

REGEN III CORP.
Suite 3810, Bankers Hall West, 888 3 Street SW, Calgary, AB T2P 5C5

MANAGEMENT INFORMATION CIRCULAR AND PROXY STATEMENT

GENERAL PROXY MATTERS

Solicitation of Proxies by Management

This Management Information Circular (the “**Circular**”) is being furnished in connection with the solicitation of proxies by the management of ReGen III Corp. (the “**Company**”) for use at the annual general and special meeting of shareholders of the Company (the “**Meeting**”) to be held at Suite 2200, RBC Place, 885 West Georgia Street, Vancouver, BC V6C 3E8, on Tuesday, February 18, 2025, at 11:30 a.m. (Vancouver time), and any adjournment thereof. This Circular contains information as at January 16, 2025, unless otherwise noted.

Cost and Manner of Solicitation

While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally, or by facsimile or electronically by the directors or regular employees of the Company, or other proxy solicitation services. In accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), arrangements have been made with brokerage houses and other intermediaries, clearing agencies, custodians, nominees and fiduciaries to forward solicitation materials to the beneficial owners of common shares of the Company (“**Common Shares**”). All costs of solicitation will be borne by the Company.

Appointment of Proxy

A shareholder entitled to vote at the Meeting, may, by means of a properly executed and deposited proxy, appoint a proxyholder or one or more alternate proxyholders, who need not be shareholders of the Company, to attend and act at the Meeting for the shareholder and on the shareholder’s behalf.

The individuals named in the enclosed form of proxy are directors or officers of the Company (“**Management Designees**”). **A shareholder wishing to appoint some other person (who need not be a shareholder of the Company) to represent him or her at the Meeting has the right to do so, either by inserting that person’s name in the blank space provided in the form of proxy and striking out the names of the Management Designees, or by completing another form of proxy, or by using the internet at www.investorvote.com.** A proxy will not be valid unless the completed, dated and signed form of proxy is deposited with Computershare Investor Services Inc. (“**Computershare**”) not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time for holding the Meeting or an adjournment thereof, or is delivered to the chair of the Meeting prior to the commencement of the Meeting, or an adjourned meeting. Proxies may be voted in one of the following manners:

- (a) by using the internet at www.investorvote.com; or
- (b) by completing and signing the enclosed form of proxy and depositing it with the Company’s transfer agent, Computershare, using one of the following methods:

By Mail: Computershare Investor Services Inc.
 Attention: Proxy Department
 135 West Beaver Creek
 PO Box 300
 Richmond Hill, Ontario
 L4B 4R5

By Facsimile: 416-263-9524 or 1-866-249-7775

If you vote your proxy using the internet, do not send back the form of proxy.

Revocation of Proxy

A registered shareholder who has given a proxy may revoke it by an instrument in writing duly executed by the shareholder or by a shareholder's attorney authorized in writing, or, where the shareholder is a corporation, by a duly authorized officer or attorney of the corporation, and delivered to the registered office of the Company at Suite 3810, Bankers Hall West, 888 – 3rd Street SW, Calgary, Alberta T2P 5C5 at any time up to and including the last business day preceding the day of the Meeting, or if adjourned, any reconvening thereof or in any other manner provided by law. A revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

In addition, a proxy may be revoked by a registered shareholder executing another form of proxy bearing a later date and depositing the same at the offices of Computershare within the time period and in the manner set out above or by the registered shareholder personally attending the Meeting, withdrawing the proxy and voting the shares.

Voting of Proxies and Exercise of Discretion by Proxyholders

Unless a ballot is called for or required by law, voting at the Meeting will be by way of show of hands. Common Shares represented by a properly completed, executed and deposited proxy may be voted by the proxyholder on a show of hands, except where the proxyholder has conflicting instructions from more than one shareholder, in which case such proxyholder will not be entitled to vote on a show of hands. In addition, shares represented by proxies may be voted on any ballot. In either case, where a choice with respect to any matter to be acted upon has been specified in the proxy, the shares will be voted or withheld from voting accordingly.

IF A CHOICE WITH RESPECT TO ANY MATTER IS NOT CLEARLY SPECIFIED IN THE PROXY, THE MANAGEMENT DESIGNEES WILL VOTE THE SHARES REPRESENTED BY THE PROXY FOR EACH MATTER.

The enclosed form of proxy, when properly completed, executed and deposited and not revoked, confers discretionary authority upon the person appointed proxy thereunder to vote with respect to amendments or variations of matters identified in the accompanying Notice of Meeting, and with respect to other matters which may properly come before the Meeting. In the event that amendments or variations to matters identified in the Notice are properly brought before the Meeting or any further or other business is properly brought before the Meeting, the enclosed form of proxy confers discretionary authority on the Management Designees to vote in accordance with their best judgment on such matters or business. At the date of this Circular, management knows of no such amendment, variation or other matter which may be presented to the Meeting.

Advice to Beneficial Holders of Common Shares

Only registered holders of Common Shares or the persons they validly appoint as their proxies are permitted to vote at the Meeting. However, in many cases, Common Shares beneficially owned by a person (a **“Non-Registered Holder”**) are registered either: (i) in the name of an intermediary (an **“Intermediary”**) (including banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs 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.

Distribution to Non-Objecting Beneficial Owner (“NOBO”)

In accordance with the requirements of the Canadian Securities Administrators and NI 54-101, the Company will have caused its agent to distribute copies of the Notice and this Circular (collectively, the **“meeting materials”**) as well as a Voting Instruction Form directly to those Non-Registered Holders who have provided instructions to an Intermediary that such Non-Registered Holder does not object to the Intermediary disclosing ownership information about the beneficial owner.

These securityholder materials are being sent to both registered and Non-Registered Holders of the securities. If you are a Non-Registered Holder, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf.

By choosing to send these materials to you directly, the Company (and not the Intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request/or Voting Instruction Form enclosed with mailings to NOBOs.

The meeting materials distributed by the Company’s agent to NOBOs include a Voting Instruction Form. Please carefully review the instructions on the Voting Instruction Form for completion and deposit.

Distribution to Objecting Beneficial Owner (“OBO”)

In addition, the Company will have caused its agent to deliver copies of the meeting materials to the clearing agencies and Intermediaries for onward distribution to those Non-Registered Holders who have provided instructions to an Intermediary that the beneficial owner objects to the Intermediary disclosing ownership information about the beneficial owner.

Intermediaries are required to forward the meeting materials to OBOs unless an OBO has waived his or her right to receive them. Intermediaries generally use service companies such as Broadridge to forward the meeting materials to OBOs. Generally, those OBOs who have not waived the right to receive meeting materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile stamped signature), which is restricted as to the number of shares beneficially owned by the OBO, but which is otherwise uncompleted. This form of proxy need not be signed by the OBO. In this case, the OBO who wishes to submit a proxy should properly complete the form of proxy and deposit it with Computershare with respect to the Common Shares beneficially owned by such OBO, in accordance with the instructions above; OR

- (b) more typically, be given a voting registration form which is not signed by the Intermediary and which, when properly completed and signed by the OBO and returned to the Intermediary or its service company, will constitute authority and instructions (often called a “**proxy authorization form**”) which the Intermediary must follow. Typically, the proxy authorization form will consist of a one-page pre-printed form. Sometimes, instead of the one-page pre-printed form, the proxy authorization form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label containing a bar-code or other information. In order for the form of proxy to validly constitute a proxy authorization form, the OBO must remove the label from the instructions and affix it to the form of proxy, properly complete and sign the form of proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit the OBO to direct the voting of the shares he or she beneficially owns.

Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the persons named in the form and insert the Non-Registered Holder’s name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions, including those regarding when and where the proxy or proxy authorization form is to be delivered.

Management does not intend to pay for Intermediaries to forward the meeting materials and Voting Instructions Forms to OBOs and therefore an OBO will not receive the meeting materials and Voting Instructions Form unless his or her Intermediary assumes the cost of delivery.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Voting Securities

The Company’s authorized share structure consists of an unlimited number of Common Shares without par value and an unlimited number of preferred shares (the “**Preferred Shares**”). As of January 9, 2025, the record date for voting at the Meeting, there were 123,638,603 Common Shares issued and outstanding and no Preferred Shares issued and outstanding. Each Common Share carries the right to one vote at meetings of shareholders of the Company. The Company has no other classes of voting securities.

Principal Holders

To the knowledge of the directors and executive officers of the Company, as at the date of this Circular, the only persons who beneficially own, or control or direct, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to the Common Shares are as follows:

Name	Number of Shares Owned (Percentage of Class and Type of Ownership)	
	Common Shares ⁽¹⁾	Percentage of Voting Rights
Brad White ⁽¹⁾	13,843,199	11.20%

Notes:

- (1) Mr. White is a director of the Company.

Record Date

Any shareholder of record at the close of business on January 9, 2025 (the “**Record Date**”) who either personally attends the Meeting or who has submitted a properly executed and deposited form of proxy in the manner and subject to the provisions described above and which has not been revoked shall be entitled to vote or to have the shareholder’s shares voted at the Meeting.

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

Other than as disclosed below or elsewhere in this Circular, none of the directors or executive officers of the Company, no proposed nominee for election as a director of the Company, none of the persons who have been directors or executive officers of the Company since the commencement of the Company’s last completed financial year and no associate or affiliate or any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting. Each of the Company’s directors and officers has an interest in the resolution pertaining to the amendment to the grant maximums to Insiders under the Company’s LTIP. Tony Weatherill also has an interest in the resolution pertaining to the ratification and approval of stock options granted to him under the LTIP.

STATEMENT OF EXECUTIVE COMPENSATION

The following sections outline the executive compensation practices of the Company with respect to those individuals who were: (i) acting as Chief Executive Officer (the “**CEO**”) of the Company, or in a similar capacity, for any part of the financial year ended December 31, 2023; (ii) acting as Chief Financial Officer (the “**CFO**”) of the Company, or in a similar capacity, for any part of such financial year; and (iii) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of such financial year and whose total compensation was more than \$150,000 (collectively the “**NEOs**”).

Compensation Discussion and Analysis

The Company’s approach to executive compensation has historically been to provide suitable compensation for executives that is internally equitable, externally competitive and reflects individual achievement. The Company has attempted to maintain compensation arrangements that will attract and retain highly qualified individuals who are able and capable of carrying out the objectives of the Company. The board of directors of the Company (the “**Board**”) established and reviewed the Company’s overall compensation philosophy and its general compensation policies with respect to the CEO and other officers, including the corporate goals and objectives and the annual performance objectives relevant to such officers. The Board evaluated each officer’s performance in light of these goals and objectives and, based on its evaluation, determined and approved the salary, bonus, options and other benefits for such officers. In determining compensation matters, the Board considered a number of factors, including the Company’s performance, the value of similar incentive awards to officers performing similar functions at comparable companies, the awards given in past years and other factors it considers relevant. The overall objectives of the Company’s compensation strategy are to reward members of management for their efforts, while seeking to conserve cash. Until recently, compensation of the NEOs has emphasized conservation of cash.

Existing options held by the NEOs at the time of subsequent option grants are taken into consideration in determining the quantum or terms of any such subsequent option grants. Options have been granted to directors, management, employees and certain service providers as long-term incentives to align the relevant individual's interests with those of the Company. The size of the option awards is in proportion to the deemed ability of the individual to make an impact on the Company's success.

On November 28, 2024, the Company's Board approved the adoption of a new 20% fixed long-term incentive plan (the "**LTIP**"), to replace the Company's previous 10% rolling stock option plan. Going forward, and subject to approval of the LTIP by shareholders and the TSX Venture Exchange (the "**TSXV**"), the Board may grant options, restricted share units ("**RSUs**"), deferred share units ("**DSUs**"), performance share units ("**PSUs**"), and stock appreciation rights ("**SARs**") under the LTIP. A copy of the LTIP is attached hereto as Schedule "B".

The Board has considered the implications of the risks associated with the Company's compensation policies and practices. The Board considered the balance between long-term objectives and short-term financial goals incorporated into the Company's executive compensation program and whether or not NEOs are potentially encouraged to expose the Company to inappropriate or excessive risks. Risks, if any, may be identified and mitigated through regular meetings of the Compensation Committee (as defined below) and the Board. No risks have been identified arising from the Company's compensation policies and practices that are reasonably likely to have a material adverse effect on the Company.

The Company currently does not have a policy that restricts NEOs and directors from purchasing financial instruments, including prepaid variable forward contracts, equity swaps, collars or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEOs or director.

The Company has established a compensation committee which has been given the mandate to develop the Company's executive compensation philosophy and program and oversee the implementation thereof (the "**Compensation Committee**"). The Compensation Committee consists of three directors, namely, Gregory Clarkes, Bob Rennie and Larry Van Hatten. The Board believes that the members of the Compensation Committee collectively have the knowledge, experience and background required to fulfill the mandate of the Compensation Committee. As Mr. Clarkes is not standing for re-election, the Compensation Committee will be re-constituted following the Meeting.

During the Company's most recently completed financial year, the Company has not retained a compensation consultant or advisor to assist the Compensation Committee or the Board in determining compensation for any of the Company's executive officers.

