governing the devolution of property, to the Optionee's executor, administrator or other personal representative in the event of death of the Optionee.

11. In addition, any shares issued to you as a result of the exercise of the Option will be subject to a four-month hold period from the Date of Grant as required by the TSX Venture Exchange. In that connection, share certificates representing any shares issued prior to the expiry of four months from the Date of Grant will contain a legend in substantially the following form:

"WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE (THE **"EXCHANGE"**) AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [4 MONTHS AND A DAY FROM THE DATE OF GRANT]".

[*For Options issued to U.S. Optionnees, the certificate(s) representing the Shares will also be endorsed with the following or a similar legend:*

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY ACCEPTING THESE SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR

OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH RULE 144 OF THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (C) AND (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA".]

12. This Option Agreement is subject to the terms and conditions set out in the Plan, as amended or replaced from time to time. In the case of any inconsistency between this Option Agreement and the Plan, the Plan shall govern.

13. Unless otherwise indicated, all defined terms shall have the respective meanings attributed thereto in the Plan.

14. This Option Agreement may be executed by the parties hereto in as many counterparts as may be necessary, and each such agreement so executed shall be deemed to be an original and, provided that all of the parties have executed a counterpart, such counterparts together shall constitute a valid and binding agreement, and notwithstanding the date of execution shall be deemed to bear the date as set forth above. Such executed copy may be transmitted by telecopied facsimile or other electronic method of transmission, and the reproduction of signatures by facsimile or other electronic method of transmission will be treated as binding as if originals.

15. By signing this agreement, the Optionee:

    (a) acknowledges that he, she, or its authorized representative has read and understands the Plan and agrees that the Options are granted under and governed by the terms and conditions of the Plan, as may be amended or replaced from time to time; and

    (b) expressly consents to:

        (i) the disclosure of "Personal Information" about the Optionee by the Company and its representatives to the TSX Venture Exchange, and

        (ii) the collection, use and disclosure of Personal Information by the TSX Venture Exchange for the purposes described in Appendix 6A, a copy of which is attached hereto, or as otherwise identified by the TSX Venture Exchange, from time to time.

"Personal Information" means any information about the Optionee, including information contained in this Option Agreement.

[*Signature page follows*]

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

OPTIONEE:

COCO POOL CORP.

_____
Signature of Optionee

per: _____
Authorized Signatory

_____
Print Name

Appendix "A"

NOTICE TO EXERCISE STOCK OPTIONS

TO: **COCO POOL CORP.** (the "Company")

Attention: _____, President

The undersigned hereby gives notice under the Agreement of exercise of the Option (as defined in the Agreement) with respect to the Number of Options (as defined in the Agreement) designated below and encloses a certified cheque or bank draft in the designated amount representing payment in full for those shares.

Number of Options exercised: _____ Common Shares

Expiry Date _____

Exercise Price: $_____ per share

Total Amount $_____

Registration Instructions

Please register the shares as follows:

_____

_____

_____

Delivery Instructions

☐ Please mail a copy of the share certificates representing the Exercised Shares to the following address:

_____

_____

_____

Dated this _____ day of _____, 20_____.

WITNESS:)

)

)

_____) _____

Signature) Signature of Optionee

)

)

_____) _____

Print Name) Print name of Optionee

APPENDIX 6A
ACKNOWLEDGEMENT – PERSONAL INFORMATION

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as "the Exchange") collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

(a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and

(b) on the Exchange's website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.

SCHEDULE B – OMNIBUS PLAN

[SEE ATTACHED]

Draft – August 2024

VIRIDIAN METALS INC.
(FORMERLY, COCO POOL CORP.)

OMNIBUS EQUITY INCENTIVE PLAN

APPROVED BY THE BOARD OF DIRECTORS ON AUGUST 12, 2024

APPROVED BY THE SHAREHOLDERS ON SEPTEMBER 12, 2024

EFFECTIVE DATE [●]

TABLE OF CONTENTS

VIRIDIAN METALS INC.
(FORMERLY, COCO POOL CORP.)

Omnibus Equity Incentive Plan

ARTICLE 1 - PURPOSE

1.1 Purpose

The purpose of this Plan is to provide the Corporation with a share-related mechanism to attract, retain and motivate qualified Directors, Officers, Employees, Management Company Employees and Consultants, to reward such of those Directors, Officers, Employees, Management Company Employees and Consultants as may be granted Awards under this Plan by the Board from time to time for their contributions toward the long term goals and success of the Corporation and to enable and encourage such Directors, Officers, Employees, Management Company Employees and Consultants to acquire Shares as long term investments and proprietary interests in the Corporation.

1.2 Amendment to Predecessor Plan

This Plan constitutes an amendment to and restatement of the Corporation's stock option plan last ratified and approved on November 8, 2023 (the "**Predecessor Plan**"). Subject to compliance with the policies of the Exchange, all outstanding Options granted under the Predecessor Plan (the "**Predecessor Options**") shall continue to be outstanding as awards granted under and subject to the terms of this Plan, provided however that that all Options which have been granted under the Predecessor Plan remain in force in accordance with their existing terms, including but not limited to being exercisable for not less than 12 months following the closing of the proposed qualifying transaction between Viridian Metals Corp. and Coco Pool Corp.

ARTICLE 2 - INTERPRETATION

2.1 Definitions

When used herein, unless the context otherwise requires, the following terms have the indicated meanings, respectively:

"**Affiliate**" means any entity that is an "affiliate" for the purposes of National Instrument 45-106 – *Prospectus Exemptions*, as amended from time to time;

"**Award**" means any Option, Deferred Share Unit, Restricted Share Unit, Performance Share Unit or Other Share-Based Award granted under this Plan, which may be denominated or settled in Shares, cash or in such other forms as provided for herein;

"**Award Agreement**" means a signed, written agreement between a Participant and the Corporation, in the form or any one of the forms approved by the Plan Administrator, and evidencing the terms and conditions on which an Award has been granted under this Plan (including written or other applicable employment agreements) and which need not be identical to any other such agreements;

"BCBCA" means the British Columbia *Business Corporations Act*;

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

"**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks in the City of Vancouver, province of British Columbia, are open for commercial business during normal banking hours;

"**Canadian Taxpayer**" means a Participant that is resident in Canada for purposes of the Tax Act;

"**Cash Fees**" has the meaning set forth in Subsection 5.1(a);

"**Cause**" means:

(a) with respect to a particular Employee: (1) "cause" as such term is defined in the employment or other written agreement between the Corporation or a subsidiary of the Corporation and the Employee; (2) in the event there is no written or other applicable employment agreement between the Corporation or a subsidiary of the Corporation and the Employees or "cause" is not defined in such agreement, "cause" as such term is defined in the Award Agreement; or (3) in the event neither clause (1) nor (2) apply, then "cause" as such term is defined by applicable law or, if not so defined, then (A) with respect to an Award of an Employee that is not employed in the United States, such term shall refer to circumstances where an employer can terminate an individual's employment without notice or pay in lieu thereof; and (B) with respect to an Award of an Employee that is employed in the United States (i) any breach of any written agreement between the Corporation and Employee; (ii) any failure to perform assigned job responsibilities in a competent and diligent manner that continues unremedied for a period of thirty (30) days after written notice to Employee by the Corporation and Employee shall only be entitled to such notice once per calendar year; (iii) the commission of a felony or misdemeanor or failure to contest prosecution for a felony or misdemeanor; (iv) the Corporation's reasonable belief that Employee engaged in a violation of any statute, rule or regulation, any of which in the judgment of Employer is harmful to the Corporation's business or reputation; or (v) the Corporation's reasonable belief that Employee engaged in unethical practices, dishonesty or disloyalty;

(b) in the case of a Consultant (1) the occurrence of any event which, under the written consulting contract with the Consultant or the common law or the laws of the jurisdiction in which the Consultant provides services, gives the Corporation or any of its Affiliates the right to immediately terminate the consulting contract; or (2) the termination of the consulting contract as a result of an order made by any Regulatory Authority having jurisdiction to so order;

(c) in the case of a Director, ceasing to be a Director as a result of (1) ceasing to be qualified to act as a Director pursuant to the section 124 of the BCBCA; (2) a resolution having been passed by the shareholders pursuant to section 128(3) of the

BCBCA, or (3) an order made by any Regulatory Authority having jurisdiction to so order; or

(d) in the case of an Officer, (1) cause as such term is defined in the written employment agreement with the Officer or if there is no written employment agreement or cause is not defined therein, the usual meaning of just cause under the common law or the laws of the jurisdiction in which the Officer provides services; or (2) ceasing to be an Officer as a result of an order made by any Regulatory Authority having jurisdiction to so order.

"**Change in Control**" means the occurrence of any one or more of the following events:

(a) any transaction at any time and by whatever means pursuant to which any Person or any group of two or more Persons acting jointly or in concert (other than the Corporation or a wholly-owned subsidiary of the Corporation) hereafter acquires the direct or indirect beneficial ownership of, or acquires the right to exercise Control or direction over, securities of the Corporation representing more than 50% of the then issued and outstanding voting securities of the Corporation, including, without limitation, as a result of a take-over bid, an exchange of securities, an amalgamation of the Corporation with any other entity, an arrangement, a capital reorganization or any other business combination or reorganization;

(b) the sale, assignment or other transfer of all or substantially all of the consolidated assets of the Corporation to a Person other than a wholly-owned subsidiary of the Corporation;

(c) the dissolution or liquidation of the Corporation, other than in connection with the distribution of assets of the Corporation to one or more Persons which were wholly-owned subsidiaries of the Corporation prior to such event;

(d) the occurrence of a transaction requiring approval of the Corporation's shareholders whereby the Corporation is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any other Person (other than a short form amalgamation or exchange of securities with a wholly-owned subsidiary of the Corporation);

(e) subject to the prior acceptance of the Exchange, any other event which the Board determines to constitute a change in control of the Corporation; or

(f) individuals who comprise the Board as of the last annual meeting of shareholders of the Corporation (the "**Incumbent Board**") for any reason cease to constitute at least a majority of the members of the Board, unless the election, or nomination for election by the Corporation's shareholders, of any new director was approved by a vote of at least a majority of the Incumbent Board, and in that case such new director shall be considered as a member of the Incumbent Board;

provided that, notwithstanding clauses (a), (b), (c) and (d) above, a Change in Control shall be deemed not to have occurred pursuant to clauses (a), (b), (c) or (d) above if immediately following the transaction set forth in clause (a), (b), (c) or (d) above: (A) the holders of

securities of the Corporation that immediately prior to the consummation of such transaction represented more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors of the Corporation hold (x) securities of the entity resulting from such transaction (including, for greater certainty, the Person succeeding to assets of the Corporation in a transaction contemplated in clause (b) above) (the "**Surviving Entity**") that represent more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors or trustees ("**voting power**") of the Surviving Entity, or (y) if applicable, securities of the entity that directly or indirectly has beneficial ownership of 100% of the securities eligible to elect directors or trustees of the Surviving Entity (the "**Parent Entity**") that represent more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors or trustees of the Parent Entity, and (B) no Person or group of two or more Persons, acting jointly or in concert, is the beneficial owner, directly or indirectly, of more than 50% of the voting power of the Parent Entity (or, if there is no Parent Entity, the Surviving Entity) (any such transaction which satisfies all of the criteria specified in clauses (A) and (B) above being referred to as a "**Non-Qualifying Transaction**" and, following the Non-Qualifying Transaction, references in this definition of "Change in Control" to the "Corporation" shall mean and refer to the Parent Entity (or, if there is no Parent Entity, the Surviving Entity) and, if such entity is a Company or a trust, references to the "Board" shall mean and refer to the board of directors or trustees, as applicable, of such entity).

