POOLING AGREEMENT

THIS POOLING AGREEMENT (this "**Agreement**") is made the 7th day of November, 2022.

AMONG:

URIEL GAS HOLDINGS CORP., a corporation having an office at Suite 2900, 500-4th Avenue SW, Calgary, Alberta T2P 2V6

(the "**Corporation**")

AND:

THE SECURITYHOLDERS LISTED IN SCHEDULE A HERETO

(each, a "**Securityholder**" and collectively, the "**Securityholder**")

WHEREAS:

A. The Securityholders hold common shares of the Corporation ("**Common Shares**") issued at a price of $0.02 per Common Share as shown opposite their respective names in Schedule A attached hereto (collectively, the "**Pooled Securities**"), and have not already entered into an escrow agreement pursuant to National Policy 46-201 *Escrow for Initial Public Offerings* (such agreement referred to as the "**NP Escrow Agreement**").

B. The Corporation has filed a non-offering prospectus with the securities regulators in Alberta and British Columbia and has also filed an application to list Common Shares on the Canadian Securities Exchange (the "**CSE**").

C. The Securityholders have agreed to the placing of resale restrictions on the Pooled Securities, as outlined in this agreement (the "**Agreement**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, it is hereby agreed amongst the Securityholders and the Corporation as follows:

1. EFFECT OF POOL AND RELEASE

1.1 **Rights attaching to Pooled Securities**. The Securityholders waive no rights or privileges attached to the Pooled Securities except as required by this Agreement. For greater certainty, the Securityholders are entitled to receive any dividend payments on and distributions of capital from, their respective Common Shares, and to exercise all voting rights attached to their respective Common Shares.

1.3 **Alteration of Capital**. The parties hereto agree that the provisions of this Agreement relating to the Pooled Securities shall apply mutatis mutandis to any shares or securities into which the Pooled Securities may be converted, changed, reclassified, redivided, redesignated, subdivided or consolidated and to any shares or other securities of the Corporation or of any successor or continuing company or corporation of the Corporation that may be received by the registered holder of the Pooled Securities on a reorganization, amalgamation, consolidation or merger, statutory or

otherwise, including the release calculation which will be adjusted so that the proportion of the Pooled Securities to be released is unaffected by the alteration of the capital of the Corporation.

1.4 **Transfer Restrictions**. The Securityholders severally agree each with the others and with the Corporation not to sell, deal in, assign, transfer in any manner whatsoever or agree to sell, deal in, assign or transfer in any manner whatsoever any of their respective Pooled Securities or beneficial ownership of or any interest in them, except in accordance with the provisions of this Agreement.

1.5 **Term and Termination**. This Agreement shall be effective upon its execution by all holders of Common Shares issued at a price of $0.02 per Common Share, other than any holders who have executed the NP Agreement, and upon such execution deemed effective as of the date hereof. This Agreement shall terminate upon the earlier to occur of the release of all Pooled Securities according to section 3.1 below or the tender of the Pooled Securities pursuant to section 4.1 below.

2. SURRENDER OF POOLED SECURITIES

2.1 **Surrender of Pooled Securities to Corporation**. The Securityholders each agree to surrender certificates or the direct registration statements evidencing their respective Pooled Securities with the Corporation pursuant to the terms hereof, and each Securityholder hereby authorizes the Corporation to hold the same in accordance with the provisions of this Agreement.

2.2 **No Duress**. Each Securityholder agrees that their respective Pooled Securities have not been made subject to this Agreement due to duress or undue influence.

3. RELEASE OF POOLED SECURITIES

3.1 Subject to earlier release pursuant to section 4.1, the Pooled Securities will be released from the restrictions herein on the dates (each, a "**Release Date**") and in the amounts as follows:

Release Date	**Amount of Pooled Securities to be Released**
On the Listing Date	1/10 of the Pooled Securities
6 months after the Listing Date	1/6 of the remaining Pooled Securities
12 months after the Listing Date	1/5 of the remaining Pooled Securities
18 months after the Listing Date	1/4 of the remaining Pooled Securities
24 months after the Listing Date	1/3 of the remaining Pooled Securities
30 months after the Listing Date	1/2 of the remaining Pooled Securities
36 months after the Listing Date	the remaining Pooled Securities

For purposes hereof, "**Listing Date**" means the day designated as such by the CSE in respect of the Common Shares.

All releases of Pooled Securities shall be on a pro-rata basis among the Securityholders as to their respective number of Pooled Securities held. Where a Securityholder's Pooled

Securities consists of Common Shares and securities exercisable for or convertible into Common Shares, the Common Shares shall be released first.

4. PERMITTED TRANSFERS

Notwithstanding the transfer and resale restrictions described in paragraph 1.4 hereof, the Securityholders may transfer or sell their securities in the event of the circumstances set out in this section.

4.1 **Right to Tender to a Take-over Bid etc**. Notwithstanding the resale restrictions described in section 1.4 above, in the event that one or more persons (each of whom is at arm's length with the Corporation and its affiliates) make a bona fide offer that constitutes, or may be reasonably expected to lead to, in either case whether in one transaction or a series of transactions (each an "**Acquisition Proposal**") a take-over bid within the meaning of the *Securities Act* (British Columbia), issuer bid, amalgamation, plan of arrangement, business combination, merger, tender offer, exchange offer, consolidation, recapitalization, reorganization, liquidation, dissolution or winding-up in respect of the Corporation, the Securityholders shall have the right to tender their Pooled Securities to the Acquisition Proposal.