Summary of Executive Compensation

The following table summarizes the compensation paid during the financial years ended December 31, 2023, 2022, and 2021 to those individuals who were NEOs. Based on the foregoing, during the financial year ended December 31, 2023, the following individuals were NEOs of the Company: Gregory Clarkes, Mark Redcliffe, Thomas Lawlor, Stephen Martin, Rick Low, and Kimberly Hedlin.

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation		All other compensation (\$)	Total compensation (\$)
					Annual incentive plans (\$)	Long-term incentive plans (\$)		
Gregory Clarkes Chairman and Former Chief Executive Officer ⁽¹⁾	2023	60,000	-	717,295	-	-	335,000 ⁽⁶⁾	1,112,295
	2022	60,000	-	-	-	-	335,000 ⁽⁶⁾	395,000
	2021	60,000	-	888,379	150,000	-	335,000 ⁽⁶⁾	1,440,447
Rick Low Chief Financial Officer ⁽²⁾	2023	51,000	-	31,130	-	-	-	82,130
	2021	102,000	-	-	-	-	-	102,000
Stephen Martin ⁽³⁾ Former Chief Financial Officer	2023	232,258	-	48,175	-	-	15,692	296,125
	2022	240,000	-	354,725	-	-	-	594,725
	2021	48,308	-	80,615	-	-	-	128,923
Mark Redcliffe ⁽⁴⁾ Executive Vice President and Chief Strategy Officer, and Former President and Former Chief Executive Officer	2023	264,000	-	66,707	-	-	-	330,707
	2022	254,000	-	-	-	-	-	254,000
	2021	179,000	-	7,616	-	-	-	186,616
Thomas Lawlor ⁽⁵⁾ Chief Operating Officer	2023	323,946	-	68,303	-	-	-	392,249
	2022	312,382	-	192,445	-	-	-	504,827
	2021	106,760	-	85,497	-	-	-	192,469
Kimberly Hedlin ⁽⁷⁾ Vice President, Corporate Finance	2023	161,250	-	42,218	-	-	-	203,468
	2022	106,250	-	87,728	-	-	-	193,978

Notes:

- (1) Mr. Clarkes resigned as Chief Executive Officer on September 19, 2024. Mr. Clarkes is not standing for re-election at the Meeting, but will remain as a consultant to the Company.
- (2) Mr. Low was appointed as Chief Financial Officer effective June 22, 2023. He previously acted as Chief Financial Officer from September 18, 2012, to October 19, 2021.
- (3) Mr. Martin was appointed as Chief Financial Officer effective October 19, 2021. Mr. Martin resigned as Chief Financial Officer on June 22, 2023.

- (4) Effective February 28, 2022, Mr. Redcliffe was appointed as President. On September 19, 2024, he was appointed Chief Executive Officer. On December 2, 2024, Mr. Redcliffe was appointed Executive Vice President and Chief Strategy Officer and Tony Weatherill was appointed President and Chief Executive Officer.
- (5) Effective August 25, 2021, Mr. Lawlor was appointed as Chief Operating Officer.
- (6) Comprised of \$300,000 in consulting fees, \$30,000 in accrued directors' fees and \$5,000 in accrued fees for acting as Chair of the Company's Compensation Committee.
- (7) Effective April 19, 2022, Ms. Hedlin was appointed Vice President, Corporate Finance.

Incentive Plan Awards

The following table provides information regarding the incentive plan awards issued pursuant to the Stock Option Plan (as defined below) for each NEO outstanding as of December 31, 2023. The Company does not have any share-based awards.

Option-based Awards				
Name	Number of Common Shares underlying Options	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾
Gregory Clarkes	1,500,000	0.77	February 6, 2028	-
	2,420,000	0.75	August 29, 2028	-
Rick Low ⁽²⁾	350,000	0.75	August 29, 2028	-
Mark Redcliffe ⁽³⁾	750,000	0.75	August 29, 2028	-
Thomas Lawlor ⁽⁴⁾	600,000	0.75	August 29, 2028	-
Kimberly Hedlin ⁽⁵⁾	200,000 ⁽⁶⁾	1.64	April 19, 2024	-

Notes:

- (1) Calculated as the closing price of the Common Shares on the TSXV on December 29, 2023, of \$0.30 less the exercise price, multiplied by the number of options.
- (2) Subsequent to December 31, 2023, on October 24, 2024, Mr. Low was granted 200,000 options exercisable at \$0.20 and expiring October 24, 2026.
- (3) Subsequent to December 31, 2023, on October 24, 2024, Mr. Redcliffe was granted 450,000 options exercisable at \$0.20 and expiring October 24, 2026.
- (4) Subsequent to December 31, 2023, on October 24, 2024, Mr. Lawlor was granted 350,000 options exercisable at \$0.20 and expiring October 24, 2026.
- (5) Subsequent to December 31, 2023, on October 24, 2024, Ms. Hedlin was granted 350,000 options exercisable at \$0.20 and expiring October 24, 2026.
- (6) Subsequent to December 31, 2023, these options expired unexercised on May 17, 2024.

The following table provides information regarding the value on vesting of options issued to the NEOs pursuant to the Stock Option Plan that vested during the financial year ended December 31, 2023. Effective November 28, 2024, the Company adopted a 20% LTIP, in place of the Stock Option Plan.

Name	Option-based awards – Value vested during the year (\$) ⁽¹⁾
Gregory Clarkes	717,295
Stephen Martin	48,175
Rick Low	31,130
Mark Redcliffe	66,707
Thomas Lawlor	68,303
Kimberly Hedlin	42,218

Notes:

- (1) Based on the closing price per Common Share on the TSXV on the applicable vesting date(s) during the financial year ended December 31, 2023.

Pension Plan Benefits

The Company does not provide pension plan benefits.

Termination and Change of Control Benefits

Except as disclosed herein, the Company does not have any employment contracts with any NEO, director or officer who acted in such capacity for the financial year ended December 31, 2023, nor does it have any arrangements with such NEO, director or officer for compensation in the event of resignation, retirement or other termination with the Company.

For the purposes of the employment agreements between the Company and each of Mr. Redcliffe and Mr. Lawlor a Change of Control is defined as:

- a) the acquisition, directly or indirectly, by any person or group of persons acting in concert, within the meaning of the *Securities Act* (British Columbia), of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons totals for the first time more than 50% of the outstanding common shares of the Company; or
- b) the acquisition, directly or indirectly, by any person, or group of persons acting in concert within the meaning of the *Securities Act* (British Columbia), of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons totals for the first time 30% of the outstanding common shares of the Company followed, within 12 months of such event, by the removal, by extraordinary resolution of the shareholders of the Company, of more than 51% of the then incumbent directors of the Company, or the election of a majority of new directors to the Company's incumbent board;
- c) consummation of a sale of all or substantially all of the assets of the Company, or a reorganization, merger, or other transaction, which has substantially the same effect; or
- d) any plan of arrangement, reorganization, merger or other transaction which has substantially the same effect as (a) to (c) immediately above.

For the purposes of the employment agreements between the Company and each of Mr. Redcliffe and Mr. Lawlor, Good Cause is defined as when one of the following events occurs without their written consent:

- a) a reduction in the Employee's position, duties, responsibilities or status with the Company compared to those that existed immediately prior to such change or reduction;
- b) a material reduction by the Company in the Employee's salary or a change by the Company of the benefits plan; or
- c) a change in the principal place of work of the Employee to a location more than 75 kilometers from the then current place of work.

Mark Redcliffe

Mr. Redcliffe and the Company entered into an employment agreement (the “**Redcliffe Agreement**”) commencing on April 23, 2018. Pursuant to the Redcliffe Agreement, effective June 1, 2021, the Company agreed to pay Mr. Redcliffe a salary \$17,000 per month. This amount was increased to \$22,000 per month on March 1, 2022.

The Redcliffe Agreement may be terminated at any time for just cause or incapacity. If terminated for just cause without notice or compensation. If terminated for incapacity Mr. Redcliffe will be entitled to four weeks’ pay.

The Redcliffe Agreement may be terminated by either party with the greater of four weeks’ written notice or the minimum notice required under the British Columbia *Employment Standards Act*.

In the event of a Change of Control, if Mr. Redcliffe’s employment is terminated or he resigns for Good Cause (as defined in the Redcliffe Agreement), in each case, within 12 months following the Change of Control, Mr. Redcliffe is entitled to:

- a. the full amount of salary due through the termination date, plus any accrued vacation pay and expenses due;
- b. a lump sum payment equal to 12 months of salary; and
- c. a continuation of the Company’s benefits plan until the earlier of 6 months or Mr. Redcliffe finding comparable benefits through other employment.

If the Redcliffe Agreement were terminated for Good Cause on December 31, 2023, Mr. Redcliffe would be entitled to a cash payment of \$284,308.

Thomas Lawlor

Mr. Lawlor and the Company entered into an employment agreement (the “**Lawlor Agreement**”) commencing on August 25, 2021. Pursuant to the Lawlor Agreement, the Company agreed to pay Mr. Lawlor a salary of \$25,000 per month. Mr. Lawlor is also entitled to bonus payments up to \$750,000 payable in three tranches for successful completion of certain milestones.

The Lawlor Agreement may be terminated at any time for just cause or incapacity without notice or compensation. The Lawlor Agreement may be terminated by either party with six weeks’ written notice.

In the event of a Change of Control or if his employment is terminated by the Company without cause, or if Mr. Lawlor’s employment is terminated or he resigns for Good Cause following a Change of Control within 12 months of the Change of Control, Mr. Lawlor is entitled to:

- a. the full amount of his salary due through the termination date, plus any accrued vacation pay, benefits and expenses;
- b. a lump sum payment equal to 12 months of salary; and
- c. all bonuses to which Mr. Lawlor is eligible and which were not previously payable will become payable immediately.

If the Lawlor Agreement were terminated for Good Cause on December 31, 2023, Mr. Lawlor would be entitled to a cash payment of \$1,074,417.

Kimberly Hedlin

Ms. Hedlin and the Company entered into an employment agreement (the “**Hedlin Agreement**”) commencing on April 19, 2022. Pursuant to the Hedlin Agreement, the Company agreed to pay Ms. Hedlin a salary \$12,500 per month. This amount was increased to \$16,667 per month on July 1, 2023.

The Hedlin Agreement may be terminated at any time for just cause. If terminated for just cause without notice or compensation. The Hedlin Agreement may be terminated by either party with the minimum notice required under the Alberta *Employment Standards Code*.

If the Hedlin Agreement were terminated without cause on December 31, 2023, Ms. Hedlin would be entitled to a cash payment of \$15,705.

Compensation of Directors

Except as disclosed herein, there are no arrangements under which directors were compensated by the Company and its subsidiaries during the most recently completed financial year for their services in their capacity as directors or consultants.

Director Compensation Table

The following table provides information regarding compensation paid to the Company’s directors, who are not NEOs, during the financial year ended December 31, 2023.

Name⁽¹⁾	Fees earned (\$)	Option-based Awards (\$)	Non-Equity based compensation (\$)	All other Compensation (\$)	Total Compensation (\$)
Bob Rennie	30,000	77,430	-	-	107,430
Jose Luis Salinas Lanfranco	30,000	-	-	-	30,000
Larry Van Hatten	40,000	244,605	-	45,000	329,605
Brad White	20,000	72,268	-	-	92,268
Catherine Banat ⁽⁴⁾	46,194	-	-	21,280	67,474

Notes:

- (1) Disclosure of Mr. Clarke’s compensation for services as a director is provided in the Summary Compensation Table.
- (2) Consulting fees paid to a company that is controlled by Mr. Van Hatten.
- (3) Mr. White was appointed as a director on May 2, 2023.
- (4) Ms. Banat was appointed as a director on January 10, 2022, and resigned on July 26, 2024.
- (5) Consulting fees paid to Ms. Banat.

Director Incentive Plan Awards

The following table provides information regarding the incentive plan awards issued pursuant to the Stock Option Plan for each non-executive director outstanding as of December 31, 2023. The Company does not have any share-based awards.

Option-based Awards

Name	Number of Common Shares underlying Options	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)⁽¹⁾
Bob Rennie	750,000	0.75	August 29, 2028	-
Larry Van Hatten	500,000	0.77	February 6, 2028	-
	860,000	0.75	August 29, 2028	-
Brad White	700,000	0.75	August 29, 2028	-
Catherine Banat	600,000 ⁽²⁾	1.77	January 10, 2024	-

Notes:

- (1) Calculated as the closing price of the Common Shares on the Exchange on December 29, 2023, of \$0.30 less the exercise price, multiplied by the number of options.
- (2) Subsequent to December 31, 2023, on January 10, 2024, these options expired unexercised.

The following table provides information regarding the value on vesting of options issued to each director pursuant to the Stock Option Plan that vested during the financial year ended December 31, 2023. The Company does not have any other incentive plans or awards.

Name	Option-based awards – Value vested during the year (\$)⁽¹⁾
Bob Rennie	77,430
Jose Luis Salinas Lanfranco	-
Larry Van Hatten	244,605
Brad White	72,268
Catherine Banat	-

Notes:

- (1) Based on the closing price per Common Share on the TSXV on the applicable vesting date(s) during the financial year ended December 31, 2023.

Management Contracts

Management functions of the Company are substantially performed by directors or senior officers of the Company and not, to any substantial degree, by any other person with whom the Company has contracted.