Notwithstanding the foregoing, for purposes of any Award that constitutes "deferred compensation" (within the meaning of Section 409A of the Code), the payment of which would be required upon, or accelerated upon, a Change in Control, a transaction will not be deemed a Change in Control for Awards granted to any Participant who is a U.S. Taxpayer unless the transaction qualifies as "a change in control event" within the meaning of Section 409A of the Code;

"**Code**" means the United States Internal Revenue Code of 1986, as amended from time to time;

"**Committee**" has the meaning set forth in Section 3.2;

"**Company**" unless specifically indicated otherwise, means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

"**Consultant**" means, in relation to the Corporation an individual (other than a Director, Officer or Employee of the Corporation or any of its subsidiaries) or Company that:

(a) is engaged to provide on an ongoing *bona fide* basis, consulting, technical management or other services to the Corporation or to any of its subsidiaries, other than services provided in relation to a Distribution (as defined in the *Securities Act* (British Columbia);

(b) provides the services under a written contract between the Corporation or any of its subsidiaries and the individual or the Company, as the case may be; and

(c) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a subsidiary of the Corporation;

"**Consultant Company**" means a Consultant that is a Company;

"**Control**" means:

(a) when applied to the relationship between a Person and a corporation, the beneficial ownership by that Person, directly or indirectly, of voting securities or other interests in such corporation entitling the holder to exercise control and direction in fact over the activities of such corporation;

(b) when applied to the relationship between a Person and a partnership, limited partnership, trust or joint venture, means the contractual right to direct the affairs of the partnership, limited partnership, trust or joint venture; and

(c) when applied in relation to a trust, the beneficial ownership at the relevant time of more than 50% of the property settled under the trust, and

the words "**Controlled by**", "**Controlling**" and similar words have corresponding meanings; provided that a Person who controls a corporation, partnership, limited partnership or joint venture will be deemed to Control a corporation, partnership, limited partnership, trust or joint venture which is Controlled by such Person and so on;

"**Corporation**" means Viridian Metals Inc. (formerly, Coco Pool Corp.);

"**Date of Grant**" means, for any Award, the current date or future date specified by the Plan Administrator at the time it grants the Award or if no such date is specified, the date upon which the Award was granted;

"**Deferred Share Unit**" or "**DSU**" means any right granted under Article 5 of this Plan;

"**Director**" means a director of the Corporation who is not an Employee;

"**Director Fees**" means the total compensation (including annual retainer and meeting fees, if any) paid by the Corporation to a Director in a calendar year for service on the Board;

"**Disabled**" or "**Disability**" means, in respect of a Participant, suffering from a state of mental or physical disability, illness or disease that prevents the Participant from carrying out their normal duties as an Employee for a continuous period of six months or for any period of six months in any consecutive twelve month period, as certified by two medical doctors or as otherwise determined in accordance with procedures established by the Plan Administrator for purposes of this Plan;

"**Discounted Market Price**" has the meaning ascribed to such term in the policies of the TSXV;

"**Disinterested Shareholder Approval**" means approval in accordance with TSXV Policy 4.4 by the Corporation's shareholders at a duly constituted shareholders meeting, excluding: (i) votes attached to the Shares beneficially owned by Insiders to whom Awards may be granted under the Plan and their associates and affiliates; and (ii) such other excluded votes as described under TSXV Policy 4.4;

"**Effective Date**" means the effective date of this Plan, being [●], 2024;

"**Elected Amount**" has the meaning set forth in Subsection 5.1(a);

"**Electing Person**" means a Participant who is, on the applicable Election Date, a Director;

"**Election Date**" means the date on which the Electing Person files an Election Notice in accordance with Subsection 5.1(b);

"**Election Notice**" has the meaning set forth in Subsection 5.1(b);

"**Employee**" means:

(a) an individual who is considered an employee of the Corporation or any of its subsidiaries under the *Income Tax Act* (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;

(b) an individual who works full-time for the Corporation or any of its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiaries over the details and methods of work as an employee of the Corporation or of its subsidiaries, as the case may be, but for whom income tax deductions are not made at source; or

(c) an individual who works for the Corporation or any of its subsidiaries on a continuing and regular basis for a minimum of five (5) hours per week, providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiary over the details and methods of work as an employee of the Corporation or of its subsidiaries, as the case may be, but for whom income tax deductions are not made at source;

"**Exchange**" means, as applicable, the TSXV, the TSX, or any other exchange on which the Shares are or may be listed from time to time;

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

"**Exercise Price**" means the price at which an Option Share may be purchased pursuant to the exercise of an Option;

"**Expiry Date**" means the expiry date specified in the Award Agreement (which shall not be later than the tenth anniversary of the Date of Grant) or, if not so specified, means the tenth anniversary of the Date of Grant;

"**Fair Market Value**" with respect to one Share as of any date shall mean (a) if the Shares are listed on the Exchange, the price of one Share at the close of the regular trading session of such Exchange on the last trading day prior to such date, and if no sale of Shares shall have occurred on such date, on the next preceding date on which there was a sale of Shares (subject to such price not being less than the lowest allowed price as defined in the policies of such Exchange); (b) if the Shares are not so listed on an established Exchange, the average of the closing "bid" and "asked" prices quoted by the OTC Markets, the National Quotation Bureau, or any comparable reporting service on such date or, if there are no quoted "bid" and "asked" prices on such date, on the next preceding date for which there are such quotes for a Share; or (c) if the Shares are not publicly traded as of such date, the per share value of one Share, as determined by the Board, or any duly authorized Committee of the Board, in its sole discretion, by applying principles of valuation with respect thereto, and with respect to Options awarded to U.S Taxpayers, such valuation principles will be in accordance with U.S. Treasury Regulation Section 1.409A-1(b)(5)(iv)(B)(1).

"**Insider**" has the meaning given to such term in the *Securities Act* (British Columbia);

"**Investor Relations Activities**" means any activities or oral or written communications, by or on behalf of the Corporation or shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:

(a) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation:

(i) to promote the sale of products or services of the Corporation; or

(ii) to raise public awareness of the Corporation;

that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;

(b) activities or communications necessary to comply with the requirements of:

(i) applicable securities laws; and

(ii) Exchange requirements or the by-laws, rules or other regulatory instruments of any other self-regulatory body or Exchange having jurisdiction over the Corporation;

(c) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:

(i) the communication is only through the newspaper, magazine or publication; and

(ii) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or

(d) activities or communications that may be otherwise specified by an Exchange.

"**Investor Relations Service Provider**" includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities.

"**Management Company Employee**" means an individual employed by a Company providing management services to the Corporation, which services are required for the ongoing successful operation of the business enterprise of the Corporation,

"**Market Price**" at any date in respect of the Shares shall be determined as follows

(a) if the Shares are then listed on an Exchange, then the Market Price shall be the volume weighted average trading price on such Exchange for the ten trading days immediately preceding such date (subject to, whilst the Shares are listed on the TSXV such price not being less than the Discounted Market Price (as defined in the policies of the TSXV); and

(b) if the Shares are not listed on an Exchange, then the Market Price shall be, subject to the necessary approvals of the applicable Regulatory Authorities, the Fair Market Value of the Shares on such date as determined by the Board in its discretion;

"**Officer**" means an officer (as defined under Securities Laws) of the Corporation or of any of its subsidiaries;

"**Options**" means a right granted to a Participant by the Corporation to acquire Shares of the Corporation at a specified price for a specified period of time;

"**Option Shares**" means Shares issuable by the Corporation upon the exercise of outstanding Options;

"**Other Share-Based Award**" means any right granted under Article 8;

"**Participant**" means a Director, Officer, Employee, Management Company Employee or Consultant to whom an Award has been granted under this Plan;

"**Participant's Employer**" means with respect to a Participant that is or was an Employee, the Corporation or such subsidiary of the Corporation as is or, if the Participant has ceased to be employed by the Corporation or such subsidiary of the Corporation, was the Participant's Employer;

"**Performance Goals**" means performance goals expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Corporation, a subsidiary of the Corporation, a division of the Corporation or a subsidiary of the Corporation, or an individual, or may be applied to the performance of the Corporation or a subsidiary of the

Corporation relative to a market index, a group of other companies or a combination thereof, or on any other basis, all as determined by the Plan Administrator in its discretion;

"**Performance Share Unit**" or "**PSU**" means any right granted under Article 7 of this Plan;

"**Person**" means an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in their capacity as trustee, executor, administrator or other legal representative;

"**Plan**" means this Omnibus Equity Incentive Plan, as may be amended from time to time;

"**Plan Administrator**" means the Board or, to the extent that the administration of this Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

"**Predecessor Options**" has the meaning set forth in Subsection 1.2;

"**Predecessor Plan**" has the meaning set forth in Subsection 1.2;

"**Regulatory Authorities**" means all stock exchanges, inter-dealer quotation networks and other organized trading facilities on which the Shares are listed and all securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation;

"**Restricted Share Unit**" or "**RSU**" means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Article 6;

"**Retirement**" means, unless otherwise defined in the Participant's written or other applicable employment agreement or in the Award Agreement, the termination of the Participant's working career at the age of 67 or such other retirement age, with consent of the Plan Administrator, if applicable;

"**Section 409A of the Code**" means Section 409A of the Code and all regulations, guidance, compliance programs, and other interpretive authority issued thereunder;

"**Securities Laws**" means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that govern or are applicable to the Corporation or to which it is subject;

"**Security Based Compensation Arrangement**" means an Option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to Directors, Officers, Employees and/or service providers of the Corporation or any subsidiary of the Corporation;

"Separation from Service" has the meaning ascribed to it under Section 409A of the Code.