4.2 **Transfer Upon Bankruptcy.** In the event of bankruptcy of a Securityholder, the Pooled Securities of the Securityholder may be transferred within escrow to the trustee in bankruptcy or other person legally entitled to such Pooled Securities, provided that the Corporation first receives:

(a) a certified copy of either:

(i) the assignment in bankruptcy of the Securityholder filed with the superintendent of bankruptcy; or

(ii) the order adjudging the Securityholder bankrupt;

(b) a certified copy of a certificate of appointment of the trustee in bankruptcy;

(c) a transfer power of attorney, duly executed by the transferor; and

(d) an acknowledgement and agreement to be bound by this Agreement, in form satisfactory to the Corporation, signed by the trustee in bankruptcy or other person legally entitled to the Pooled Securities.

4.3 **Release upon Death**. Upon the death of a Securityholder that is a natural person, the Pooled Securities of that Securityholder may be transferred to the legal representative of the deceased Securityholder, provided that the Corporation first receives:

(a) a certified copy of the death certificate;

(b) such evidence of the legal representative's status that the Corporation may reasonably require;

(c) a transfer power of attorney, duly executed by the legal representative; and

(d) an acknowledgement and agreement to be bound by this Agreement, in form satisfactory to the Corporation, signed by the legal representative or other person legally entitled to the Pooled Securities reflecting the transfer.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Each of the Securityholders hereby severally represents and warrants to the Corporation as follows:

(a) as of the date of this Agreement, such Securityholder beneficially owns the number of Pooled Securities set out opposite her/his/its name on the execution pages of Schedule A to this Agreement, and such Pooled Securities represent all of the Common Shares issued by the Corporation at a price of $0.02 per Common Share, or securities exercisable for or convertible into Common Shares at a price of $0.02 per Common Share, held by such Securityholder as at the date of this Agreement;

(b) no person has any agreement, option, right or privilege to acquire any part of, or all of, the Pooled Securities beneficially owned by such Securityholder as of the date of this Agreement;

(c) such Securityholder has the full power and authority and lawful right to enter into, and to perform the obligations of such Securityholder under this Agreement; and

(d) this Agreement is binding upon and enforceable against such Securityholder in accordance with its terms.

5.2 Each of the Securityholders severally hereby covenants and agrees with the Corporation that, until the respective Release Date:

(a) such Securityholder will not, and will not enter into any agreement to, sell, transfer, dispose of, pledge or encumber any of the Pooled Securities beneficially owned by such Securityholder as of the date of this Agreement so long as such Pooled Securities are subject to the provisions of this Agreement; and

(b) such Securityholder will perform the obligations required to be performed by such Securityholder, and will execute and deliver all documents required to be executed and delivered by such Securityholder, under this Agreement and will do all such other acts and things as may be necessary or desirable in order to carry out and give effect to the provisions of this Agreement.

6. MISCELLANEOUS

6.1 **Construction; Interpretation**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Article, section, schedule, exhibit, recital and party references are to this Agreement unless otherwise stated. No party, nor its counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all provisions of this Agreement shall be construed in accordance with their fair meaning, and not strictly for or against any party.

6.2 **Assignment**. Subject to section 4, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party (whether by operation of law or otherwise) without the prior written consent of the other parties hereto; provided that the Corporation may assign its rights and obligations to any affiliate, but no such assignment shall relieve such party of its obligations hereunder. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

6.3 **Governing Law and Attornment**. This Agreement is governed by and interpreted solely in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties hereby agree to submit to the jurisdiction of the courts of British Columbia in connection with any disputes arising hereunder

6.4 **Entire Agreement**. Except as expressly provided in this Agreement and the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the parties in connection with the subject matter hereof, and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written.

6.5 **Amendment**. The parties to this Agreement may amend this Agreement only upon written agreement signed by all of the parties hereto.

6.6 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

6.7 **Counterparts**. This Agreement may be executed in as many counterparts as may be necessary, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. This Agreement may be delivered electronically, including by scanned PDF transmitted by email or by DocuSign or similar document signing and delivery process.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the date first written above notwithstanding its actual date of execution.

URIEL GAS HOLDINGS CORP.
by its authorized signatory:

(signed) Greg Kaiser

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THOSE PARTIES LISTED IN SCHEDULE A TO THIS AGREEMENT, EVIDENCED BY THEIR SIGNATURES THEREON

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	2,000,000 Common Shares
Signature	*(signed)* Authorized Signatory	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	75,000 Common Shares
Signature	*(signed)* Authorized Signatory	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	2,000,000 Common Shares
Signature	*(signed)* Authorized Signatory	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	2,000,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	2,000,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	2,000,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	2,000,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	200,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	75,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	250,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	25,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	25,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	37,500 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	37,500 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	25,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	25,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	25,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	25,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	

SCHEDULE A
POOLED SECURITIES

SECURITY HOLDER:		**Pooled Securities**
Name:	[redacted]	200,000 Common Shares
Signature	*(signed)*	
Email Address:	[redacted]	
Address for Notice:	[redacted] [redacted]	