Stock Option Plan

The Company has a stock option plan (the “**Stock Option Plan**”) which was last amended on June 27, 2022, and last approved by shareholders on December 21, 2023. On November 28, 2024, the Board approved the implementation of a new omnibus long-term incentive plan (the “**LTIP**”) to replace the Stock Option Plan. All stock options granted by the Company up to and including November 28, 2024, will continue to be governed by the Stock Option Plan, the details of which plan are below, but no further grants of stock options will be made under the Stock Option Plan, unless the LTIP is not approved by Shareholders, in which case the Stock Option Plan will continue in effect through to the 2025 annual shareholder meeting. Details of the LTIP are included in this Information Circular under *Matters to be Considered - Long-Term Incentive Plan*.

Pursuant to Policy 4.4 – *Security Based Compensation* of the TSXV Company Manual, the Stock Option Plan must be re-approved by the shareholders annually. The Stock Option Plan provides that the maximum

number of the common shares available for issuance under it cannot exceed 10% of the issued and outstanding shares at the time of grant.

As at the date of this Information Circular, there are 10,260,000 stock options outstanding under the Stock Option Plan representing 8.30% of the current outstanding common shares of the Company.

The Stock Option Plan is for the benefit of the Company's employees, directors, officers and consultants. The Stock Option Plan is intended to provide additional incentives to attract, retain and motivate directors, officers, employees and consultants.

The Stock Option Plan is a "rolling" plan and provides that the number of Common Shares issuable under the Stock Option Plan, together with all of the Company's other previously established or proposed share compensation arrangements, may not exceed 10% of the total number of issued and outstanding Common Shares. In addition, the following restrictions apply to the Stock Option Plan: (i) the number of Common Shares reserved for issuance to any one individual under the Stock Option Plan will not exceed 5% of the issued and outstanding Common Shares; (ii) the aggregate number of Common Shares reserved for issuance to all individuals conducting investor relations activities in any 12-month period will not exceed 2% of the issued and outstanding Common Shares; and (iii) the number of Common Shares reserved for issuance to any one consultant in any twelve (12) month period under the Stock Option Plan will not exceed 2% of the issued and outstanding Common Shares.

Options granted under the Stock Option Plan are non-transferable and generally vest immediately. Options are exercisable for a period of up to ten (10) years from the date of the grant. The exercise price of an option granted under the Stock Option Plan is set by the Board at the time such option is allocated under the Stock Option Plan, and cannot be less than the applicable market price at the time of grant.

Employees, officers, directors, consultants, employees of any person providing management services to the Company, or any company wholly owned by any of the aforementioned are entitled to participate in the Stock Option Plan while they are engaged with the Company. If a participant under the Stock Option Plan dies while engaged with the Company, the right of that participant (or of that participant's legal representative) to participate in the Stock Option Plan terminates as of the date of death, but any vested option may be exercised until the earlier of one year after the date of death of such participant and the date of expiration of the Option. If a participant under the Stock Option Plan ceases to be employed by or provide services to the Company, except in the case of termination for cause, any vested option may be exercised until the earlier of ninety (90) days after the participant ceases to be an eligible person under the Stock Option Plan and the date of expiration of the term otherwise applicable, or for such longer period as agreed by the Board and approved by the Exchange at any time prior to expiry of the Option. If a participant under the Stock Option Plan ceases to be employed by or provide services to the Company as a result of termination for cause, all options, whether or not vested, will terminate immediately without any right of exercise unless the Board extends the date of such termination to a later date, which must not exceed the earlier of the expiry date of the option and the date that is twelve (12) months after the participant ceases to be an eligible person under the Stock Option Plan.

Options granted under the Stock Option Plan may only be exercised during the lifetime of a participant by such participant personally and no assignment or transfer of options, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such options whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such options will terminate and be of no further force or effect. However, the Board retains discretion to waive this requirement, subject to the approval of the Exchange, and permit the participant or its legal

representative to exercise all or any unvested part of an option if the option would have otherwise vested but for the participant ceasing to be an eligible person.

The Stock Option Plan is administered by the Board, which has authority and discretion, subject to the express provisions of the plan, to interpret the Stock Option Plan, to amend the Stock Option Plan and to make all other determinations deemed necessary or advisable for the administration of the Stock Option Plan. The Board has the right, in its sole discretion, to amend, suspend or terminate the Stock Option Plan or any portion thereof at any time, in accordance with applicable legislation, without obtaining the approval of shareholders; provided that any amendment to any provision of the Stock Option Plan will be subject to any required regulatory approval, stock exchange rules and the provisions of applicable law, if any, that require the approval of shareholders. Notwithstanding the foregoing, the Company will be required to obtain the approval of disinterested shareholders for any amendment related to: (i) the issuance to any one individual within a 12-month period a number of Common Shares exceeding 5% of the issued and outstanding Common Shares; and (ii) reducing the exercise price or extending the term for any outstanding options granted to an insider of the Company.

Long-Term Incentive Plan

On November 28, 2024, the Stock Option Plan was replaced by the LTIP. The details of the LTIP are set out under the heading “*Matters to be Considered – Approval of Long-Term Incentive Plan*” in this Circular.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The table below sets out the outstanding options under the Stock Option Plan, being the Company’s only compensation plan under which Common Shares were authorized for issuance, as of December 31, 2023.

	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))⁽¹⁾⁽²⁾⁽³⁾
Plan Category	(a)	(b)	(c)
Equity compensation plans approved by security holders	10,385,000	\$0.86	1,450,554
Equity compensation plans not approved by security holders	N/A	N/A	N/A
TOTAL	10,385,000	\$0.86	1,450,554

Notes:

- (1) The number of securities available for issuance under the Stock Option Plan is 10% of the issued and outstanding Common Shares from time to time.
- (2) From the year-end of December 31, 2023, to the date hereof, 1,450,000 options to purchase Common Shares have been granted under the Stock Option Plan, no options to purchase Common Shares have been exercised, and 1,575,000 options to purchase Common Shares have expired or were terminated. As of the date hereof, there are options outstanding to purchase 10,260,000 Common Shares under the Stock Option Plan.
- (3) On November 28, 2024, the Company approved the LTIP to replace the Stock Option Plan. There are 6,500,000 Options issued and outstanding under the LTIP and, when combined with the 10,260,000 Options outstanding under the Stock Option Plan, 7,801,109 securities remain available for future issuance under the LTIP. Provided the LTIP is approved at the

Meeting, there will be no further issuances of Options under the Stock Option Plan. If the LTIP is not approved at the Meeting, the Stock Option Plan will continue in effect until the next meeting of shareholders.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date of this Circular and at all times since the commencement of the financial year ended December 31, 2023, no current or former employee, director, executive officer or nominee for election as a director (a "**Nominee**") of the Company (nor any of their associates and/or affiliates) was indebted, including under any securities purchase or other program, to (i) the Company or its subsidiaries, or (ii) any other entity which is, or was at any time since the commencement of the financial year ended December 31, 2023, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For the purposes of this Circular, "**informed person**" means:

- (a) a director or executive officer of the Company;
- (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company;
- (c) 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, or a combination of both, 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; and
- (d) the Company if it has purchased, redeemed or otherwise acquired any of its own securities, for so long as it holds any of its securities.

Other than as set out in this Circular, no informed person, no proposed director of the Company and no associate or affiliate of any such informed person or proposed director, has any material interest, direct or indirect, in any material transaction since the commencement of the Company's last completed financial year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Company or any of its subsidiaries.

AUDIT COMMITTEE

National Instrument 52-110 – *Audit Committees ("NI 52-110")* requires the Company, as a venture issuer, to disclose annually in its information circular certain information concerning the constitution of its audit committee and its relationship with its independent auditors.

Audit Committee Charter

The Company's Audit Committee has a written charter to follow in carrying out its audit and financial review functions (the "**Audit Committee Charter**"), a copy of which is attached to this Circular as Schedule "A". The Audit Committee reviews all financial statements of the Company prior to their publication, reviews audits, considers the adequacy of audit procedures, recommends the appointment of independent auditors, reviews and approves the professional services to be rendered by them, and reviews fees for audit services.

The Audit Committee meets separately (without management present) with the Company’s auditors to discuss the various aspects of the Company’s financial statements and the independent audit.

Composition of the Audit Committee; Relevant Education and Experience

As of the date of this Circular, the Audit Committee consists of Larry Van Hatten, Jose Luis Salinas Lanfranco and Greg Clarkes. All members are considered to be “financially literate” within the meaning of Section 1.6 of National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”). Mr. Van Hatten is a Chartered Professional Accountant, Mr. Salinas is a lawyer and businessman with extensive business and corporate experience as an owner, shareholder, board director, advisor and consultant in a diverse range of public and private operations and Mr. Clarkes has over 30 years’ experience in the financial markets and has been a senior officer and director of many private and publicly listed companies. As Mr. Clarkes is not standing for re-election, the Audit Committee will be reconstituted following the Meeting.

A member of the Audit Committee is “independent” within the meaning of NI 52-110 if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the view of the Board, reasonably interfere with the exercise of a member’s independent judgment. In the Board’s view, Mr. Van Hatten is not independent because he receives consulting fees from the Company and Mr. Clarkes is not independent due to his position as the Chairman and former CEO of the Company. The Company is relying on the exemption in Section 6.1 of NI 52-110 from Part 3 (*Composition of the Audit Committee*) of NI 52-110, including the requirement that all members of the audit committee be independent, which exemption is available to the Company because its securities are listed only on the Exchange.

Audit Committee Oversight

At no time since the commencement of the fiscal year ended December 31, 2023, was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Pre-Approval Policies and Procedures

The Audit Committee may satisfy the requirement for the pre-approval of non-audit services by adopting specific policies and procedures for the engagement of non-audit services, if: (a) the pre-approval policies and procedures are detailed as to the particular service; (b) the Audit Committee is informed of each non-audit service; and (c) the procedures do not include delegation of the Audit Committee’s responsibilities to management.

As of the date of this Circular, the Audit Committee has not adopted specific policies or procedures for the engagement of non-audit services.

External Auditor Service Fees

The Audit Committee has reviewed the nature and amount of the audit and non-audit services provided by the Company’s current auditor, Ernst & Young LLP, to the Company to ensure auditor independence. Fees incurred with Ernst & Young LLP for audit and non-audit services in the last two fiscal years are outlined in the following table.

By Category	Year Ended December 31, 2023 (CAD\$)	Year Ended December 31, 2022 (CAD\$)
Audit Fees ⁽¹⁾	\$202,913	\$165,000
Audit-Related Fees ⁽²⁾	nil	nil
Tax Fees ⁽³⁾	nil	nil
All Other Fees ⁽⁴⁾	nil	nil

By Category	Year Ended December 31, 2023 (CAD\$)	Year Ended December 31, 2022 (CAD\$)
Total	\$202,913	\$165,000

Notes:

- (1) "Audit fees" include aggregate fees billed by the Company's external auditor in each of the last two fiscal years for audit fees.
- (2) "Audited related fees" include the aggregate fees billed in each of the last two fiscal years for assurance and related services by the Company's external auditor that are reasonably related to the performance of the audit or review of the Company's financial statements and are not reported under "Audit fees" above. The services provided related to a public offering of shares by the Company.
- (3) "Tax fees" include the aggregate fees billed in each of the last two fiscal years for professional services rendered by the Company's external auditor for tax compliance, tax advice and tax planning.
- (4) "All other fees" include the aggregate fees billed in each of the last two fiscal years for products and services provided by the Company's external auditor, other than "Audit fees", "Audit related fees", and "Tax fees" above.

CORPORATE GOVERNANCE POLICIES

The Company and the Board recognize the importance of corporate governance to the effective management of the Company and to the protection of its stakeholders, particularly shareholders. National Policy 58-201 – *Corporate Governance Guidelines* provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Company. In addition, National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("NI 58-101") prescribes certain disclosure by the Company of its corporate governance practices. This disclosure is presented below. The Company's approach to significant issues of corporate governance is designed with a view to ensuring that the business and affairs of the Company are effectively managed so as to enhance shareholder value. The Board fulfills its mandate directly and through its committees at regularly scheduled meetings or as required. The directors are kept informed of the Company's operations at regular meetings and through reports and discussions with management on matters within their particular areas of expertise.

The Company has considered the applicable requirements and believes that its approach is appropriate and works effectively for the Company and its shareholders.

Board of Directors

Pursuant to NI 58-101, a director is independent if the director has no direct or indirect relationship with the issuer which could, in the view of the issuer's Board, be reasonably expected to interfere with the exercise of a member's independent judgment. Certain directors are deemed to have a material relationship with the issuer by virtue of their position or relationship with the Company. The Board is currently comprised of six members, three of whom the Board has determined are independent, being Messrs. Lanfranco, White, and Rennie. Mr. Clarke is not considered to be independent due to his position as Chairman and former CEO. Mr. Weatherill is not considered independent due to his position as President and CEO. Mr. Van Hatten is not considered to be independent because he receives consulting fees from the Company. Mr. Clarke is not standing for re-election at the Meeting but will remain as a consultant to the Company.

Other Public Company Directorships

None of the directors, or nominees for directorship, are directors of other reporting issuers.

Orientation and Continuing Education

The Board has not established a formal orientation and education program for new members of the Board. The current directors are experienced in boardroom procedures and corporate governance.

In order to orient new directors as to the nature and operation of the Company's business, they are given the opportunity to meet with key members of the management team to discuss the Company's business and activities. In addition, new directors receive copies of Board materials, corporate policies and procedures, and other information regarding the business and operations of the Company.