"**Share**" means one common share in the capital of the Corporation as constituted on the Effective Date, or any share or shares issued in replacement of such common share in compliance with Canadian law or other applicable law, and/or one share of any additional class of common shares in the capital of the Corporation as may exist from time to time, or after an adjustment contemplated by Article 11, such other shares or securities to which the holder of an Award may be entitled as a result of such adjustment;

"**subsidiary**" means an issuer that is Controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary, or any other entity in which the Corporation has an equity interest and is designated by the Plan Administrator, from time to time, for purposes of this Plan to be a subsidiary, provided that, in the case of a Canadian Taxpayer, the issuer is related (for purposes of the Tax Act) to the Corporation;

"**Tax Act**" means the *Income Tax Act* (Canada);

"**Termination Date**" means:

(a) in the case of an Employee whose employment with the Corporation or a subsidiary of the Corporation terminates: (i) the date designated by the Employee and the Corporation or a subsidiary of the Corporation in a written employment agreement, or other written agreement between the Employee and Corporation or a subsidiary of the Corporation, or (ii) if no written employment agreement exists, the date designated by the Corporation or a subsidiary of the Corporation, as the case may be, on which an Employee ceases to be an employee of the Corporation or the subsidiary of the Corporation, as the case may be, provided that, in the case of termination of employment by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given, and "Termination Date" specifically does not mean the date of termination of any period of reasonable notice that the Corporation or the subsidiary of the Corporation (as the case may be) may be required by law to provide to the Participant;

(b) in the case of a Consultant whose consulting agreement or arrangement with the Corporation or a subsidiary of the Corporation, as the case may be, terminates, the date that is designated by the Corporation or the subsidiary of the Corporation (as the case may be), as the date on which the Participant's consulting agreement or arrangement is terminated, provided that in the case of voluntary termination by the Participant of the Participant's consulting agreement or other written arrangement, such date shall not be earlier than the date notice of voluntary termination was given, and "Termination Date" specifically does not mean the date on which any period of notice of termination that the Corporation or the subsidiary of the Corporation (as the case may be) may be required to provide to the Participant under the terms of the consulting agreement or arrangement expires;

(c) in the case of a Director or Officer, the date such individual ceases to be a Director or Officer, unless the individual continues to be a Participant in another capacity; or

(d) notwithstanding the foregoing, in the case of a U.S. Taxpayer, a Participant's "Termination Date" will be the date the Participant experiences a Separation from Service with the Corporation or a subsidiary of the Corporation.

"**TSX**" means the Toronto Stock Exchange;

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

"**U.S.**" means the United States of America;

"**U.S. Taxpayer**" shall mean a Participant who, with respect to an Award, is subject to taxation under the applicable U.S. tax laws; and

"**VWAP**" means the volume weighted average trading price of the Shares on the Exchange calculated by dividing the total value by the total volume of such securities traded for the five trading days immediately preceding the exercise of the subject Options.

2.2 Interpretation

(a) Whenever the Plan Administrator exercises discretion in the administration of this Plan, the term "discretion" means the sole and absolute discretion of the Plan Administrator.

(b) As used herein, the terms "Article", "Section", "Subsection" and "clause" mean and refer to the specified Article, Section, Subsection and clause of this Plan, respectively.

(c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.

(d) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment is required to be made on a day which is not a Business Day such action shall be taken or such payment shall be made by the immediately preceding Business Day.

(e) Unless otherwise specified, all references to money amounts are to Canadian currency.

(f) The headings used herein are for convenience only and are not to affect the interpretation of this Plan.

ARTICLE 3 - ADMINISTRATION

3.1 Administration

This Plan will be administered by the Plan Administrator and the Plan Administrator has sole and complete authority, in its discretion, to:

(a) determine the individuals to whom grants of Awards under the Plan may be made;

(b) make grants of Awards under the Plan, whether relating to the issuance of Shares or otherwise (including any combination of Options, Deferred Share Units, Restricted Share Units, Performance Share Units or Other Share-Based Awards), in such amounts, to such Persons and, subject to the provisions of this Plan, on such terms and conditions as it determines including without limitation:

(i) the time or times at which Awards may be granted;

(ii) the conditions under which:

(A) Awards may be granted to Participants; or

(B) Awards may be forfeited to the Corporation,

including vesting and any conditions relating to the attainment of specified Performance Goals;

(iii) the number of Shares to be covered by any Award;

(iv) the price, if any, to be paid by a Participant in connection with the purchase of Shares covered by any Awards;

(v) whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of any Award, and the nature of such restrictions or limitations, if any; and

(vi) any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Plan Administrator may determine;

(c) establish the form or forms of Award Agreements;

(d) cancel, amend, adjust or otherwise change any Award under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of this Plan;

(e) construe and interpret this Plan and all Award Agreements;

(f) adopt, amend, prescribe and rescind administrative guidelines and other rules and regulations relating to this Plan, including rules and regulations relating to sub-

plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(g) if an Award is to be granted to Employees, Consultants, or Management Company Employees, the Plan Administrator and the Participant to whom that Award is to be granted are responsible for ensuring and confirming that the Participant is a bona fide Employee, Consultant, or Management Company Employee; and

(h) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Plan.

Notwithstanding the foregoing, the grant of any Other Share-Based Awards that are not Options, Deferred Share Units, Restricted Share Units or Performance Share Units will be subject to Exchange and shareholder approval (as applicable).

3.2 Delegation to Committee

(a) The initial Plan Administrator shall be the Board.

(b) To the extent permitted by applicable law, the Board may, from time to time, delegate to a committee of the Board (the "**Committee**") all or any of the powers conferred on the Plan Administrator pursuant to this Plan, including the power to sub-delegate to any member(s) of the Committee or any specified officer(s) of the Corporation or its subsidiaries all or any of the powers delegated by the Board. In such event, the Committee or any sub-delegate will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party.

3.3 Determinations Binding

Except as may be otherwise set forth in any written employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant, any decision made or action taken by the Board, the Committee or any sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration or interpretation of this Plan is final, conclusive and binding on the Corporation and all subsidiaries of the Corporation, the affected Participant(s), their respective legal and personal representatives and all other Persons.

3.4 Eligibility

All Directors, Officers, Employees, Management Company Employees and Consultants are eligible to participate in the Plan, subject to Section 10.1(f). Only Directors are eligible to receive DSUs. Participation in the Plan is voluntary and eligibility to participate does not confer upon any Director, Officer, Employee, Management Company Employee or Consultant any right to receive any grant of an Award pursuant to the Plan. The extent to which any Director, Officer, Employee, Management Company Employee or Consultant is entitled to receive a grant of an Award pursuant to the Plan will be determined in the discretion of the Plan Administrator.

3.5 Plan Administrator Requirements

Any Award granted under this Plan shall be subject to the requirement that, if at any time the Corporation shall determine that the listing, registration or qualification of the Shares issuable pursuant to such Award upon any securities exchange or under any Securities Laws of any jurisdiction, or the consent or approval of the Exchange and any securities commissions or similar securities regulatory bodies having jurisdiction over the Corporation is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Shares thereunder, such Award may not be accepted or exercised, as applicable, in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Plan Administrator. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval. Participants shall, to the extent applicable, cooperate with the Corporation in complying with such legislation, rules, regulations and policies.

3.6 Total Shares Subject to Awards

(a) In respect of Options:

(i) Subject to adjustment as provided for in Article 11 and any subsequent amendment to this Plan, the aggregate number of Shares reserved for issuance pursuant to Awards of Options granted under this Plan (including the Predecessor Options) shall not exceed 10.00% of the Corporation's total issued and outstanding Shares from time to time.

(ii) To the extent any Awards of Options (or portion(s) thereof) under this Plan have been exercised or expire, terminate or are cancelled for any reason prior to their exercise, then any Shares subject to such Awards (or portion(s) thereof) shall be added back to the number of Shares reserved for issuance under this Plan and will again become available for issuance pursuant to the exercise of Awards of Options granted under this Plan.

(b) In respect of Deferred Share Units, Restricted Share Units or Performance Share Units:

(i) Subject to adjustment as provided for in Article 11 and any subsequent amendment to this Plan, the aggregate number of Shares reserved for issuance pursuant to Awards other than for Options granted under this Plan shall not exceed 10.00% of the Corporation's total issued and outstanding Shares from time to time.

(ii) To the extent any Awards other than for Options (or portion(s) thereof) under this Plan terminate or are cancelled for any reason prior to exercise, then any Shares subject to such Awards (or portion(s) thereof) shall be added back to the number of Shares reserved for issuance under this Plan and will again become available for issuance pursuant to the exercise of Awards (other than for Options) granted under this Plan. Shares will not be

deemed to have been issued pursuant to the Plan with respect to any portion of an Award (other than for Options) that is settled in cash.

(c) Any Shares issued by the Corporation through the assumption or substitution of outstanding stock options or other equity-based awards from an acquired Company will reduce the number of Shares available for issuance pursuant to the exercise of Awards granted under this Plan.

3.7 Limits on Grants of Awards

Notwithstanding anything in this Plan:

(a) If the Corporation is subject to the policies of the TSXV, the number of Shares issuable pursuant to Awards which may be issuable under the Corporation's Security Based Compensation Arrangements in existence from time to time on and after the effective date of the Plan,:

(i) to Insiders (as a group) shall be no more than 10% of the issued and outstanding share capital of the Corporation at any point in time, unless the Corporation has obtained Disinterested Shareholder Approval;

(ii) to Insiders (as a group) shall be no more than 10% of the issued and outstanding share capital of the Corporation within any 12 month period, calculated as at the date any Award is granted to any Insider, unless the Corporation has obtained Disinterested Shareholder Approval;

(iii) to any one Person, shall be no more than 5% of the issued and outstanding share capital of the Corporation within any 12 month period, calculated as at the date any Award is granted, with the exception of a Consultant who may not receive grants of more than 2% of the issued and outstanding share capital of the Corporation within any 12 month, calculated as at the date any Award is granted;

(iv) to all Investor Relations Service Providers, shall be no more than an aggregate of 2% of the number of issued and outstanding Shares in the capital of the Corporation within any 12 month period, calculated as at the date any Award is granted, and shall only include Awards of Options (and no other form of Award); and

(v) if the recipient of an Award is a Company, excluding Participants that are Consultant Companies, then such recipient must provide the TSXV with a completed *Certification and Undertaking Required from a Company Granted Security Based Compensation* in the form of Schedule "A" to Form 4G - *Summary Form – Security Based Compensation*.