Directors are expected to keep themselves current with industry trends and developments and are encouraged to communicate with management and, where applicable, auditors, advisors and other consultants of the Company. Board members have access to the Company's legal counsel in the event of any questions or matters relating to director responsibilities and to keep themselves current with changes in legislation. The Company's directors have full access to the Company's records.

Ethical Business Conduct

To encourage and promote a culture of ethical business conduct, the Board monitors the ethical conduct of the Company and ensures that it complies with applicable legal and regulatory requirements, such as those of relevant securities commissions and stock exchanges.

The Board has found that fiduciary duties placed on individual directors by the Company's governing corporate legislation, as well as the restrictions placed on the individual director's participation in decisions of the Board in which the director has an interest, have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board duties effectively and to maintain a diversity of view and experience. The Board does not have a nominating committee, and candidates for nomination to the Board are currently identified by the Board as a whole. In identifying new candidates, the Board takes into account a potential director's experience, skills and characteristics.

Compensation

The Board has appointed a compensation committee currently consisting of Gregory Clarkes, Bob Rennie and Larry Van Hatten to review and advise the Board with regard to the compensation of senior executives and directors. The Board regularly reviews the adequacy and form of the compensation of the directors, including the granting of stock options, to ensure the compensation realistically reflects the responsibilities and risks involved in being an effective director and that the compensation allows the Company to attract qualified candidates as directors.

Assessments

The Board, on an ad hoc basis, reviews its own performance to satisfy itself that the Board, its committees, and its individual directors are performing effectively.

MATTERS TO BE CONSIDERED

1. Financial Statements

The audited financial statements of the Company as at and for the years ended December 31, 2023, and 2022, together with the report of the auditors thereon (the “**Financial Statements**”) will be presented to Shareholders at the Meeting. Copies of the Financial Statements, together with the Management’s Discussion and Analysis, are available for review on www.sedarplus.ca and will be available from the Company at Suite 3810, Bankers Hall West, 888 3 Street SW, Calgary, AB T2P 5C5.

2. Setting the Number of Directors at Five

Management is proposing to set the number of directors of the Company at five.

Resolution on the Number of Directors of the Company

Shareholders will be asked at the Meeting to consider and, if deemed advisable, to pass, with or without modification, an ordinary resolution to set the number of directors of the Company at five. The proposed text of the Resolution on the Number of Directors of the Company is as follows:

“**BE IT RESOLVED** as an ordinary resolution of the holders of common shares of ReGen III Corp. (the “**Company**”) that:

- (1) the number of directors of the Company is hereby set at five; 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 do all things and to execute and deliver all documents and instruments as may be necessary or advisable to give effect to the true intent of these resolutions.”

In order to be adopted, the resolution to set the number of directors of the Company at five must be approved by a simple majority of votes cast at the Meeting by Shareholders who vote in person or by proxy. **Unless directed otherwise, the Management Designees intend to vote proxies in favour of setting the number of directors of the Company at five.**

3. Election of Directors

The term of office of each of the present six directors of the Company expires at the Meeting. **Unless directed otherwise, the Management Designees intend to vote proxies in the accompanying form in favour of the election of these Nominees.** Management does not contemplate that any of these Nominees will be unable to serve as a director. Each director elected at the Meeting will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated in accordance with the Articles of the Company, or with the provisions of the *Business Corporations Act* (Alberta).

The following table sets out the names of the Nominees for election as directors, the jurisdiction in which each is ordinarily resident, all offices of the Company now held by each of them, their present principal occupation or employment, the period of time for which each has been a director of the Company, and the

number of Common Shares of the Company beneficially owned by each, directly or indirectly, or over which control or direction is exercised, as at January 9, 2025.

Name, Present Office and Province and Country of Residence	Present Principal Occupation or Employment	Date First Appointed as Director	No. of Common Shares Owned, Beneficially Controlled or Held⁽³⁾
Jose Luis Salinas Lanfranco⁽¹⁾ <i>Director</i> <i>Panama</i>	Lawyer and Businessman	October 8, 2021	Nil
Bob Rennie⁽²⁾⁽⁴⁾ <i>Director</i> <i>British Columbia, Canada</i>	Executive Director, Rennie Group	March 19, 2021	500,000
Larry Van Hatten⁽¹⁾⁽²⁾⁽⁵⁾ <i>Director</i> <i>British Columbia, Canada</i>	Corporate Director	June 7, 2011	1,687,171
Brad White⁽⁶⁾ <i>Director</i> <i>Ontario, Canada</i>	Investment Executive	May 2, 2023	13,843,199
Tony T. Weatherill⁽⁷⁾ <i>Director, President & Chief Executive Officer</i> <i>Ontario, Canada</i>	President & CEO of the Company since December 2024; Senior Vice President, Commercial, H.F. Sinclair from 2020 to 2023; President, Petro-Canada Lubricants from 2019 to 2023.	December 2, 2024	Nil

Notes:

- (1) Member of the Audit Committee. Mr. Van Hatten is the chair of the Audit Committee.
- (2) Member of the Compensation Committee.
- (3) The number of Common Shares owned, controlled or directed by each Nominee, not being within the knowledge of the Company, has been furnished by each Nominee individually.
- (4) Mr. Rennie holds 750,000 stock options exercisable at \$0.75 per share, expiring August 29, 2028.
- (5) Mr. Van Hatten holds 500,000 stock options exercisable at \$0.77 per share, expiring February 6, 2028. He also holds 860,000 stock options exercisable at \$0.75 per share, expiring August 29, 2028.
- (6) Mr. White holds 700,000 stock options exercisable at \$0.75 per share, expiring August 29, 2028.
- (7) Mr. Weatherill holds 6,500,000 stock options exercisable at \$0.28 per share, expiring December 2, 2029.

Bob Rennie is the founder and executive director of the rennie group. The rennie brand has redefined the business of real estate, offering specialized sales, marketing, intelligence, information & technology services for over 47 years. Bob is recognized for his leadership in envisioning new and innovative strategies in development risk management and real estate marketing in the development industry. Bob is involved in various philanthropic initiatives focused on mental health and education, along with being an active voice and member of the arts community locally, nationally, and internationally. Bob has assembled

Canada's largest contemporary art collection, recognized as one of the top 200 collections in the world for its masterpieces that explore social justice. Bob is involved with numerous boards and executive committees, including the Board of Directors of the VGH & UBC Hospital Foundation, Head of Major Gifts at VGH, and the Chair of the Peter P. Dhillon Centre for Business Ethics. He also holds leadership roles in prominent art institutions, including President of the Tate Museum's American Acquisition Committee and Chairman of the Collections Committee at the National Gallery in Washington DC. His accolades include the Order of British Columbia, the Queen's Diamond, Golden, and Platinum Jubilee awards, and an honorary doctorate of letters from Emily Carr University in 2006.

Mr. Jose Louis Salinas Lanfranco is a Peruvian, British and Panamanian businessman. Ms. Salinas has a background in law, business and risk management which have led him to have a varied and extensive professional experience in the private and public sectors. Mr. Salinas specializes in de-risking large-scale industrial and infrastructure projects through traditional tools, such as contractual development or insurance, and through innovative mechanisms, such as corporate engineering, financial vehicles and layering, with the goal to deliver robust asset and financial protections. Mr. Salinas also has extensive business and corporate experience as an owner, shareholder, board director, advisor and consultant in a diverse range of public and private operations, from mining to the energy and nuclear industries. Since 2014, Mr. Salinas has been a Partner and Managing Director at Mansal Group, a group of companies in the corporate services and consultancy sectors. Mr. Salinas studied Law at Pontificia Universidad Catolica and holds two postgraduate degrees. Mr. Salinas' first postgraduate degree is an LLM in International Commercial Law, International Transport and Insurance from Southampton University in the UK. Mr. Salinas' second postgraduate degree is an MBA with a focus on Enterprise Risk Management, Finance and Insurance from St. John's University in New York City.

Mr. Larry Van Hatten is a director of the Company. From May 2005 to June 2010, Mr. Van Hatten was a partner of Ernst & Young LLP, leading its Vancouver assurance practice until announcing his retirement in June 2010. Prior to May 2005, Mr. Van Hatten was the managing partner of Ellis Foster, Chartered Accountants, a Vancouver-based firm that merged into Ernst & Young LLP in May 2005. Mr. Van Hatten also served on the board of the BC Children's Hospital Foundation, which he chaired from 1996 to 1999. Mr. Van Hatten received his Chartered Accountant designation in 1975 and his Fellow Chartered Accountant designation in 2009. In 2010, he completed the academic requirements for the Directors Education Program.

Mr. Brad White is an investment executive with over 25 years of experience as a portfolio manager, with a focus on alternative investments, including public equities, hedge funds, shareholder activism, private equity, and venture capital. Prior to joining ReGen III, Mr. White served as a Co-founder of EdgeHill Partners, an alternative asset manager launched in 2010. He was also a Co-founder of Salida Capital, a \$1B+ alternative asset manager, where over an eight-year period, his funds recorded 30% compounded returns until his departure to start EdgeHill. Mr. White is currently an advisor to Blue Deer Capital Partners in Toronto, a firm providing advisory services to mission-driven entrepreneurs across a variety of sectors. In addition, he was a Director of Orca Gold prior to its acquisition by Perseus Gold (PRU-AU).

Mr. White holds a Bachelor of Commerce from the Memorial University of Newfoundland and a CFA designation. Before fund management, he worked as an energy analyst at Morgan Stanley, TD Securities, and BMO Nesbitt Burns, compiling over 30 years of experience in capital markets. Mr. White is also the benefactor of both the Embley Park Foundation, a private philanthropic organization and the White Trading Lab at the Memorial University Business School.

Mr. Weatherill served as Senior Vice President, Commercial, at H.F. Sinclair, from 2020 to 2023, where he was instrumental in driving commercial and marketing activities across a \$3.9 billion international enterprise operating in over 90 countries. Mr. Weatherill's leadership was marked by significant improvements in revenues and profitability, including more than doubling of global sales and significant enhancements in EBITDA margins. With oversight for 1,400 indirect reports, Mr. Weatherill orchestrated multiple successful acquisitions, executed high-impact operational improvements and spearheaded substantial volume and margin growth initiatives.

Concurrently, from 2019 to 2023, Mr. Weatherill also served as President of Petro-Canada Lubricants (a division of H.F. Sinclair), where he was responsible for commercial strategy, global business development, and overall financial and operational performance. Mr. Weatherill managed and optimized a family of globally recognized finished lubricant, base oil, and specialties brands (including Red Giant Oil, Sonneborn, Sinclair and Petro-Canada Lubricants) and oversaw North America's largest Group III base oil production facility in Mississauga, Ontario. In addition to his many successful commercial roles, Mr. Weatherill developed extensive product expertise, technical acumen, and market insights as Vice President of Global Research and Development at PCL and in his previous roles at ExxonMobil and Chemtura.

Cease Trade Orders or Bankruptcies

Except as disclosed herein, no director of the Company or proposed director:

1. is, as at the date hereof, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Company) that,
 - (a) while that person was acting in that capacity, was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation (collectively, an "**Order**"), for a period of more than 30 consecutive days; or
 - (b) was subject to an Order that was issued, after the director, executive officer or chief financial officer ceased to be a director, chief executive officer or chief financial officer, in the company being the subject of such Order, that resulted from an event that occurred while that person was acting as director, chief executive officer or chief financial officer of that company.
2. has, within the 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director;
3. is, as at the date hereof, or has been within 10 years before the date hereof, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal

under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

4. has been subject to:

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

4. Re-appointment of Auditors

The shareholders of the Company will be asked to vote for the re-appointment of Ernst & Young LLP as auditors of the Company for the ensuing year and to authorize the directors to set the auditors' remuneration. **Unless directed otherwise, the Management Designees intend to vote proxies in favour of a resolution re-appointing Ernst & Young LLP as auditors for the Company for the ensuing year, to hold office until the close of the next annual general meeting of shareholders, or until Ernst & Young LLP is removed from office or resigns, and to authorize the directors to set the remuneration for the auditors.** Ernst & Young LLP were first appointed as auditors of the Company on November 27, 2012.

5. Approval of Long-Term Incentive Plan

On November 28, 2024, the Company put in place the LTIP which is a 20% "fixed" plan and authorizes the Board to grant, to eligible Participants (as defined in the LTIP), Options, RSUs, PSUs, DSUs, and/or SARs to to acquire up to 24,561,109 Shares of the Company.

At the Meeting, Shareholders will be asked to ratify the LTIP. Shareholders will also be asked to separately approve certain amendments to award limits under the LTIP. See "Approval of Amendments to Long-Term Incentive Plan". The following is a summary of the key provisions of the unamended LTIP. The following summary is qualified in all respects by the full text of the LTIP which is attached as Schedule "B" to this Circular. Capitalized terms used in this section and not otherwise defined, have the meanings ascribed thereto in the LTIP.

Summary of the LTIP

The purpose of the LTIP is to promote the long-term success of the Company and the creation of shareholder value by: (a) encouraging the attraction and retention of Eligible Persons (as defined below); (b) encouraging such Eligible Persons to focus on critical long-term objectives; and (c) promoting greater alignment of the interests of such Eligible Persons with the interests of the Company, in each case as applicable to the type of Eligible Person to whom an Award is granted.

The Long-Term Incentive Plan shall provide for the award of RSUs, PSUs, DSUs, SARs and Options (collectively, "**Awards**") to Directors, Officers, Employees, Management Company Employees and Consultants (as such terms are defined by TSXV Policy 4.4) of the Company or a subsidiary of the Company (collectively, "**Eligible Persons**"), as further described in the following summary. The RSUs, PSUs, DSUs,

SARs and Options issuable to any participant under the LTIP (a "**Participant**"), or in the case of Options, any pre-existing stock option plan of the Company, shall be hereinafter referred to as "Incentive Securities".

Plan Administration

The LTIP shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board. All actions taken and all interpretations and determinations made or approved by the Board in good faith shall be final and conclusive and shall be binding on any Participants of the LTIP and the Company, subject to any required approval of the TSXV.

Common Shares Available for Awards

Subject to adjustment as provided for in the LTIP, the maximum number of Common Shares hereby reserved for issuance to Participants under the LTIP, or under any other share compensation arrangements of the Company, pursuant to the issuance of Awards, collectively, shall not in the aggregate exceed 24,561,109 Common Shares (the "**Total Share Authorization**"). If any Award is terminated, cancelled, forfeited, has expired without being fully exercised or is otherwise settled in cash, any unissued Common Shares which have been reserved to be issued upon the exercise of the Award will be returned to the Total Share Authorization become available to be issued under Awards subsequently granted under the LTIP.

Participation Limits

The following limits apply to the operation of this LTIP

- a) unless the Company has obtained the requisite Disinterested Shareholder Approval:
 - (i) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in any 12-month period to any one person (and companies owned or controlled by that Person) must not exceed 5% of the total number of Common Shares issued and outstanding, calculated as at the date any Award is granted or issued to such person;
 - (ii) the maximum aggregate number of Common Shares which may be issued under share compensation arrangements of the Company granted or issued to Insiders as a group must not exceed 10% of the Common Shares issued and outstanding at any point in time; and
 - (iii) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in any 12-month period to Insiders as a group must not exceed 10% of the Common Shares issued and outstanding, calculated on the date any Award is granted to an Insider; and
- b) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in a 12-month period to any one Consultant must not exceed 2% of the Common Shares issued and outstanding, calculated at the date any Award is granted to the Consultant; and

- c) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in a 12-month period to all persons retained to provide Investor Relations Activities must not exceed 2% of the Common Shares issued and outstanding, calculated at the date any Award is granted to any such Person.

Eligibility and Participation

Awards may only be granted to Participants, an RRSP or RRIF established and controlled by a Participant or a company that is wholly owned by an individual Participant and provided that the participation is voluntary. A Participant will not be entitled to receive a grant of an Award after the date that the Participant ceases to be a Director, an Officer, an Employee, a Management Company Employee or a Consultant in each case for any reason. Persons retained to provide Investor Relations Activities may only be granted Options under the LTIP.

RSUs

Each RSU grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" to the LTIP, that shall specify the Period(s) of Restriction, the number of RSUs granted, the settlement date (which shall not be later than the last day of the Restricted Period) for RSU, and any such other provisions as the Committee shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each RSU, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such RSUs.

In making such determination, the Board shall consider the timing of crediting RSUs including crediting RSUs in connection with Dividend Equivalents, to a Participant's account, the vesting requirements and settlement timing applicable to such RSUs to ensure that the crediting of the RSUs to the Participant's account, the vesting requirements and settlement timing are not considered a "salary deferral arrangement" for the purposes of the ITA and any applicable provincial legislation.

The Award Agreement in respect of RSUs shall contain such terms that may be considered necessary in order that the RSUs will comply with any provisions respecting restricted share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

RSU Vesting Restrictions

RSUs will vest on such terms as shall be specified by the Board at the time of granting such RSUs, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 of the LTIP or as otherwise determined by the Board in connection with a Change of Control pursuant to Section 11.2 of the LTIP or other similar transaction, no RSUs may vest or become freely trading before the date that is one year following the date it is granted or issued. For greater certainty, the vesting period must fall after the end of the Performance Period, if any, but no later than the last day of the Restriction Period.

PSUs

Each PSU grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" of the LTIP, that shall specify the number of PSUs granted, the Restricted Period, the Performance Period for PSUs, and any other provisions as the Board shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each PSU, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such PSUs.

In making such determination, the Board shall consider the timing of crediting PSUs, including crediting PSUs in connection with Dividend Equivalents, to a Participant's account, the vesting requirements and settlement timing applicable to such PSU to ensure that the crediting of the PSU to the Participant's account, the vesting requirements and settlement timing are not considered a "salary deferral arrangement" for the purposes of the ITA and any applicable provincial legislation.

The Award Agreement in respect of PSUs shall contain such terms that may be considered necessary in order that the PSUs will comply with any provisions respecting performance share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

Performance Goals

The Performance Goals may be based upon the achievement of corporate, divisional or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Board. The Board may modify the Performance Goals as necessary to align them with the Company'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.

PSU Vesting Restrictions

PSUs will vest on such terms as shall be specified by the Board at the time of granting such PSUs, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 of the LTIP or as otherwise determined by the Board in connection with a Change of Control pursuant to Section 11.2 of the LTIP or other similar transaction, no PSUs may vest or become freely trading before the date that is one year following the date it is granted or issued. For greater certainty, the vesting period must fall after the end of the Performance Period but no later than the last day of the Restriction Period.

DSUs

Each DSU grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" of the LTIP, that shall specify the number of DSUs granted, the settlement date for DSUs, and any other provisions as the Board shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each DSU, restrictions based upon the achievement of

specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such DSUs.

In making such determination, the Board shall consider the timing of crediting DSUs, including crediting DSUs in connection with Dividend Equivalents, to a Participant's Account, any vesting requirements and settlement timing applicable to such DSUs to ensure that the crediting of the DSUs to the Participant's Account, any vesting requirements and settlement timing are compliant with Regulation 6801(d) under the ITA and any applicable provincial legislation.

DSU Vesting Restrictions

DSUs will vest on such terms as shall be specified by the Board at the time of granting such DSUs, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 of the LTIP or as otherwise determined by the Board in connection with a Change of Control pursuant to Section 11.2 of the LTIP or other similar transaction, no DSUs may vest or become freely trading before the date that is one year following the date it is granted or issued.

Notwithstanding any provision to the contrary in this Plan or any applicable Award Agreement, the Board may, in its sole discretion, make adjustments to the calculation of any DSUs its granted to Participants based on its assessment of the risk level, events that may impact the value of the DSUs or when calculations do not properly reflect all of the relevant considerations, provided further that, in respect of any DSUs subject to the ITA, no such adjustments shall entitle the Participant or a person with whom the employee does not deal at arm's length, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the Fair Market Value of the Shares.

Options

Each Option grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "A" to the LTIP, that shall specify the terms and conditions of the Option grant including, the award date of the Option, the Exercise Price, the duration of the Option, the number of Common Shares to which the Option pertains, the conditions upon which an Option shall become vested and exercisable, and any such other provisions as the Committee shall determine. The Award Agreement shall contain such terms and conditions that may be considered necessary in order for the Options to comply with any provisions respecting options contained in any income tax laws or any other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

Exercise Price

The Exercise Price for each grant of an Option under this Plan shall be determined by the Board and shall be specified in the Award Agreement. The Option exercise price per Common Share shall not be less than the Market Price or, with respect to any Option granted under to a U.S. Participant, less than the Fair Market Value of a Common Share on the date such Option is granted.

Duration of Options

Each Option granted to a Participant shall expire and become null, void and of no effect as of 5:00 p.m. local time in Vancouver British Columbia on the expiry date, as determine at the time of grant; provided, however, that (i) no Option shall be granted with a term exceeding the tenth (10th) anniversary date of its grant; and (ii) no Option shall expire in a period greater than one year following the date on which a Participant ceases to be an eligible Participant. Notwithstanding the foregoing, the expiry date of any Option shall be extended in the circumstances described in Section 4.11 of the LTIP.

Option Vesting

The Board shall have the authority to determine vesting terms applicable to grants of Options, which Options in its discretion, which need not be the same for each grant or for each Participant.

Notwithstanding the foregoing, Options issued to Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months, and no more than 25% of such Options may vest in any three-month period, but in any event, such Options shall not vest sooner than:

- (i) one quarter ($\frac{1}{4}$) of the Options on the date which is three (3) months from the date of grant;
- (ii) one quarter ($\frac{1}{4}$) of the Options on the date which is six (6) months from the date of grant;
- (iii) one quarter ($\frac{1}{4}$) of the Options on the date which is nine (9) months from the date of grant; and
- (iv) the final one quarter ($\frac{1}{4}$) of the Options on the date which is twelve (12) months from the date of grant.

SARs

Each SAR grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" to the LTIP that shall specify the number of SARs granted, the grant price of the SAR which shall not be less than the Market Price, the settlement date for SARs, and any other provisions as the Board shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each SAR, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such SARs. Notwithstanding the foregoing, in no event may an Award Agreement covering Stock Appreciation Rights granted to U.S. Participants have an exercise or base price (per share) that is less than the Fair Market Value per Common Share on the date of grant or expire more than ten years following the date of grant.

SAR Vesting Restrictions

SARs will vest on such terms as shall be specified by the Board at the time of granting such SARs, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 of the LTIP or as otherwise determined by the Board in connection with a Change of Control pursuant to Section 11.2 of the LTIP or other similar transaction, no SARs may vest or become freely trading before the date that is one year following the date it is granted or issued.

Termination

Death, Incapacity and Disability.

If a Participant dies or becomes Incapacitated during the term of any Award or suffers a Disability while a Participant and, as a result, his or her employment, term of office or engagement with the Company or an Affiliated is terminated:

- (a) any Awards held by the Participant that are not yet vested at the Termination Date shall continue to vest in accordance with their terms;
- (b) any Awards held by the Participant that are subject to a Performance Goal shall be deemed to have been satisfied upon completion of the Performance Period;
- (c) the executor, liquidator or administrator of the Participant's estate may exercise Options or other exercisable Awards of the Participant that become exercisable (including Awards which vested pursuant to the foregoing paragraphs) prior to the termination of such Awards in accordance with Section 10.1(e) of the LTIP;
- (d) any Restricted Share Units, Deferred Share Units, Performance Share Units, or Stock Appreciation Rights held by the Participant that have vested or vest (including Awards which vested pursuant to Section 10.1(a) or Section 10.1(b) of the LTIP) prior to their termination in accordance with Section 10.1(e) of the LTIP, and do not otherwise have exercise requirements, shall be paid to the Participant, executor, liquidator or administrator of the Participant's estate in accordance with the terms of the Plan and Award Agreement;
- (e) the right to exercise or be paid for an Award terminates on the earlier of: (i) the date that is 12 months after the Termination Date; (ii) the date on which the particular Award expires or terminates; and (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, the last day of the same calendar year as the Participant's Separation from Service; and
- (f) such Participant's eligibility to receive further grants of Awards under the Plan ceases as of the Termination Date.

Retirement

If a Participant voluntarily Retires then:

- (a) any Awards held by the Participant that are not yet vested at the Termination Date shall continue to vest in accordance with their terms;
- (b) the Participant or, if applicable, the executor, liquidator or administrator of the Participant's estate may exercise Options or other exercisable Awards of the Participant that become exercisable (including Awards which vested pursuant to the foregoing paragraphs) prior to the termination of such Awards in accordance with Section 10.2(d) of the LTIP;
- (c) any Restricted Share Units, Deferred Share Units, Performance Share Units, or Stock Appreciation Rights held by the Participant that have vested or vest (including Awards which vested pursuant to Section 10.2(a) of the LTIP) prior to their termination in accordance with Section 10.2(d) of the LTIP, and do not otherwise have exercise requirements, shall be paid to the Participant or, if applicable, the executor, liquidator or administrator of the Participant's estate in accordance with the terms of the Plan and Award Agreement;

- (d) the right to exercise or be paid for an Award terminates on the earlier of: (i) the date that is 12 months after the Termination Date; (ii) the date on which the particular Award expires or terminates; and (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, to the extent necessary to comply with Section 409A of the Code, the last day of the same calendar year as the Participant's Separation from Service; and
- (e) such Participant's eligibility to receive further grants of Awards under the Plan ceases as of the Termination Date.

Termination For Cause:

Except for explicit modifications of the application of this clause set out in a Participant's employment or such other services agreement (which shall have paramountcy over this clause) and subject to the discretion of the Board to determine otherwise (which for the purposes of this Section 10.3 does not include reference to a Committee), where a Participant's employment, term of office or engagement terminates for just Cause:

- (a) any vested but unexercised Options or other exercisable Awards held by the Participant at the Termination Date will be immediately cancelled and forfeited to the Company on the Termination Date for no consideration;
- (b) any other Awards held by the Participant that are not yet vested or payable by the Company at the Termination Date will be immediately cancelled and forfeited to the Company on the Termination Date for no consideration;
- (c) any remaining Awards held by the Participant that have vested and become payable by the Company before the Termination Date shall be paid to the Participant; and
- (d) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Company or an Affiliate, as the case may be, provides the Participant with written notification that the Participant's employment or term of office or engagement, is terminated for Cause,
- (e) provided that, in any case where the Board determines otherwise or as otherwise agreed in any contract with any Participant which has been approved by the Board, the exercise or settlement period of an Award held by a Person who ceases to be a Participant shall not be longer than 12 months following the Termination Date.