(b) If the Corporation is subject to the policies of the TSX then the aggregate number of Shares:

(i) issuable to Insiders at any time under all of the Corporation's Security Based Compensation Arrangements, shall not exceed 10% of the Corporation's total issued and outstanding Shares; and

(ii) issued to Insiders within any one year period, under all of the Corporation's Security Based Compensation Arrangements, shall not exceed 10% of the Corporation's total issued and outstanding Shares.

3.8 Award Agreements

Each Award under this Plan will be evidenced by an Award Agreement. Each Award Agreement will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Plan Administrator may direct. Any one Officer of the Corporation is authorized and empowered to execute and deliver, for and on behalf of the Corporation, any Award Agreement to a Participant granted an Award pursuant to this Plan.

3.9 Non-transferability of Awards

Except as permitted by the Exchange, and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant by will or as required by law, no assignment or transfer of Awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Awards or under this Plan whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect.

ARTICLE 4 - OPTIONS

4.1 Granting of Options

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Options to any Participant. The terms and conditions of each Option grant shall be evidenced by an Award Agreement.

4.2 Exercise Price

The Plan Administrator will establish the Exercise Price at the time each Option is granted, which Exercise Price must in all cases be not less than the Fair Market Value on the Date of Grant (and not less than Discounted Market Price where the Corporation's Shares are listed on the TSXV).

4.3 Term of Options

Subject to any accelerated termination as set forth in this Plan, each Option expires on its Expiry Date and the Plan Administrator will ensure that no Option shall be exercised beyond the date permitted by the Exchange. In particular, according to Section 4.12(a) of TSXV Policy 4.4, options can be exercisable for a maximum of 10 years.

4.4 Vesting and Exercisability

(a) The Plan Administrator shall have the authority to determine the vesting terms applicable to grants of Options provided that for so long as the Corporation is listed on the TSXV: (i) Options granted to Investor Relations Service Providers shall be subject to the vesting requirements set out in TSXV Policy 4.4 and contain vesting provisions over 12 months on a quarterly basis.; and (ii) Awards granted to all other Participants shall be subject to the vesting requirements of TSXV Policy 4.4.

(b) Once an instalment of an Option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option, unless otherwise specified by the Plan Administrator, or as may be otherwise set forth in any written employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant. Each vested Option or instalment thereof may be exercised at any time or from time to time, in whole or in part, for up to the total number of Option Shares with respect to which it is then exercisable. The Plan Administrator has the right to accelerate the date upon which any instalment of any Option, other than an Option granted to an Investor Relations Service Provider, becomes exercisable.

(c) Subject to the provisions of this Plan and any Award Agreement, Options shall be exercised by means of a fully completed Exercise Notice delivered to the Corporation. No acceleration of the vesting provisions on Options granted to Investor Relations Service Providers is allowed without prior TSXV acceptance, if applicable.

(d) The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in this Section 4.4, such as vesting conditions relating to the attainment of specified Performance Goals.

4.5 Payment of Exercise Price

(a) Unless otherwise specified by the Plan Administrator at the time of granting an Option and set forth in the particular Award Agreement, the Exercise Notice must be accompanied by payment of the Exercise Price. The Exercise Price must be fully paid by wire transfer, certified cheque, bank draft or money order payable to the Corporation or by such other means as might be specified from time to time by the Plan Administrator, which may include: (i) in the event that payment of the Exercise Price is occurring via cashless or net exercise in accordance with Sections 4.6 and 4.7 of this Plan, respectively, through an arrangement with a broker approved by the Corporation (or through an arrangement directly with the Corporation); or (ii) such other consideration and method of payment for the issuance of Shares to the extent permitted by the Exchange and Securities Laws, or any combination of the foregoing methods of payment.

(b) No Shares will be issued or transferred until full payment therefor has been received by the Corporation.

4.6 Cashless Exercise

Subject to prior approval by the Board, where the Corporation has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to a Participant to purchase the Shares underlying Options, the Participant may borrow money from such brokerage firm to exercise Options. The brokerage firm will then sell a sufficient number of Shares to cover the Exercise Price of such Option in order to repay the loan made to the Participant. The brokerage firm will receive an equivalent number of Shares from the exercise of such Options and the Participant will receive the balance of the Shares or the cash proceeds from the balance of such Shares.

4.7 Net Exercise of Options

Subject to prior approval by the Board, a Participant, excluding Options held by any Investor Relations Service Provider, may elect to surrender for cancellation to the Corporation any vested Option. The Corporation will issue to the Participant, as consideration for the surrender of the Option, that number of Option Shares (rounded down to the nearest whole number) determined on a net issuance basis in accordance with the following formula below. The Corporation may elect to forego any deduction in accordance with subsection 110(1.1) of the Tax Act:

$$X = \frac{Y\,(A - B)}{A}$$

where:

X = The number of Option Shares issuable to the Participant as consideration in respect of the exchange or surrender of an Option under this Section 4.7;

Y = The number of Option Shares issuable with respect to the vested portion of the Option exercised by the Participant (the "**Subject Options**");

A = The VWAP of the Shares; and

B = The Exercise Price of the Subject Options.

In the event of a Cashless Exercise or Net Exercise, the number of Options exercised, surrendered or converted, and not the number of listed shares actually issued by the Corporation, must be included in calculating the limits set forth in section 3.6 and 3.7 of the Plan.

ARTICLE 5 - DEFERRED SHARE UNITS

5.1 Granting of DSUs

(a) The Plan Administrator may fix, from time to time, a portion of the Director Fees that is to be payable in the form of DSUs. In addition, each Electing Person may be given, subject to the conditions stated herein, the right to elect in accordance with Section 5.1(b) to participate in the grant of additional DSUs pursuant to this Article 5. An Electing Person who elects to participate in the grant of additional DSUs pursuant to this Article 5 shall receive their Elected Amount (as that term is defined below) in the form of DSUs in lieu of cash. The "**Elected Amount**" shall be an amount, as elected by the Director, in accordance with applicable tax law, between

0% and 100% of any Director Fees that are otherwise intended to be paid in cash (the "**Cash Fees**").

(b) Each Electing Person who elects to receive their Elected Amount in the form of DSUs in lieu of cash will be required to file a notice of election in the form of Schedule A hereto (the "**Election Notice**") with the Chief Financial Officer of the Corporation: (i) in the case of an existing Electing Person, by December 31st in the year prior to the year in which the services giving rise to the compensation are performed (other than for Director Fees payable for the 2023 financial year to any Electing Person who is not a U.S. Taxpayer as of the date of this Plan, in which case such Electing Person shall file the Election Notice by the date that is 30 days from the effective date of the Plan with respect to compensation paid for services to be performed after such date); and (ii) in the case of a newly appointed Electing Person who is not a U.S. Taxpayer, within 30 days of such appointment with respect to compensation paid for services to be performed after such date. In the case of an existing Electing Person who is a U.S. Taxpayer as of the Effective Date of this Plan and who was not eligible to participate in the Predecessor Plan or in any other deferred compensation plan required to be aggregated with this Plan for purposes of Code Section 409A, an initial Election Notice may be filed by the date that is 30 days from the Effective Date only with respect to compensation paid for services to be performed after the Election Date; and in the case of a newly appointed Electing Person who is a U.S. Taxpayer, an Election Notice may be filed within 30 days of such appointment only with respect to compensation paid for services to be performed after the Election Date. If no election is made within the foregoing time frames, the Electing Person shall be deemed to have elected to be paid the entire amount of their Cash Fees in cash.

(c) Subject to Subsection 5.1(d), the election of an Electing Person under Subsection 5.1(b) shall be deemed to apply to all Cash Fees that would be paid subsequent to the filing of the Election Notice, and such Electing Person is not required to file another Election Notice for subsequent calendar years.

(d) Each Electing Person who is not a U.S. Taxpayer is entitled once per calendar year to terminate their election to receive DSUs in lieu of Cash Fees by filing with the Chief Financial Officer of the Corporation a notice in the form of Schedule B hereto. Such termination shall be effective immediately upon receipt of such notice, provided that the Corporation has not imposed a "black-out" on trading. Thereafter, any portion of such Electing Person's Cash Fees payable or paid in the same calendar year and, subject to complying with Subsection 5.1(b), all subsequent calendar years shall be paid in cash. For greater certainty, to the extent an Electing Person terminates their participation in the grant of DSUs pursuant to this Article 5, they shall not be entitled to elect to receive the Elected Amount, or any other amount of their Cash Fees in DSUs in lieu of cash again until the calendar year following the year in which the termination notice is delivered. An election by a U.S. Taxpayer to receive the Elected Amount in DSUs in lieu of cash for any calendar year is irrevocable for that calendar year after the expiration of the election period for that year, and any termination of the election will not take effect until the

first day of the calendar year following the calendar year in which the termination notice in the form of Schedule C is delivered.

(e) Any DSUs granted pursuant to this Article 5 prior to the delivery of a termination notice pursuant to Section 5.1(d) shall remain in the Plan following such termination and will be redeemable only in accordance with the terms of the Plan.

(f) The number of DSUs (including fractional DSUs) granted at any particular time pursuant to this Article 5 will be calculated by dividing (i) the amount of any compensation that is to be paid in DSUs (including Director Fees and any Elected Amount), as determined by the Plan Administrator, by (ii) the Market Price of a Share on the Date of Grant.

(g) In addition to the foregoing, the Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant DSUs to any Participant.

5.2 DSU Account

All DSUs received by a Participant (which, for greater certainty includes Electing Persons) shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant. The terms and conditions of each DSU grant shall be evidenced by an Award Agreement.

5.3 Vesting of DSUs

Subject to TSXV Policy 4.4, the Plan Administrator shall have the authority to determine the vesting terms applicable to grants of DSUs.

5.4 Settlement of DSUs

(a) DSUs shall be settled on the date established in the Award Agreement; provided, however that in no event shall a DSU Award be settled prior to a Participant's retirement, termination of employment or death, or in the case of a Participant that is a Canadian Participant, later than one (1) year following the date of the applicable Participant's retirement, termination of employment or directorship or death. If the Award Agreement does not establish a date for the settlement of the DSUs, then the settlement date shall be the date of the Participant's retirement, termination of employment, or death, subject to the delay that may be required under Section 12.8(d) below in the case of a U.S. Taxpayer. Subject to Section 12.8(d) below in the case of a U.S. Taxpayer, and except as otherwise provided in an Award Agreement, on the settlement date for any DSU, each vested DSU will be redeemed for:

(i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct, or

(ii) a cash payment, or

(iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,

in each case as determined by the Plan Administrator in its discretion.

In the case of the death of a Participant, the entitlement to make a claim by heirs/administrators must not exceed 1 year from the Participant's death.