Termination for any Other Reason

Except for explicit modifications of the application of this clause set out in a Participant's employment agreement (which shall have paramountcy over this clause) and subject to the discretion of the Board to determine otherwise (which for these purposes of this Section 10.4 of the LTIP does not include reference to a Committee), where a Participant's employment or term of office or engagement terminates for any reason other than pursuant to Section 10.1, Section 10.2 or Section 10.3 of the LTIP, then:

- (a) any Options or other Awards held by the Participant that are exercisable at the Termination Date continue to be exercisable by the Participant until the earlier of:
 - (i) the date that is 90 days after the Termination Date;

- (ii) the date on which the exercise period of the particular Award expires; and
- (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, to the extent necessary to comply with Section 409A of the Code, the last day of the same calendar year as the Participant's Separation from Service,
- (iv) any non-exercisable Restricted Share Units, Deferred Share Units, Performance Share Units, or Stock Appreciation Rights held by the Participant that have vested or vest (subject to Section 11.2(c) of the LTIP or otherwise) prior to their termination in accordance with Section 10.4(c) of the LTIP, and do not otherwise have exercise requirements, shall be paid to the Participant in accordance with the terms of the LTIP and Award Agreement;
- (v) subject to Section 11.2(c) of the LTIP, any Award held by the Participant that are not yet vested at the Termination Date immediately expire and are cancelled and forfeited to the Company on the Termination Date; and
- (vi) the eligibility of a Participant to receive further grants under the LTIP ceases as of the Termination Date,

provided that, in any case where the Board determines otherwise or as otherwise agreed in any contract with any Participant which has been approved by the Board, the exercise or settlement period of an Award held by a Person who ceases to be a Participant shall not be longer than 12 months following the Termination Date.

Amendment, Modification, Suspension, and Termination

Subject to any applicable rules of the TSXV, the Board may from time to time, in its absolute discretion and without the approval of shareholders, make the following amendments to the LTIP or any Option or Award:

- (i) amend the vesting provisions of the LTIP, any Option or any Award;
- (ii) amend the LTIP, an Option or Award as necessary to comply with applicable law or the requirements of the TSXV or any other regulatory body having authority over the Company, the Plan or the shareholders;
- (iii) any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan; and
- (iv) any amendment respecting the administration of the Plan; and
- (v) any other amendment that does not require the approval of shareholders under this Article 14.

Shareholder approval is required for any of the following amendments to the Plan or any Awards and with respect to those amendments listed in Section 14.1(b)(i)-(vi) of the LTIP Disinterested Shareholder Approval is required:

- (i) any individual Award grant or amendment to this Plan that would result in or permit the maximum aggregate number of Shares which may be issued under Awards granted or issued to Insiders (as a group) to exceed ten percent 10% of the issued Shares at any point in time;
- (ii) any individual Award grant or amendment to this Plan that would result in or permit the grant to Insiders (as a group), within a twelve (12) month period, of an aggregate number of Shares exceeding ten percent (10%) of the issued Shares, calculated on the date the Award is granted to any Insider;

- (iii) any individual Award grant or amendment to this Plan that would result in or permit the number of Shares issued to any individual in any twelve (12) month period under this Plan to exceeding five percent (5%) of the issued Shares of the Company;
- (iv) any reduction in the exercise price of an Option or SAR, or the extension of the term of an Option, if the Participant is an Insider of the Company at the time of the proposed amendment;
- (v) any amendment to an Award that results in a benefit to an Insider, and for further clarity, if the Company cancels any Award and within one year grants or issues a new Award to the same person, that is considered an amendment;
- (vi) any individual Award grant that would result in the Total Share Authorization being exceeded;
- (vii) any change that would materially modify the eligibility requirements for participation in this Plan;
- (viii) an increase to the Total Share Authorization;
- (ix) any amendment that would extend the maximum permissible term of any Award; and
- (x) any amendment to Section 14.1(a) and this Section 14.1(b).

Other than as expressly provided in an Award Agreement or as set out in Section 11.2 hereof or with respect to a Change of Control, the Committee shall not alter or impair any rights or increase any obligations with respect to an Award previously granted under the Plan without the consent of the Participant.

The full text of the LTIP can be found in Schedule "B" hereto.

Long-Term Incentive Plan Resolution

Shareholders will be asked at the Meeting to consider and, if deemed advisable, to pass, with or without modification, an ordinary resolution (the "**Long-Term Incentive Plan Resolution**") approving the LTIP. The proposed text of the Long-Term Incentive Plan Resolution is as follows:

"RESOLVED AS AN ORDINARY RESOLUTION OF THE COMPANY'S SHAREHOLDERS THAT:

1. The Long-Term Incentive Plan of the Company, in substantially the form described in, and appended as Schedule B to the Company's management information circular for the annual and special meeting of the Company's Shareholders dated January 16, 2025, is hereby ratified, confirmed and approved and shall be adopted by the Company, subject to acceptance by the TSX Venture Exchange.
2. The maximum number of common shares in the capital of the Company authorized and reserved for issuance under the Long-Term Incentive Plan and the Company's existing Stock Option Plan, shall be 24,561,109 Common Shares of the Company.
3. the directors of the Company be and is hereby authorized to issue awards pursuant to and subject to the terms and conditions of the Long-Term Incentive Plan to those eligible to receive awards thereunder.
4. Notwithstanding that these resolutions be passed by the Shareholders of the Company, the adoption of the Long-Term Incentive Plan is conditional upon receipt of final approval of the TSXV Venture Exchange, and the Board of the Company is hereby authorized and empowered to make any changes to the Long-Term Incentive Plan, if required by the TSX Venture Exchange, or to revoke these resolutions, without any further approval of the Shareholders of the Company, at any time if such revocation is considered necessary or desirable to the board of directors.
5. Any one director or officer of the Company is authorized and directed, on behalf of the Company to take all necessary steps and proceedings and to execute, deliver and file any and all

declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to the foregoing resolutions.””

In order to be adopted, the Long-Term Incentive Plan Resolution must be approved by a simple majority of votes cast at the Meeting by Shareholders who vote in person or by proxy. **The ReGen Board unanimously recommends that each Shareholder vote FOR the Long-Term Incentive Plan Resolution. Common Shares represented by proxies in favour of the management nominees will be voted FOR the Long-Term Incentive Plan, unless a Shareholder has specified in its Proxy that their Common Shares are to be voted against the Long-Term Incentive Plan Resolution.**

6. Ratification and Approval of Option Grant Made Under the LTIP

At the Meeting, disinterested shareholders of the Company will be asked to ratify and approve a grant of 6,500,000 Options made under the LTIP to Company Director, President, and Chief Executive Officer, Tony Weatherill (the “**Weatherill Options**”).

The 6,500,000 Weatherill Options were granted on December 2, 2024, at an exercise price of \$0.28 per Weatherill Option, and are valid for a period of five years. The Weatherill Options vest over three years and vesting may be accelerated based on achievement of performance milestones set by the Board.

At the date of grant, the Company had an issued and outstanding share capital of 122,805,547 Common Shares. The 6,500,000 Weatherill Options represent 5.29% of the Company’s then issued and outstanding Common Shares. Pursuant to section 3.5 (b) (A) of the LTIP, the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in any 12-month period to any one person (and companies owned or controlled by that Person) must not exceed 5% of the total number of Common Shares issued and outstanding, calculated as at the date any Award is granted or issued to such person.

Additionally, pursuant to section 3.5 (b) (B) of the LTIP, the maximum aggregate number of Common Shares which may be issued under share compensation arrangements of the Company granted or issued to Insiders as a group must not exceed 10% of the Commons Shares issued and outstanding at any point in time. As at the date of grant and inclusive of the Weatherill Options, the total percentage of Options granted to Insiders as a group was 12.97%.

Therefore, as part of the approval of the grant of the Weatherill Options, the Company is seeking disinterested shareholder approval to exceed the 5% limit prescribed under Section 3.5 (b) (A) and to exceed the 10% limit prescribed under Section 3.5 (b) (B) of the LTIP.

Under the applicable policies of the TSX Venture Exchange, a listed issuer may grant options or rights under a security-based compensation arrangement that has not been approved by security holders provided that no exercise of such option or right may occur until security holder approval is obtained. If the LTIP is not approved at the Meeting, the forgoing grant will be cancelled.

The ReGen Board unanimously recommends that each Shareholder vote FOR the following resolution in favour of ratifying and approving the foregoing grant of Options made under the LTIP. Proxies granted in favour of the management nominees will be voted FOR in this resolution unless a Shareholder has specified in its Proxy that their Common Shares are to be voted against the resolution.

“RESOLVED AS AN ORDINARY RESOLUTION OF THE COMPANY’S SHAREHOLDERS THAT the Weatherill Options granted under the LTIP of the Company described in the Company’s management information circular for the annual and special meeting of the Company’s Shareholders dated January 16, 2025 are hereby ratified, confirmed and approved, subject to acceptance by the TSX Venture Exchange.”

7. Approval of Amendment to Long-Term Incentive Plan

Pursuant to section 3.5 (b) (B) of the LTIP, the maximum aggregate number of Common Shares which may be issued under share compensation arrangements of the Company granted or issued to Insiders as a group must not exceed 10% of the Common Shares issued and outstanding at any point in time. At the Meeting, disinterested shareholders of the Company will be asked to approve an amendment to Section 3.5 (b) (B) of the Company’s LTIP such that the maximum aggregate number of Common Shares which may be issued under share compensation arrangements of the Company granted or issued to Insiders as a group must not exceed 15% of the Common Shares issued and outstanding at any point in time.

As at the date of this information circular and including the Weatherill Options, the total number of Options granted to Insiders as a group is 12.88%. As Greg Clarke is not standing for re-election at the Meeting, at the conclusion of the meeting he will no longer be an Insider of the Company, and the total percentage of options granted to Insiders as a group will be 9.71%.

In order for, in future, the Company to attract and retain qualified executives and directors, the ReGen Board unanimously recommends that each Shareholder vote FOR the following resolution in favour of amending Section 3.5 (b) (B) of the LTIP to permit a maximum aggregate number of Common Shares which may be issued to Insiders as a group be increased to 15% of the issued and outstanding at any point in time. Proxies granted in favour of the management nominees will be voted FOR in this resolution unless a Shareholder has specified in its Proxy that their Common Shares are to be voted against the resolution.

“RESOLVED AS AN ORDINARY RESOLUTION OF THE COMPANY’S SHAREHOLDERS THAT Section 3.5 (b) (B) of the Company’s LTIP be amended such that the maximum aggregate number of Common Shares which may be issued under share compensation arrangements of the Company granted or issued to Insiders as a group must not exceed 15% of the Common Shares issued and outstanding at any point in time, subject to acceptance by the TSX Venture Exchange.”

Additional Information

Additional information relating to the Company may be found under the profile of the Company on SEDAR+ at www.sedarplus.ca including in the Company’s most recently filed annual information form. Additional financial information is provided in the Company’s audited financial statements and related management’s discussion and analysis for the financial year ended December 31, 2023, which can be found under the profile of the Company on SEDAR+. Shareholders may also request these documents from the Company by telephone at 604-806-5275.

Board of Directors Approval

The contents of this Circular and the sending thereof to the shareholders of the Company have been approved by the Board.

BY ORDER OF THE BOARD

Signed: *"Gregory Clarkes"*

Gregory Clarkes
Chairman of the Board

Vancouver, British Columbia
January 16, 2025

SCHEDULE "A"

AUDIT COMMITTEE CHARTER

1. Mandate

The primary function of the audit committee (the "**Committee**") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting, and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.
- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors.

2. Composition

The Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be independent directors, pursuant to the policies of the TSXV.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company's Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

3. Meetings

The Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with management and the external auditors in separate sessions.

The minutes of the Committee meetings shall accurately record the decisions reached and shall be distributed to the Audit Committee members with copies to the Board of Directors, the Chief Financial Officer or such other officer acting in the capacity and the external auditor.

4. Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

- (a) Review and update this Charter annually.

- (b) Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

- (a) Require the external auditors to report directly to the Committee.
- (b) Review annually the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.
- (c) Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company and confirming their independence from the Company.
- (d) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.
- (e) Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.
- (f) Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval and the compensation of the external auditors.
- (g) Review with management and the external auditors the terms of the external auditors' engagement letter.
- (h) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.
- (i) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.
- (j) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.
- (k) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:
 - (i) the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;
 - (ii) such services were not recognized by the Company at the time of the engagement to be non-audit services; and
 - (iii) such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of

Directors to whom authority to grant such approvals has been delegated by the Committee.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

- (a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.
- (b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
- (c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.
- (d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.
- (e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.
- (f) Review any significant disagreement among management and the external auditors regarding financial reporting.
- (g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.
- (h) Review certification process.
- (i) Establish procedures for:
 - (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and
 - (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Other

- (a) Review any related-party transactions.

5. Authority

The Committee may:

- (a) engage independent outside counsel and other advisors as it determines necessary to carry out its duties;
- (b) set and pay the compensation for any advisors employed by the Committee; and
- (c) communicate directly with the internal and external auditors.

The Committee shall have unrestricted access to the Company's personnel and documents and will be provided with the resources necessary to carry out its responsibilities.

Schedule "B"

REGEN III CORP.

OMNIBUS EQUITY INCENTIVE PLAN

NOVEMBER 28, 2024

Article 1 PURPOSE

Section 1.1 Purpose

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

Article 2 DEFINITIONS

Section 2.1 Definition

As used herein, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the meanings set forth below:

- (a) "**Affiliate**" has the meaning given to such term in TSXV Policy 1.1 of the policy manual of the TSXV.
- (b) "**Award**" means, individually or collectively, a grant under this Plan of Options, Restricted Share Units, Deferred Share Units, Performance Share Units or Stock Appreciation Rights, in each case subject to the terms of this Plan.
- (c) "**Award Agreement**" means either (i) a written agreement entered into by the Company or an Affiliate of the Company and a Participant; or (ii) a written statement issued by the Company or an Affiliate of the Company to a Participant, describing the terms and provisions of such Award and need not be identical to other Award Agreements either in form or substance.
- (d) "**ASA**" means the Securities Act (Alberta), as may be amended from time to time.
- (e) "**Blackout Period**" means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company in accordance with the requirements of TSXV Policy 4.4.
- (f) "**Board**" or "**Board of Directors**" means the Board of Directors of the Company.
- (g) "**Cashless Exercise**" means the exercise of an Option whereby the Company has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to a Participant to purchase the Common Shares underlying the Options to be exercised and the brokerage firm then sells a sufficient number of Common Shares to cover the exercise price of the Options in order to repay the loan made to the Participant resulting in the Participant receiving the net balance of the Common Shares underlying the exercised Options or the net cash proceeds from the exercise of the Options.
- (h) "**Cause**" means:

- (i) Cause as such term is defined in the written employment agreement between the Company and the Officer or Employee; or
 - (ii) in the event there is no written employment agreement between the Company and the Officer or Employee 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 or Employee is employed provided, however, if an employee Participant's employment is governed by the Province of Ontario, then Cause, means the employee Participant's wilful misconduct, disobedience or wilful neglect of duty by that is not trivial and has not been condoned by the Company or any of its Affiliates, provided, further, that if the Participant is a U.S. Participant, then Cause shall be defined in the applicable Award Agreement, or in the absence of any definition of Cause contained therein, means (A) the Participant's indictment for, conviction of or plea of *nolo contendere* to, a felony (other than in connection with a traffic violation) under any state or federal law, (B) the Participant's failure to substantially perform his or her essential job functions after receipt of written notice from the Company requesting such performance, (C) an act of fraud or gross misconduct with respect, in each case, to the Company, by the Participant, (D) any material misconduct by the Participant that could be reasonably expected to damage the reputation or business of the Company or any of its Affiliates, or (E) the Participant's violation of a material policy of the Company. Any determination of whether Cause exists shall be made by the Committee in its sole discretion.
- (i) "**Change of Control**" shall occur if any of the following events occur:
- (i) the acquisition or potential acquisition, directly or indirectly and by any means whatsoever, by any person, or by a group of persons acting jointly or in concert, of beneficial ownership or control or direction over that number of Voting Securities which is greater than 50% of the total issued and outstanding Voting Securities immediately after such acquisition, unless such acquisition arose as a result of or pursuant to:
 - (A) an acquisition or redemption by the Company of Voting Securities which, by reducing the number of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by such person to 50% or more of the Voting Securities then outstanding;
 - (B) acquisitions of Voting Securities which were made pursuant to a dividend reinvestment plan of the Company;
 - (C) the receipt or exercise of rights issued by the Company to all the holders of Voting Securities to subscribe for or purchase Voting Securities or securities convertible into Voting Securities, provided that such rights are acquired directly from the Company and not from any other person;
 - (D) a distribution by the Company of Voting Securities or securities convertible into Voting Securities for cash consideration made pursuant to a public offering or by way of a private placement by the Company ("**Exempt Acquisitions**");
 - (E) a stock-dividend, a stock split or other event pursuant to which such person receives or acquires Voting Securities or securities convertible into Voting

Securities on the same pro rata basis as all other holders of securities of the same class ("**Pro-Rata Acquisitions**");

- (F) the exercise of securities convertible into Voting Securities received by such person pursuant to an Exempt Acquisition or a Pro-Rata Acquisition ("**Convertible Security Acquisitions**"); or
- (G) a sale by the Company of greater than 50% of the fair market value of the assets of the Company, through one or a series of transactions, to an entity that is not controlled by either the shareholders of the Company or by the Company.

provided, however, that if a person shall acquire 50% or more of the total issued and outstanding Voting Securities by reason of any one or a combination of (1) acquisitions or redemptions of Voting Shares by the Company, (2) Exempt Acquisitions, (3) Pro-Rata Acquisitions, or (4) Convertible Security Acquisitions and, after such share acquisitions or redemptions by the Company or Exempt Acquisitions or Pro-Rata Acquisitions or Convertible Security Acquisitions, acquires additional Voting Securities exceeding one per cent of the Voting Securities outstanding at the date of such acquisition other than pursuant to any one or a combination of Exempt Acquisitions, Convertible Security Acquisitions or Pro-Rata Acquisitions, then as of the date of such acquisitions such acquisition shall be deemed to be a "**Change of Control**";

- (ii) the replacement by way of election or appointment at any time of one-half or more of the total number of the then incumbent Directors, unless such election or appointment is approved by 50% or more of the Directors in office immediately preceding such election or appointment in circumstances where such election or appointment is to be made other than as a result of a dissident public proxy solicitation, whether actual or threatened; and
- (iii) any transaction or series of transactions, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, whereby all or substantially all of the shares or assets of the Company become the property of any other person (the "**Successor Entity**") (other than a subsidiary of the Company) unless:
 - (A) individuals who were holders of Voting Securities immediately prior to such transaction hold, as a result of such transaction, in the aggregate, more than 50% of the voting securities of the Successor Entity;
 - (B) a majority of the Directors of the Successor Entity is comprised of individuals who were members of the Board immediately prior to such transaction; and
 - (C) after such transaction, no person or group of persons acting jointly or in concert, holds more than 50% of the voting securities of the Successor Entity unless such person or group of persons held securities of the Company in the same proportion prior to such transaction.

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 is triggered by or would be 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. Participant unless the transaction qualifies as "a change in control event" within the meaning of Section 409A of the Code.

- (j) "**Change of Control Price**" means (i) the highest price per Common Share offered in conjunction with any transaction resulting in a Change of Control (as determined in good faith by the Committee if any part of the offered price is payable other than in cash), or (ii) in the case of a Change of Control occurring solely by reason of a change in the composition of the Committee, the highest Fair Market Value of the Common Shares on any of the thirty (30) trading days immediately preceding the date on which a Change of Control occurs, except if the relevant participant is subject to taxation under the ITA such Change of Control price shall be deemed to be a price determined by the Committee based on the closing price of a Common Share on the TSXV on the trading day preceding the Change of Control date or based on the volume weighted average trading price of the Common Shares on the TSXV for the five trading days immediately preceding the Change of Control date.
- (k) "**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.
- (l) "**Common Shares**" or "**Common Shares**" means, as the case may be, one or more common shares in the capital of the Company.
- (m) "**Committee**" means the Board of Directors or if so delegated in whole or in part by the Board, any duly authorized committee appointed by the Board to administer the Plan.
- (n) "**Company**" means ReGen III Corp., a company incorporated under the laws of the Province of Alberta, and any successor thereto as provided in Article 17 herein.
- (o) "**Consultant**" has the meaning given to such term in TSXV Policy 4.4.
- (p) "**Deferred Share Unit**" means an Award denominated in units that provides the holder thereof with a right to receive Common Shares, an amount in cash having an equivalent value or a combination thereof upon settlement of the Award, granted under Article 7 herein and subject to the terms of this Plan.
- (q) "**Director**" has the meaning given to such term in TSXV Policy 4.4.
- (r) "**Disability**" has the meaning attributed thereto in the Participant's written agreement with the Company or an Affiliate and if there is no such defined term, means the Participant's inability to substantially fulfil their duties on behalf of the Company as a result of illness or injury for a continuous period of nine (9) nine months or more or for an aggregate period of twelve (12) months or more during any consecutive twenty-four (24) month period, despite the provision of reasonable accommodations by the Company or an Affiliate, as applicable.
- (s) "**Disinterested Shareholder Approval**" has the meaning given to "disinterested Shareholder approval" in section 5.3 of TSXV Policy 4.4,
- (t) "**Dividend Equivalent**" means a right with respect to an Award to receive cash, Common Shares or other property equal in value and form to dividends declared by the Committee and paid with respect to outstanding Common Shares. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement, and if

specifically provided for in the Award Agreement shall be subject to such terms and conditions set forth in the Award Agreement as the Committee shall determine.

- (u) "**Employee**" has the meaning given to such term in TSXV Policy 4.4.
- (v) "**Exercise Notice**" means the notice respecting the exercise of an Option, in the form substantially similar to that set out as Schedule "B" hereto.
- (w) "**Exercise Price**" means the price at which a Common Share may be purchased by a Participant pursuant to an Option, as determined by the Committee.
- (x) "**Fair Market Value**" or "**FMV**" means, unless otherwise required by any applicable provision of the Code or any regulations thereunder or by any applicable accounting standard for the Company's desired accounting for Awards or by the rules of the TSXV, a price that is determined by the Committee, provided that such price cannot be less than the greater of (i) the volume weighted average trading price of the Common Shares on the TSXV for the five trading days immediately prior to the applicable date or (ii) the closing price of the Common Shares on the TSXV on the trading day immediately prior to the applicable date, and provided, further, that with respect to an Option granted to a U.S. Participant, such Participant and the number of Common Shares subject to such Award shall be identified by the Board or the Committee prior to the start of the applicable five (5) trading day period. In the event that such Common Shares are not listed and posted for trading on any exchange, the Fair Market Value shall be the fair market value of such Common Shares as determined by the Committee in its sole discretion and, with respect to an Award made to a U.S. Participant, in accordance with Section 409A of the Code.
- (y) "**Incapacity**" or "**Incapacitated**" means the incapacity or inaptitude of a Participant to administer the Participant's estate, that results in the appointment of an administrator of the Participant's estate or that enables a person or entity to act on the Participant's behalf pursuant to a power of attorney.
- (z) "**Insider**" has the meaning given to such term in TSXV Policy 1.1.
- (aa) "**Investor Relations Activities**" has the meaning given such term in TSXV Policy 1.1 and for purpose of this Plan, Persons retained to perform Investor Relations Activities shall include any Consultant that performs Investor Relations Activities and any Employee, Management Company Employee, Officer or Director whose role and duties primarily consist of Investor Relations Activities.
- (bb) "**ITA**" means the *Income Tax Act* (Canada) and the regulations adopted thereunder, as amended from time to time.
- (cc) "**ISO**" has the meaning given to that term under Section 15.1.
- (dd) "**Management Company Employee**" has the meaning given to such term in TSXV Policy 4.4.
- (ee) "**Market Price**" has the meaning ascribed thereto in TSXV Policy 1.1.
- (ff) "**Non-Qualified Security**" has the meaning ascribed thereto in Section 110 of the ITA.
- (gg) "**Notice Period**" means only that period constituting the minimum notice of termination period that is required to be provided to a Participant pursuant to applicable employment

standards legislation (if applicable and if any). For certainty, the "Notice Period" shall exclude any other period that follows or ought to have followed, as applicable, the later of (i) the end of the minimum notice of termination period that is required to be provided to a Participant pursuant to applicable employment standards legislation (if applicable and if any), or (ii) the Participant's last day of performing work for the Company or an Affiliate (including any period of vacation, Disability, or other leave permitted by legislation) whether that period arises from a contractual or common law right.

- (hh) "**Officer**" has the meaning given such term in TSXV Policy 4.4.
- (ii) "**Option**" means the conditional right to purchase Common Shares at a stated Exercise Price for a specified period of time, granted under Article 5 herein and subject to the terms of this Plan.
- (jj) "**Participant**" means a Director, Officer, Employee, Management Company Employee or Consultant that is the recipient of an Award granted or issued by the Company under this Plan and, as context requires, shall include a registered retirement savings plan ("**RRSP**") or registered retirement income fund ("**RRIF**") established and controlled by a Participant or a company that is wholly owned by an individual Participant.
- (kk) "**Performance Goal**" means conditions, if any, imposed on an Award which are required to be satisfied or discharged during the Performance Period in order that an Award shall vest as further described in Section 8.3.
- (ll) "**Performance Period**" means the period of time during which Performance Goal must be satisfied or discharged following which the Award shall terminate unvested.
- (mm) "**Performance Share Unit**" means an Award denominated in units subject to a Performance Period, with a right to receive Common Shares or cash or a combination thereof upon settlement of the Award, as a function of the extent to which corresponding Performance Goals have been achieved, granted under Article 8 herein and subject to the terms of this Plan.
- (nn) "**Person**" shall have the meaning ascribed to such term in Section 1 (mm) of the ASA.
- (oo) "**Plan**" means this Omnibus Equity Incentive Plan.
- (pp) "**Restriction Period**" means a period determined by the Board, in its sole discretion, ending in all cases no later than (i) in the case of Performance Share Units and Restricted Share Units that are subject to the ITA, three (3) years after the last day of the calendar year in which the performance of services for which Performance Share Units or Restricted Share Units are granted, occurred, (ii) in the case of Deferred Share Units that are subject to the ITA, the last day of the calendar year following the Participant's Termination Date; and (iii) in every other case, the date determined by the Board at the time any Award is granted or at any time thereafter during which any Restricted Share Units or Deferred Share Units is subject to vesting, risk of forfeiture or deferral, as applicable.
- (qq) "**Restricted Share Unit**" means an Award denominated in units subject to a Restricted Period, with a right to receive Common Shares or cash or a combination thereof upon settlement of the Award, as a function of the extent to which corresponding vesting criteria have been achieved, granted under Article 6 herein and subject to the terms of this Plan.