(b) Any cash payments made under this Section 5.4 by the Corporation to a Participant in respect of DSUs to be redeemed for cash shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Market Price as at the settlement date.

(c) Payment of cash to Participants on the redemption of vested DSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.

ARTICLE 6 - RESTRICTED SHARE UNITS

6.1 Granting of RSUs

(a) The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant RSUs to any Participant in respect of services rendered in the year of grant. The terms and conditions of each RSU grant shall be evidenced by an Award Agreement.

(b) The number of RSUs (including fractional RSUs) granted at any particular time pursuant to this Article 6 will be calculated by dividing (i) the amount of any compensation that is to be paid in RSUs, as determined by the Plan Administrator, by (ii) the Market Price of a Share on the Date of Grant.

6.2 RSU Account

All RSUs received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant.

6.3 Vesting of RSUs

Subject to TSXV Policy 4.4, the Plan Administrator shall have the authority to determine the vesting terms applicable to grants of RSUs.

6.4 Settlement of RSUs

(a) The Plan Administrator shall have the sole authority to determine the settlement terms, including time of settlement, applicable to the grant of RSUs and such terms will be set forth in the applicable Award Agreement. Subject to Section 12.8(d) below and except as otherwise provided in an Award Agreement, on the settlement date for any RSU, the each vested RSU will be redeemed for:

(i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct, or

(ii) a cash payment, or

(iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,

in each case as determined by the Plan Administrator in its discretion.

(b) Any cash payments made under this Section 6.4 by the Corporation to a Participant in respect of RSUs to be redeemed for cash shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Market Price per Share as at the settlement date.

(c) Payment of cash to Participants on the redemption of vested RSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.

(d) Subject to Section 12.8(d) below and except as otherwise provided in an Award Agreement, no settlement date for any RSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any RSU, under this Section 6.4 any later than the final Business Day of the third calendar year following the year in which the RSU is granted.

ARTICLE 7 - PERFORMANCE SHARE UNITS

7.1 Granting of PSUs

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant PSUs to any Participant in respect of services rendered in the year of grant. The terms and conditions of each PSU grant, including time of settlement, shall be evidenced by an Award Agreement. Each PSU will consist of a right to receive a Share, cash payment, or a combination thereof (as provided in Section 7.6(a)), upon the achievement of such Performance Goals during such performance periods as the Plan Administrator shall establish.

7.2 Terms of PSUs

The Performance Goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the termination of a Participant's employment and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Plan Administrator and by the other terms and conditions of any PSU, all as set forth in the applicable Award Agreement.

7.3 Performance Goals

The Plan Administrator will issue Performance Goals prior to the Date of Grant to which such Performance Goals pertain. The Performance Goals may be based upon the achievement of

corporate, divisional or individual goals, and may be applied relative to performance relative to an index or comparator group, or on any other basis determined by the Plan Administrator. The Plan Administrator may modify the Performance Goals as necessary to align them with the Corporation's corporate objectives, subject to any limitations set forth in an Award Agreement or an employment or other agreement with a Participant. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur), all as set forth in the applicable Award Agreement.

7.4 PSU Account

All PSUs received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant.

7.5 Vesting of PSUs

Subject to TSXV Policy 4.4, the Plan Administrator shall have the authority to determine the vesting terms applicable to grants of PSUs.

7.6 Settlement of PSUs

(a) The Plan Administrator shall have the authority to determine the settlement terms applicable to the grant of PSUs, which shall be set forth in the applicable Award Agreement. Subject to Section 12.8(d) below and except as otherwise provided in an Award Agreement, on the settlement date for any PSU, each vested PSU will be redeemed for:

(i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct, or

(ii) a cash payment, or

(iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,

in each case as determined by the Plan Administrator in its discretion.

(b) Any cash payments made under this Section 7.6 by the Corporation to a Participant in respect of PSUs to be redeemed for cash shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Market Price per Share as at the settlement date.

(c) Payment of cash to Participants on the redemption of vested RSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.

(d) Subject to Section 12.8(d) below and except as otherwise provided in an Award Agreement, no settlement date for any PSU shall occur, and no Share shall be issued

or cash payment shall be made in respect of any PSU, under this Section 7.6 any later than the final Business Day of the third calendar year following the year in which the PSU is granted.

ARTICLE 8 - OTHER SHARE-BASED AWARDS

Subject to prior acceptance of the Exchange, the Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Other Share-Based Awards to any Participant. The terms and conditions of each Other Share-Based Award grant shall be evidenced by an Award Agreement. Each Other Share-Based Award shall consist of a right (1) which is other than an Award or right described in Article 4, Article 5, Article 6, and Article 7 above, and (2) which is denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares) as are deemed by the Plan Administrator to be consistent with the purposes of the Plan; provided, however, that such right will comply with applicable law and the rules of the Exchange. Subject to prior acceptance of the Exchange, the terms of this Plan, and any applicable Award Agreement, the Plan Administrator will determine the terms and conditions of Other Share-Based Awards. Shares or other securities delivered pursuant to a purchase right granted under this Article 8 will be purchased for such consideration, which may be paid by such method or methods and in such form or forms, including, without limitation, cash, Shares, other securities, other Awards, other property, or any combination thereof, as the Plan Administrator shall determine in its discretion.

ARTICLE 9 - ADDITIONAL AWARD TERMS

9.1 Dividend Equivalents

(a) Unless otherwise determined by the Plan Administrator and set forth in the particular Award Agreement, and subject to the restrictions of the Exchange set out in Subsection 3.7(a) above (if the Corporation is subject to the policies of the TSXV), as part of a Participant's grant of DSUs, PSUs or RSUs (as applicable) and in respect of the services provided by the Participant for such original grant, DSUs, PSUs and RSUs (as applicable) shall be credited with dividend equivalents in the form of additional DSUs, PSUs or RSUs, as applicable, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be in the amount a Participant would have received if the DSUs, PSUs or RSUs had been settled for Shares on the record date of such dividend. Dividend equivalents credited to a Participant's account shall be subject to the same terms and conditions, including vesting and time of settlement, as the DSUs, PSUs or RSUs, as applicable, to which they relate. Notwithstanding any other terms of this Plan, if the number of securities issued as dividend equivalents, together with all of the Corporation's other share-based compensation would exceed any of the limits set forth in this Plan or TSXV Policy 4.4, then the Corporation may make payment for such dividend in cash to the extent that it does not have a sufficient number of Shares available under this Plan to satisfy its obligations in respect of such dividends.

(b) The foregoing does not obligate the Corporation to declare or pay dividends on Shares and nothing in this Plan shall be interpreted as creating such an obligation.

9.2 Blackout Period

In the event that an Award expires, at a time when an undisclosed material change or material fact in the affairs of the Corporation exists, subject to the requirements of TSXV Policy 4.4, the expiry of such Award will be extended to a date that is no later than 10 business days after the expiry of the blackout period formally imposed by the Corporation pursuant to its internal trading policies as a result of the undisclosed material change or material fact.

9.3 Withholding Taxes

Notwithstanding any other terms of this Plan, and subject to TSXV Policy 4.4, the granting, vesting or settlement of each Award under this Plan is subject to the condition that if at any time the Plan Administrator determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or settlement, such action is not effective unless such withholding has been effected to the satisfaction of the Plan Administrator. In such circumstances, the Plan Administrator may require that a Participant pay to the Corporation the minimum amount as the Corporation or an Affiliate of the Corporation is obliged to withhold or remit to the relevant taxing authority in respect of the granting, vesting or settlement of the Award. Any such additional payment is due no later than the date on which such amount with respect to the Award is required to be remitted to the relevant tax authority by the Corporation or an Affiliate of the Corporation, as the case may be. Alternatively, and subject to any requirements or limitations under applicable law, the Corporation may (a) withhold such amount from any remuneration or other amount payable by the Corporation or any Affiliate to the Participant, (b) require the sale of a number of Shares issued upon exercise, vesting, or settlement of such Award and the remittance to the Corporation of the net proceeds from such sale sufficient to satisfy such amount, or (c) enter into any other suitable arrangements for the receipt of such amount.

If the Corporation does not withhold an amount or require payment of an amount by a Participant sufficient to satisfy all obligations referred to in 9.3(a), the Participant shall forthwith make reimbursement, on demand, in cash, of any amount paid by the Corporation to a governmental authority to satisfy any such obligation.

9.4 Recoupment

Notwithstanding any other terms of this Plan, Awards may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Corporation or the relevant subsidiary of the Corporation and in effect at the Date of Grant of the Award, or as set out in the Participant's employment agreement, Award Agreement or other written agreement, or as otherwise required by law or the rules of the Exchange. The Plan Administrator may at any time waive the application of this Section 9.4 to any Participant or category of Participants.

ARTICLE 10 - TERMINATION OF EMPLOYMENT OR SERVICES

10.1 Termination of Employment, Services or Director

Subject to Section 10.2 and subject to Awards expiring within a maximum of one year following a Participant ceasing to be an eligible Participant by way of death or otherwise, unless otherwise determined by the Plan Administrator or as set forth in an employment agreement, Award Agreement or other written agreement:

(a) where a Participant's employment, consulting agreement or arrangement is terminated or the Participant ceases to hold office or their position, as applicable, by reason of voluntary resignation by the Participant or termination by the Corporation or a subsidiary of the Corporation for Cause, then any Option or other Award held by the Participant that has not been exercised as of the Termination Date shall be immediately forfeited and cancelled as of the Termination Date;

(b) where a Participant's employment, consulting agreement or arrangement is terminated or where a Participant ceases to hold office or their position, as applicable other than by voluntary resignation by the Participant or termination by the Corporation or a subsidiary of the Corporation without Cause (whether such termination occurs with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice) then any unvested Options or other Awards held by the Participant as of the Termination Date shall be immediately forfeited and cancelled as of the Termination Date. Any vested Awards held by the Participant as of the Termination Date may be exercised or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the date that is ninety (90) days after the Termination Date. Any Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period;

(c) where a Participant becomes Disabled, then any Award held by the Participant that has not vested as of the date of the Disability of such Participant shall continue to vest in accordance with its terms and may be exercised or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the first anniversary of the Participant's date of Disability. Any Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period;

(d) where a Participant's employment, consulting agreement or arrangement is terminated by reason of the death of the Participant, then any Award held by the Participant that has not vested as of the date of the death of such Participant shall vest on such date and may be exercised or surrendered to the Corporation by the heirs/administrators of the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the first anniversary of the date of the death of such Participant. Any Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be

immediately forfeited upon the termination of such period. The entitlement to make a claim by heirs/administrators must not exceed 1 year from the Participant's death;

(e) where a Participant's employment, consulting agreement or arrangement is terminated due to Retirement, then any Award held by the Participant that has not vested as of the date of such Retirement shall continue to vest in accordance with its terms and may be exercised or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the first anniversary of the Participant's date of Retirement. Any Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period;

(f) a Participant's eligibility to receive further grants of Options or other Awards under this Plan ceases as of:

(i) the date that the Corporation or a subsidiary of the Corporation, as the case may be, provides the Participant with written notification that the Participant's employment, consulting agreement or arrangement is terminated, notwithstanding that such date may be prior to the Termination Date; or

(ii) the date of the death, Disability or Retirement of the Participant; and

(g) notwithstanding Subsection 10.1(b), unless the Plan Administrator, in its discretion, otherwise determines, at any time and from time to time, Options or other Awards are not affected by a change of employment or consulting agreement or arrangement, or directorship within or among the Corporation or a subsidiary of the Corporation for so long as the Participant continues to be a Director, Officer Employee, Management Company Employee or Consultant, as applicable, of the Corporation or a subsidiary of the Corporation;

(h) any Award granted or issued to any Participant who is a Director, Officer, Employee, Consultant or Management Company Employee must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an eligible Participant under the Plan.

10.2 Discretion to Permit Acceleration

Notwithstanding the provisions of Section 10.1 but subject to compliance with the policies of the Exchange, the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in such Section, or in an employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant, permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards, all in the manner and on the terms as may be authorized by the Plan Administrator and with respect to Awards to U.S. Taxpayers, in a manner that does not result in adverse tax consequences under Section 409A of the Code. Notwithstanding the following, Options granted to Investor Relations Service Providers cannot be accelerated without the prior acceptance of the Exchange, if required.

10.3 Participants' Entitlement

Except as otherwise provided in this Plan, Awards previously granted under this Plan are not affected by any change in the relationship between, or ownership of, the Corporation and an Affiliate of the Corporation. For greater certainty, all grants of Awards remain outstanding and are not affected by reason only that, at any time, an Affiliate of the Corporation ceases to be an Affiliate of the Corporation.

ARTICLE 11 - EVENTS AFFECTING THE CORPORATION

11.1 General

The existence of any Awards does not affect in any way the right or power of the Corporation or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Corporation's capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving the Corporation, to create or issue any bonds, debentures, Shares or other securities of the Corporation or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this Article 11 would have an adverse effect on this Plan or on any Award granted hereunder.

11.2 Change in Control

(a) The Plan Administrator may, without the consent of any Participant, take such steps as it deems necessary or desirable, including to cause: (i) subject to prior acceptance of Exchange, the conversion or exchange of any outstanding Awards into or for, rights or other securities of substantially equivalent value, as determined by the Plan Administrator in its discretion, in any entity participating in or resulting from a Change in Control; (ii) outstanding Awards to vest and become exercisable, realizable, or payable, or restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of such Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such Change in Control provided that such Participant ceases to be an eligible Participant under this Plan upon such Change of Control; (iii) subject to prior acceptance by the Exchange, the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction net of any exercise price payable by the Participant (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Plan Administrator determines in good faith that no amount would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights net of any exercise price payable by the Participant, then such Award may be terminated by the Corporation without payment); (iv) subject to prior acceptance by the Exchange, the replacement of such Award with other rights or property selected by the Board in its sole discretion; or (v) subject to prior acceptance by the Exchange, any combination of the foregoing. In taking any of the actions permitted under this

Subsection 11.2(a), the Plan Administrator will not be required to treat all Awards similarly in the transaction. Notwithstanding the foregoing, in the case of Options held by a Canadian Taxpayer, the Plan Administrator may not cause the Canadian Taxpayer to receive (pursuant to this Subsection 11.2(a)) any property in connection with a Change of Control other than rights to acquire shares of a corporation or units of a "mutual fund trust" (as defined in the Tax Act), of the Corporation or a "qualifying person" (as defined in the Tax Act) that does not deal at arm's length (for purposes of the Tax Act) with the Corporation, as applicable, at the time such rights are issued or granted.

(b) Notwithstanding Subsection 11.2(a), and unless otherwise determined by the Plan Administrator, if, as a result of a Change in Control, the Shares will cease trading on an Exchange, then the Corporation may terminate all of the Awards granted under this Plan (other than Options held by Canadian Taxpayers) at the time of and subject to the completion of the Change in Control transaction by paying to each holder at or within a reasonable period of time following completion of such Change in Control transaction an amount for each Award equal to the fair market value of the Award held by such Participant as determined by the Plan Administrator, acting reasonably, or in the case of Options held by a Canadian Taxpayer by permitting the Canadian Taxpayer to surrender such Options to the Corporation for an amount for each such Option equal to the fair market value of such Option as determined by the Plan Administrator, acting reasonably, upon the completion of the Change in Control (following which such Options may be cancelled for no consideration).

(c) It is intended that any actions taken under this Section 11.2, or under Sections 11.3 and 11.4, will comply with the requirements of Section 409A of the Code with respect to Awards granted to U.S. Taxpayers and with the requirements of paragraph 6801(d) of the *Income Tax Regulations* (Canada) with respect to DSUs granted to Canadian Participants.

(d) Any actions taken under this Section 11.2 will comply with the policies of the Exchange including, without limitation, the requirement that the acceleration of vesting of Options granted to Investor Relations Service Providers shall only occur with the prior written approval of the Exchange.

11.3 Reorganization of Corporation's Capital

Subject to the prior approval of the Exchange, if applicable, should the Corporation effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Corporation that does not constitute a Change in Control and that would warrant the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, then the Plan Administrator in consultation with the Board will take such steps as are required to preserve the proportionality of the rights and obligations of the Participants holding such Awards as it deems equitable and appropriate.

11.4 Other Events Affecting the Corporation

In the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Corporation and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control and that warrants the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchange (if required), authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

11.5 Immediate Acceleration of Awards

In taking any of the steps provided in Sections 11.3 and 11.4, the Plan Administrator will not be required to treat all Awards similarly and where the Plan Administrator determines that the steps provided in Sections 11.3 and 11.4 would not preserve proportionately the rights, value and obligations of the Participants holding such Awards in the circumstances or otherwise determines that it is appropriate, the Plan Administrator may, but is not required, to permit the immediate vesting of any unvested Awards, other than any Options granted to an Investor Relations Service Provider and subject to Section 4.6 of Exchange Policy 4.4.

11.6 Issue by Corporation of Additional Shares

Except as expressly provided in this Article 11, neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Awards or other entitlements of the Participants under such Awards.

11.7 Fractions

No fractional Shares will be issued pursuant to an Award. Accordingly, (whether as a result of any adjustment under this Article 11, a dividend equivalent or otherwise), a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

ARTICLE 12 - U.S. TAXPAYERS

12.1 Provisions for U.S. Taxpayers

In the case of a Participant who is a U.S. Taxpayer, Options may only be awarded to such Participant to the extent the Participant performs direct services to (A) the Corporation or any entity (other than the Corporation), in an unbroken chain of corporations (or other entities) beginning with the Corporation, in which each of the corporations (or other entities) other than the last corporation or other entity in the unbroken chain owns, directly or indirectly, equity representing at least 50% of the voting power of all classes of equity entitled to vote or at least 50% of the value of all classes of equity in one of the other corporations (or other entities) in such chain, or (B) to an entity that otherwise qualifies as an eligible issuer of service recipient stock

pursuant to United States Treasury Regulation Section 1.409A-1(b)(5)(iii)(E)(1).Options granted under this Plan to U.S. Taxpayers may be non-qualified stock options or incentive stock options qualifying under Section 422 of the Code ("**ISOs**"). Each Option shall be designated in the Award Agreement as either an ISO or a non-qualified stock option, and if no designation is made, the Option will be a non-qualified stock option. The Corporation shall not be liable to any Participant or to any other Person if it is determined that an Option intended to be an ISO does not qualify as an ISO.

12.2 ISOs

Subject to any limitations in Section 3.6, the aggregate number of Shares reserved for issuance in respect of granted ISOs shall not exceed 4,500,000 Shares, and the terms and conditions of any ISOs granted to a U.S. Taxpayer on the Date of Grant hereunder, including the eligible recipients of ISOs, shall be subject to the provisions of Section 422 of the Code, and the terms, conditions, limitations and administrative procedures established by the Plan Administrator from time to time in accordance with this Plan. At the discretion of the Plan Administrator, ISOs may be granted to any employee of the Corporation, or of a "parent corporation" or "subsidiary corporation", as such terms are defined in Sections 424(e) and (f) of the Code. No ISOs may be granted more than ten (10) years after the earlier of (i) the date on which the Board adopts the most recent amendment and restatement of the Plan, or (ii) the date on which the shareholders of the Corporation approve such most recent amendment and restatement of the Plan. An ISO may be exercised during the Participant's lifetime only by such Participant. An ISO may not be transferred, assigned, pledged, hypothecated or otherwise disposed of by the Participant, except by will or by the laws of descent and distribution.

12.3 ISO Term and Exercise Price; Grants to 10% Shareholders

Notwithstanding anything to the contrary in this Plan, the term of an ISO shall not exceed ten (10) years, and the exercise price of an ISO shall be not less than one hundred percent (100%) of the Fair Market Value on the applicable grant date; *provided, however*, that if an ISO is granted to a person who owns shares representing more than 10% of the voting power of all classes of shares of the Corporation or of a "parent corporation" or "subsidiary corporation", as such terms are defined in Section 424(e) and (f) of the Code, on the Date of Grant, the term of the ISO shall not exceed five years from the time of grant of such ISO and the Exercise Price shall be at least 110% of the Fair Market Value of the Shares subject to the ISO.

12.4 $100,000 Per Year Limitation for ISOs

To the extent the aggregate Fair Market Value as at the Date of Grant of the Shares for which ISOs are exercisable for the first time by any person during any calendar year (under all plans of the Corporation) exceeds $100,000, such excess ISOs shall be treated as non-qualified stock options.

12.5 Disqualifying Dispositions

Each person awarded an ISO under this Plan shall notify the Corporation in writing immediately after the date they make a disposition or transfer of any Shares acquired pursuant to the exercise of such ISO if such disposition or transfer is made (a) within two years from the Date of Grant or (b) within one year after the date such person acquired the Shares. Such notice shall specify the

date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the person in such disposition or other transfer. The Corporation may, if determined by the Plan Administrator and in accordance with procedures established by it, retain possession of any Shares acquired pursuant to the exercise of an ISO as agent for the applicable person until the end of the later of the periods described in (a) or (b) above, subject to complying with any instructions from such person as to the sale of such Shares.

12.6 ISO Status Following Termination of Employment

An ISO shall be exercisable in accordance with its terms under the Plan and the applicable Award Agreement or certificate awarding the ISO. However, in order to retain its treatment as an ISO for U.S. federal income tax purposes, the ISO must be exercised within the time periods set forth below. If an ISO is not exercised within the time periods below, but the Option otherwise would remain exercisable following such time periods pursuant to the terms of the Award Agreement, then, following the expiration of the time periods below without exercise the ISO will be converted to a non-qualified stock option.

(a) If a Participant who has been granted an ISO ceases to be an employee for any reason other than the death or disability (within the meaning of Code Section 22(e)) of such Participant, such ISO must be exercised (to the extent such ISO was exercisable on the date of termination) by such Participant within three months following the date of termination (but in no event beyond the Expiry Date of such ISO).

(b) If a Participant who has been granted an ISO ceases to be an employee due to the disability of such Participant (within the meaning of Code Section 22(e)), such ISO must be exercised (to the extent it is exercisable by its terms) by the date that is one year following the date of such disability, but in no event beyond the Expiry Date of such ISO.

(c) For purposes of this Section 12.6, the employment of a Participant who has been granted an ISO will not be considered interrupted or terminated upon (a) sick leave, military leave or any other leave of absence approved by the Corporation that does not exceed ninety (90) days in the aggregate; provided, however, that if reemployment upon the expiration of any such leave is guaranteed by contract or applicable law, such ninety (90) day limitation will not apply, or (b) a transfer from one office of the Corporation (or of any parent or subsidiary of the Corporation as defined in Code Sections 424(e) and (f)) to another office of the Corporation (or of any such parent or subsidiary) or a transfer between the Corporation and any such parent or subsidiary.

12.7 Shareholder Approval for ISO Purposes

In the event the Plan is not approved by the shareholders of the Corporation in accordance with the requirements of Section 422 of the Code within twelve (12) months of the date of adoption of the Plan (or the date of any later restatement of the Plan that adds or changes ISO provisions

requiring shareholder approval), Options otherwise designated as Incentive Stock Options will be non-qualified stock options.

12.8 Section 409A of the Code

(a) This Plan will be construed and interpreted to be exempt from, or where not so exempt, to comply with Section 409A of the Code to the extent required to preserve the intended tax consequences of this Plan. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A of the Code, it is intended that the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A of the Code, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A of the Code. The Corporation reserves the right to amend this Plan to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of this Plan in light of Section 409A of the Code. In no event will the Corporation or any of its subsidiaries or Affiliates be liable for any tax, interest or penalties that may be imposed on a Participant under Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

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

(c) Subject to compliance with the policies of the Exchange, the Plan Administrator, in its sole discretion, may permit the acceleration of the time or schedule of payment of a U.S. Taxpayer's vested Awards in the Plan under circumstances that constitute permissible acceleration events under Section 409A of the Code.

(d) Notwithstanding anything in the Plan or any Award Agreement to the contrary, to the extent that any amount or benefit that constitutes "deferred compensation" to a Participant under Section 409A and applicable guidance thereunder is otherwise payable or distributable to a Participant under the Plan or any Award Agreement solely by reason of the occurrence of a change in control or due to the Participant's disability or "separation from service" (as such term is defined under Section 409A), such amount or benefit will not be payable or distributable to the Participant by reason of such circumstance unless the Plan Administrator determines in good faith that (i) the circumstances giving rise to such change in control event, disability or separation from service meet the definition of a change in control event, disability, or separation from service, as the case may be, in Section 409A(a)(2)(A) of the Code and applicable proposed or final regulations, or (ii) the payment or distribution of such amount or benefit would be exempt from the application of Section 409A by reason of the short term deferral exemption or otherwise. In order to comply with both Canadian and U.S. tax rules, RSUs and PSUs will be structured so that the designated settlement/payment date (the "Scheduled Payment Date") for such Award will in all cases be no later than the final Business Day of the third calendar year following the year in which the Award is granted, and settlement will in fact occur by such final Business Day. Further , to the extent that any RSU or

PSU is deferred compensation under Section 409A of the Code, then as to any Participant: (i) who is a U.S. Taxpayer, (ii) who is a "specified employee" within the meaning of Section 409A of the Code at the time of his separation from service, and (iii) whose RSU or PSU would by its terms be settled/paid pursuant earlier than the Scheduled Payment Date as a result of their Separation from Service, then settlement will occur on the earlier of the date that is six months and one day following the date of Separation from Service and the Scheduled Payment Date as permitted under Section 409A of the Code. With respect to DSUs of a U.S. Taxpayer, where settlement is to occur upon such Participant's Separation from Service, if such Participant is a "specified employee" at the time of their separation from service, then settlement will occur on the date that is six months and one day following the date of Separation from Service, or, if earlier, as soon as practical following the date of the Participant's death.

12.9 Section 83(b) Election

If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Shares subject to vesting or other forfeiture conditions, the Participant shall be required to promptly file a copy of such election with the Corporation.

ARTICLE 13 - AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN

13.1 Amendment, Suspension, or Termination of the Plan

The Plan Administrator may from time to time, without notice and without approval of the holders of voting shares of the Corporation, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion, determines appropriate, provided, however, that:

(a) no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable Securities Laws or Exchange requirements;

(b) any amendment that would cause an Award held by a U.S. Taxpayer be subject to the additional tax penalty under Section 409A(1)(b)(i)(II) of the Code shall be null and void *ab initio* with respect to the U.S. Taxpayer unless the consent of the U.S. Taxpayer is obtained; and

(c) any amendments to the Plan or to any Awards granted pursuant to the Plan are subject to Exchange approval (including such amendments that do not otherwise trigger approval of the holders of voting shares of the Corporation).

13.2 Shareholder Approval

Notwithstanding Section 13.1 and subject to any rules of the Exchange, approval of the holders of the Shares (including by way of Disinterested Shareholder Approval where required by the Exchange) shall be required for any amendment, modification or change that:

(a) increases the percentage of Shares reserved for issuance under the Plan, except pursuant to the provisions in the Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Corporation or its capital;

(b) increases or removes the limitations set out in Subsection 3.7(a) or 3.7(b), as applicable;

(c) allows for the grant to Insiders (as a group), within a 12 month period, an aggregate number of Awards exceeding 10% of the Corporation's issued Shares, calculated at the date the Award is granted to the Insider;

(d) allows for the grant to any one Participant, within a 12 month period, an aggregate number of Awards exceeding 5% of the Corporation's issued Shares, calculated at the date the Award is granted to the Insider;

(e) reduces the exercise price of an Award to an Insider (for this purpose, a cancellation or termination of an Award of a Participant prior to its Expiry Date for the purpose of reissuing an Award to the same Participant with a lower exercise price shall be treated as an amendment to reduce the exercise price of an Award);

(f) extends the term of an Award beyond the original Expiry Date (except where an Expiry Date would have fallen within a blackout period applicable to the Participant);

(g) increases or removes the limits on the participation of Directors;

(h) permits Awards to be transferred to a Person;

(i) changes the eligible participants of the Plan;

(j) deletes or reduces the range of amendments which require approval of shareholders under this Section 13.2; or

(k) amends the provisions set out in Article 10.

13.3 Permitted Amendments

Without limiting the generality of Section 13.1, but subject to Section 13.2 and any rules of the Exchange, the Plan Administrator may, without shareholder approval, at any time or from time to time, amend the Plan for the purposes of:

(a) making any amendments to the general vesting provisions of each Award;

(b) making any amendments to add covenants of the Corporation for the protection of Participants, as the case may be, provided that the Plan Administrator shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants, as the case may be;

(c) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Plan Administrator, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Plan Administrator shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants and Directors; or

(d) making such changes or corrections which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Plan Administrator shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants.

ARTICLE 14 - MISCELLANEOUS

14.1 Legal Requirement

The Corporation is not obligated to grant any Awards, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Plan Administrator, in its discretion, such action would constitute a violation by a Participant or the Corporation of any provision of any applicable statutory or regulatory enactment of any government or government agency or the requirements of any Exchange upon which the Shares may then be listed.

14.2 No Other Benefit

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

14.3 Rights of Participant

No Participant has any claim or right to be granted an Award and the granting of any Award is not to be construed as giving a Participant a right to remain as a Director, Officer, Employee, Management Company Employee or Consultant. No Participant has any rights as a shareholder of the Corporation in respect of Shares issuable pursuant to any Award until the allotment and issuance to such Participant, or as such Participant may direct, of certificates representing such Shares.

14.4 Corporate Action

Nothing contained in this Plan or in an Award shall be construed so as to prevent the Corporation from taking corporate action which is deemed by the Corporation to be appropriate or in its best interest, whether or not such action would have an adverse effect on this Plan or any Award.

14.5 Conflict

Subject to compliance with the policies of the Exchange, in the event of any conflict between the provisions of this Plan and an Award Agreement, the provisions of the Plan shall govern. In the event of any conflict between or among the provisions of this Plan or any Award Agreement, on the one hand, and a Participant's employment agreement with the Corporation or a subsidiary of the Corporation, as the case may be, on the other hand, the provisions of the Plan shall prevail.

14.6 Anti-Hedging Policy

By accepting the Option or Award each Participant acknowledges that they are restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of Options or Awards.

14.7 Participant Information

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan (including as to whether the circumstances described in Section 10.1(e) or 12.3 exist). Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such persons (including persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

14.8 Participation in the Plan

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a condition of employment or engagement nor a commitment on the part of the Corporation to ensure the continued employment or engagement of such Participant. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Shares. The Corporation does not assume responsibility for the income or other tax consequences for the Participants and Directors and they are advised to consult with their own tax advisors.

14.9 International Participants

Subject to compliance with the policies of the Exchange, with respect to Participants who reside or work outside Canada, the Plan Administrator may, in its discretion, amend, or otherwise modify, without shareholder approval, the terms of the Plan or Awards with respect to such Participants in order to conform such terms with the provisions of local law, and the Plan Administrator may, where appropriate, establish one or more sub-plans to reflect such amended or otherwise modified provisions.

14.10 No Representations or Warranties

The Corporation makes no representation or warranty as to the value of any Award granted or issued under this Plan or as to the future value of any Shares issued pursuant to any Award.

14.11 Successors and Assigns

The Plan shall be binding on all successors and assigns of the Corporation and its subsidiaries.

14.12 Exchange Hold Period

All Awards granted are subject to Exchange Hold Period where applicable. For Options, a 4-month hold period (commencing on the date the Options are granted) is required for Options granted to Insiders or granted at any discount to the Market Price.

14.13 Press Release

A press release is required at the time of the grant, issuance, or amendment of an Award to directors, officers and Investor Relations service providers.

14.14 Award to Particular Persons

No Award may be granted or issued unless the Award is allocated to a particular person.

14.15 General Restrictions on Assignment

Except as required by law, the rights of a Participant under the Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant unless otherwise approved by the Plan Administrator.

14.16 Severability

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

14.17 Notices

All written notices to be given by a Participant to the Corporation shall be delivered personally, e-mail or mail, postage prepaid, addressed as follows:

Viridian Metals Inc.
2000 - 1111 West Georgia Street,
Vancouver, BC, V6E 4G2

Attention: Chief Financial Officer

All notices to a Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by

written notice to the other. Such notices are deemed to be received, if delivered personally or by e-mail, on the date of delivery, and if sent by mail, on the fifth business day following the date of mailing; provided that in the event of any actual or imminent postal disruption, notices shall be delivered to the appropriate party and not sent by mail. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

14.18 Effective Date

This Plan becomes effective on a date to be determined by the Plan Administrator, subject to the approval of the shareholders of the Corporation.

14.19 Governing Law

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the internal laws of the Province of Québec and the federal laws of Canada applicable therein, without reference to conflicts of law rules.

14.20 Submission to Jurisdiction

The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Québec in respect of any action or proceeding relating in any way to the Plan, including, without limitation, with respect to the grant of Awards and any issuance of Shares made in accordance with the Plan.

14.21 French Language

Each Participant agrees with the Corporation that this Plan and all agreements, notices, declarations and documents accessory to the Plan be drafted in English only. *Chaque participant consent avec la société à ce que ce Régime ainsi que toutes conventions, avis, déclarations et documents afférents au Régime soient rédigés en anglais seulement*.

SCHEDULE A

[VIRIDIAN METALS INC.]
(FORMERLY, COCO POOL CORP.)
EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION NOTICE

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

Pursuant to the Plan, I hereby elect to participate in the grant of DSUs pursuant to Article 5 of the Plan and to receive ____% of my Cash Fees in the form of DSUs in lieu of cash.

I confirm that:

(a) I have received and reviewed a copy of the terms of the Plan and agreed to be bound by them.

(b) I recognize that when DSUs credited pursuant to this election are redeemed in accordance with the terms of the Plan, income tax and other withholdings as required will arise at that time. Upon redemption of the DSUs, the Corporation will make all appropriate withholdings as required by law at that time.

(c) The value of DSUs is based on the value of the Shares of the Corporation and therefore is not guaranteed.

(d) To the extent I am a U.S. taxpayer, I understand that this election is irrevocable for the calendar year to which it applies and that any revocation or termination of this election after the expiration of the election period will not take effect until the first day of the calendar year following the year in which I file the revocation or termination notice with the Corporation.

The foregoing is only a brief outline of certain key provisions of the Plan. For more complete information, reference should be made to the Plan's text.

Date: _____ _____
(Name of Participant)

_____
(Signature of Participant)

SCHEDULE B

[VIRIDIAN METALS INC.]
(FORMERLY, COCO POOL CORP.)
EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION TO TERMINATE RECEIPT OF ADDITIONAL DSUS (FOR PARTICIPANTS WHO ARE NOT U.S. TAXPAYERS)

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

Notwithstanding my previous election in the form of Schedule A to the Plan, I hereby elect that no portion of the Cash Fees accrued after the date hereof shall be paid in DSUs in accordance with Article 5 of the Plan.

I understand that the DSUs already granted under the Plan cannot be redeemed except in accordance with the Plan.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.

Date: _____ _____
(Name of Participant)

_____
(Signature of Participant)

Note: An election to terminate receipt of additional DSUs can only be made by a Participant once in a calendar year.

SCHEDULE C

[VIRIDIAN METALS INC.]
(FORMERLY, COCO POOL CORP.)
EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION TO TERMINATE RECEIPT OF ADDITIONAL DSUS
(U.S. TAXPAYERS)

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

Notwithstanding my previous election in the form of Schedule A to the Plan, I hereby elect that no portion of the Cash Fees accrued after the effective date of this termination notice shall be paid in DSUs in accordance with Article 5 of the Plan.

I understand that this election to terminate receipt of additional DSUs will not take effect until the first day of the calendar year following the year in which I file this termination notice with the Corporation.

I understand that the DSUs already granted under the Plan cannot be redeemed except in accordance with the Plan.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.

Date: _____ _____
(Name of Participant)

_____
(Signature of Participant)

Note: An election to terminate receipt of additional DSUs can only be made by a Participant once in a calendar year.

SCHEDULE C – AUDIT COMMITTEE CHARTER

[SEE ATTACHED]

COCO POOL CORP.

AUDIT COMMITTEE CHARTER

The Board of Directors (the “Board”) of Coco Pool Corp. (the “Company”), a British Columbia company, approves and adopts the following Audit Committee Charter to specify the composition, roles and responsibilities of the Audit Committee (the “Committee”).

This Charter was adopted and approved by the Board of Directors of the Company on May 27, 2022.

A. PURPOSE

The overall purpose of the Audit Committee (the "Committee") is to ensure that the Company's management has designed and implemented an effective system of internal financial controls, to review and report on the integrity of the consolidated financial statements and related financial disclosure of the Company and to review the Company's compliance with regulatory and statutory requirements as they relate to financial statements, taxation matters and disclosure of financial information.

B. COMPOSITION, PROCEDURES AND ORGANIZATION

1. Only whilst the Company is not a Venture Issuer (as defined in National Instrument 52-110), the Committee shall consist of at least three members of the Board of Directors (the "Board").

2. The Board, at its organizational meeting held in conjunction with each annual general meeting of the shareholders, shall appoint the members of the Committee for the ensuing year. The Board may at any time remove or replace any member of the Committee and may fill any vacancy in the Committee.

3. Unless the Board shall have appointed a chair of the Committee, the members of the Committee shall elect a chair and a secretary from among their number.

4. The quorum for meetings shall be a majority of the members of the Committee, present in person or by telephone or other telecommunication device that permits all persons participating in the meeting to speak and to hear each other.

5. The Committee shall have access to such officers and employees of the Company and to the Company's external auditors, and to such information respecting the Company, as it considers to be necessary or advisable in order to perform its duties and responsibilities.

6. Meetings of the Committee shall be conducted as follows:

    (a) the Committee shall meet at least four times annually at such times and at such locations as may be requested by the chair of the Committee. The external auditors or any member of the Committee may request a meeting of the Committee;

    (b) the external auditors shall receive notice of and have the right to attend all meetings of the Committee; and

    (c) management representatives may be invited to attend all meetings except private sessions with the external auditors.

7. The internal auditors and the external auditors shall have a direct line of communication to the Committee through its chair and may bypass management if deemed necessary. The Committee, through its chair, may contact directly any employee in the Company as it deems necessary, and

any employee may bring before the Committee any matter involving questionable, illegal or improper financial practices or transactions.

C. ROLES AND RESPONSIBILITIES

1. The overall duties and responsibilities of the Committee shall be as follows:

   (a) to assist the Board in the discharge of its responsibilities relating to the Company's accounting principles, reporting practices and internal controls and its approval of the Company's annual and quarterly consolidated financial statements and related financial disclosure;

   (b) to establish and maintain a direct line of communication with the Company's internal and external auditors and assess their performance;

   (c) to ensure that the management of the Company has designed, implemented and is maintaining an effective system of internal financial controls; and

   (d) to report regularly to the Board on the fulfilment of its duties and responsibilities.

2. The duties and responsibilities of the Committee as they relate to the external auditors shall be as follows:

   (a) to recommend to the Board a firm of external auditors to be engaged by the Company, and to verify the independence of such external auditors;

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

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

   (d) to review with the external auditors, upon completion of their audit:

      (i) contents of their report;

      (ii) scope and quality of the audit work performed;

      (iii) adequacy of the Company's financial and auditing personnel;

      (iv) co-operation received from the Company's personnel during the audit;

      (v) internal resources used;

      (vi) significant transactions outside of the normal business of the Company;

      (vii) significant proposed adjustments and recommendations for improving internal accounting controls, accounting principles or management systems; and

      (viii) the non-audit services provided by the external auditors;

   (e) to discuss with the external auditors the quality and not just the acceptability of the Company's accounting principles; and

(f) to implement structures and procedures to ensure that the Committee meets the external auditors on a regular basis in the absence of management.

3. The duties and responsibilities of the Committee as they relate to the Company's internal auditors are to:

(a) periodically review the internal audit function with respect to the organization, staffing and effectiveness of the internal audit department;

(b) review and approve the internal audit plan; and

(c) review significant internal audit findings and recommendations, and management's response thereto.

4. The duties and responsibilities of the Committee as they relate to the internal control procedures of the Company are to:

(a) review the appropriateness and effectiveness of the Company's policies and business practices which impact on the financial integrity of the Company, including those relating to internal auditing, insurance, accounting, information services and systems and financial controls, management reporting and risk management;

(b) review compliance under the Company's business conduct and ethics policies and to periodically review these policies and recommend to the Board changes which the Committee may deem appropriate;

(c) review any unresolved issues between management and the external auditors that could affect the financial reporting or internal controls of the Company; and

(d) periodically review the Company's financial and auditing procedures and the extent to which recommendations made by the internal audit staff or by the external auditors have been implemented.

The Committee is also charged with the responsibility to:

(e) review the Company's quarterly statements of earnings, including the impact of unusual items and changes in accounting principles and estimates and report to the Board with respect thereto;

(f) review and approve the financial sections of:

(i) the annual report to shareholders;

(ii) the annual information form;

(iii) annual and interim MD&A;

(iv) prospectuses;

(v) news releases discussing financial results of the Company; and

(vi) other public reports of a financial nature requiring approval by the Board,

and report to the Board with respect thereto;

(g) review regulatory filings and decisions as they relate to the Company's consolidated financial statements;

(h) review the appropriateness of the policies and procedures used in the preparation of the Company's consolidated financial statements and other required disclosure documents, and consider recommendations for any material change to such policies;

(i) review and report on the integrity of the Company's consolidated financial statements;

(j) review the minutes of any audit committee meeting of subsidiary companies;

(k) review with management, the external auditors and, if necessary, with legal counsel, any litigation, claim or other contingency, including tax assessments that could have a material effect upon the financial position or operating results of the Company and the manner in which such matters have been disclosed in the consolidated financial statements;

(l) review the Company's compliance with regulatory and statutory requirements as they relate to financial statements, tax matters and disclosure of financial information; and

(m) develop a calendar of activities to be undertaken by the Committee for each ensuing year and to submit the calendar in the appropriate format to the Board of Directors following each annual general meeting of shareholders.

END OF DOCUMENT