- (rr) "**Retirement**" or "**Retire**" means a Participant's permanent withdrawal from employment or office with the Company or Affiliate on terms and conditions accepted and determined by the Committee.
- (ss) "**Separation from Service**" has the meaning ascribed to it under Section 409A of the Code.
- (tt) "**Stock Appreciation Right**" means an Award denominated in units subject to a Restricted Period, with a right to receive Common Shares or cash or a combination thereof upon settlement of the Award, based on the appreciated value of the Common Shares, granted under Article 9 herein and subject to the terms of this Plan.
- (uu) "**Successor Entity**" has the meaning ascribed thereto under subsection (v) of the definition of Change of Control.
- (vv) "**Termination Date**" means, in the case of a Participant whose employment or term of office or engagement with the Company or an Affiliate terminates:
- (i) by reason of the Participant's death or Incapacity, the date of death or Incapacity, then such date of death or incapacity;
 - (ii) by reason of termination for Cause, resignation by the Participant or Retirement, the Participant's last day actively at work or actively performing services for the Company or an Affiliate;
 - (iii) by reason of Disability, then the date on which the Participant is determined to have a Disability as defined herein;
 - (iv) for any reason whatsoever other than death, Incapacity, termination for Cause, Retirement or termination by reason of Disability, the later of the (i) date of the Participant's last day actively at work or actively performing services for the Company or the Affiliate, and (ii) the last date of the Notice Period;
 - (v) the resignation of a director and the expiry of a director's term on the Board without re-election (or nomination for election) shall each be considered to be a termination of his or her term of office; and
 - (vi) in the case of a U.S. Participant, a Participant's "Termination Date" will be the date the Participant experiences a Separation from Service.
- (ww) "**Total Share Authorization**" has the meaning ascribed thereto under Section 3.5(a).
- (xx) "**TSXV**" means the TSX Venture Exchange and at any time the Common Shares are not listed and posted for trading on the TSXV, shall be deemed to mean such other stock exchange or trading platform upon which the Common Shares trade and which has been designated by the Committee.
- (yy) "**TSXV Policies**" means the policies included in the TSX Venture Exchange Corporate Finance Manual and "**TSXV Policy**" means any one of them, as such policies may be amended, supplemented or replaced from time to time.
- (zz) "**TSXV Policy 1.1**" means Policy 1.1 – *Interpretation* of the TSXV Policies, as may be amended, supplemented or replaced from time to time.

- (aaa) "**TSXV Policy 4.4**" means Policy 4.4 – *Security Based Compensation* of the TSXV Policies, as may be amended, supplemented or replaced from time to time.
- (bbb) "**U.S. Participant**" has the meaning given to that term under Section 15.1.
- (ccc) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.
- (ddd) "**Voting Securities**" shall mean any securities of the Company ordinarily carrying the right to vote at elections of directors and any securities immediately convertible into or exchangeable for such securities.

Article 3 ADMINISTRATION

Section 3.1 Administration

This Plan shall be administered by the Board, or any Committee appointed by the Board to administer this Plan. Without limiting the generality of the foregoing, where a Committee has been appointed by the Board to administer this Plan pursuant to a resolution passed by the Board, such Committee has authority to:

- (a) grant to Participants, an RRSP or RRIF established and controlled by a Participant or a company that is wholly owned by an individual Participant up to the number of Awards specified by the Board in the resolution appointing the Committee or in any other subsequent resolution(s) of the Board, the whole on the terms set out in such resolution(s);
- (b) exercise rights reserved to the Company under this Plan;
- (c) determining Award terms and conditions including, but not limited to, issuance price, vesting terms, Performance Goals, exercise conditions and expiry periods (all as applicable) for Awards granted under this Plan in accordance with the terms and conditions of this Plan;
- (d) establishing the form or forms of Award Agreements;
- (e) cancel, amend, adjust or otherwise change any Award under such circumstance as the Committee may consider appropriate in accordance with the provisions of this Plan; and
- (f) make all other determinations, including, but not limited to determinations regarding whether Performance Goals have been achieved and take all other actions as it considers necessary or advisable for implementation and administration of this Plan.

Section 3.2 Delegation.

The Committee may delegate to one or more of its members any of the Committee's administrative duties or powers as it may deem advisable; provided, however, that any such delegation must be permitted under applicable corporate law.

Section 3.3 Interpretation Binding

The interpretation, construction and application of this Plan and any Award Agreements shall be made by the Board or a Committee and shall be final and binding on all holders of Awards granted under this Plan and all Persons eligible to participate under the provisions of this Plan.

Section 3.4 Limitation of Liability

No member of the Board or Committee shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of this Plan or any Awards granted under it.

Section 3.5 Common Shares Subject to the Plan

- (a) Subject to adjustment as provided for herein, the maximum number of Common Shares hereby reserved for issuance to Participants under the Plan, or under any other share compensation arrangements of the Company, pursuant to the issuance of Awards, collectively, shall not in the aggregate exceed 24,561,109 Common Shares (the "**Total Share Authorization**"). If any Award is terminated, cancelled, forfeited, has expired without being fully exercised or is otherwise settled in cash, any unissued Common Shares which have been reserved to be issued upon the exercise of the Award will be returned to the Total Share Authorization become available to be issued under Awards subsequently granted under the Plan.
- (b) The following limits apply to the operation of this Plan:
- (i) unless the Company has obtained the requisite Disinterested Shareholder Approval,
 - (A) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in any 12-month period to any one person (and companies owned or controlled by that Person) must not exceed 5% of the total number of Common Shares issued and outstanding, calculated as at the date any Award is granted or issued to such person;
 - (B) the maximum aggregate number of Common Shares which may be issued under share compensation arrangements of the Company granted or issued to Insiders as a group must not exceed 10% of the Common Shares issued and outstanding at any point in time; and
 - (C) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in any 12-month period to Insiders as a group must not exceed 10% of the Common Shares issued and outstanding, calculated on the date any Award is granted to an Insider; and
 - (ii) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in a 12-month period to any one Consultant must not exceed 2% of the Common Shares issued and outstanding, calculated at the date any Award is granted to the Consultant; and

- (iii) the maximum aggregate number of Common Shares that are issuable under all share compensation arrangements of the Company granted or issued in a 12-month period to all persons retained to provide Investor Relations Activities must not exceed 2% of the Common Shares issued and outstanding, calculated at the date any Award is granted to any such Person.
- (c) The Board (which for these purposes does not include a reference to a Committee) shall allot, set aside and reserve for issuance for the purpose of this Plan a sufficient number of Common Shares at each meeting of the Board such that the number of Common Shares issuable under Section 3.5(a) shall be properly allotted, set aside and reserved for issuance.

Article 4 ELIGIBILITY AND GRANT OF AWARDS

Section 4.1 Eligibility

Awards may only be granted to Participants, an RRSP or RRIF established and controlled by a Participant or a company that is wholly owned by an individual Participant and provided that the participation is voluntary. A Participant will not be entitled to receive a grant of an Award after the date that the Participant ceases to be a Director, an Officer, an Employee, a Management Company Employee or a Consultant in each case for any reason.

Section 4.2 Transfers of Employment and Changes of Role

For purposes of the Plan, unless otherwise provided by the Committee, a transfer of employment of a Participant between the Company and an Affiliate or among Affiliates or a change of role with the Company or an Affiliate, shall not be deemed a termination of employment provided that the Participant remains a Participant. The Committee may provide in a Participant's Award Agreement or otherwise the conditions under which a transfer of employment to an entity that is spun off from the Company or an Affiliate shall not be deemed a termination of employment for purposes of an Award.

Section 4.3 Committee's Discretion

- (a) Subject to the foregoing, the Committee shall have full and final authority to determine the Participants who are to be allocated and granted Awards under this Plan and the number of Common Shares subject to each Award grant. Subject to Article 11, Awards granted under this Plan shall be for Common Shares only, and for no other security.
- (b) Unless limited by the terms of this Plan or any regulatory or stock exchange requirement, the Committee shall have full and final authority, in its discretion, to determine the nature, terms and conditions attached to any grant of Awards under this Plan.

Section 4.4 Bona Fide Representation.

For Awards granted to Employees, Consultants or Management Company Employees, the Company and the Participant are responsible for ensuring and confirming that the Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be.

Section 4.5 Eligibility of Persons Retained to Provide Investor Relations Activities.

Persons retained to provide Investor Relations Activities may only be granted Options under this Plan.

Section 4.6 Specific Allocation

The Company cannot grant or issue an Award hereunder unless and until the Award has been allocated to a particular Participant.

Section 4.7 Notification of Award

Following the approval by the Committee of the granting or issuance of an Award, the Committee will notify the recipient in writing of the Award and will enclose with such notice the Award Agreement representing the Award so awarded.

Section 4.8 Copy of Plan

In addition to the notice of the Award and Award Agreement, as set out in Section 4.7 hereto, the Company will also forward to the Participant a copy of this Plan (on the first grant of an Award hereunder) and any other documentation that may be required by applicable law, stock exchange or regulatory requirements.

Section 4.9 Non-Transferability of Awards

Subject to applicable law, no Award granted under this Plan shall be assignable or transferable otherwise than:

- (a) by will or by the laws of descent and distribution, and such Award shall be exercisable, during a Participant's lifetime, only by the Participant (subject to Section 10.1);
- (b) to a Participant's RRSP or RRIF, provided that the Participant is, during the Participant's lifetime, the sole beneficiary of the RRSP or RRIF; or
- (c) a company that is wholly owned by an individual Participant provided that such company has complied with the requirements of section 2(c) of TSXV Policy 4.4.

Section 4.10 Other Requirements

- (a) The date that an Award is granted shall be the date such grant was approved by the Committee.
- (b) The Company may only grant Awards pursuant to resolutions of the Committee.
- (c) The Company may not grant any Awards while there is an undisclosed material change or undisclosed material fact relating to the Company.
- (d) Any Award granted under this Plan shall be subject to the requirement that, if at any time the Company determines that the listing, registration or qualification of the Common Shares subject to such Award, or such Award itself, upon any stock exchange or under any law or regulation of any jurisdiction, or the consent or approval of any stock exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant or exercise of such Award or the issuance or purchase of Common Shares thereunder, such Award may not be granted, accepted, exercised or vest in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board (which for these purposes does not include a reference to a Committee).

- (e) All Awards and Common Shares issuable thereunder are subject to any applicable resale restrictions under securities laws and the Exchange Hold Period (as defined in TSXV Policy 1.1), and shall have affixed thereto any legends required under securities laws and the policies of the TSXV.
- (f) If any Awards are issued to a U.S. Participant or anyone who becomes a U.S. Participant, who is granted an Award in the United States, who is a resident of the United States or who is otherwise subject to the U.S. Securities Act or the securities laws of any state of the United States, such Participant shall receive an Award Agreement which sets out the applicable United States restrictions.
- (g) The Committee shall not grant any Awards that may be denominated or settled in Common Shares to residents of the United States or a US. Participant unless such Awards and the Common Shares issuable upon exercise thereof are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.
- (h) Awards granted to U.S. Participants and any Common Shares issued on the exercise of such Awards may be subject to additional resale restrictions as outlined in the Award Agreement.

Section 4.11 Blackout Period

Notwithstanding the expiry date, redemption date or settlement date of any Award, such expiry date, redemption date or settlement date, as applicable, of the Award shall be extended to the tenth business day following the last day of a Blackout Period if the expiry date, redemption date or settlement date of the Award would otherwise occur in a Blackout Period or within five days after the end of the Blackout Period. The following requirements are applicable to any such automatic extension provision:

- (a) the Blackout Period must be formally imposed by the Corporation pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information;
- (b) the automatic extension of the expiry date, redemption date or settlement date, as applicable, of a Participant's Award is not permitted where the Participant or the Corporation is subject to a cease trade order (or similar order under Canadian securities laws) in respect of the Corporation's securities; and
- (c) the automatic extension is available to all eligible Participants under the Plan under the same terms and conditions.

Section 4.12 Participation in this Plan

- (a) The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant, vesting or settlement of an Award, the exercise of an Option or resulting from any transactions in the Shares or any other event affecting the Awards. The Company and its Affiliates do not assume responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.

- (b) Unless otherwise determined by the Board, the Company shall not offer financial assistance to any Participant in regard to the exercise of any Award granted under this Plan.

Article 5 STOCK OPTIONS

Section 5.1 Grant of Options.

Subject to the terms and provisions of the Plan, Options may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee in its discretion, which need not be the same for each grant or for each Participant.

Section 5.2 Award Agreement.

Each Option grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "A" hereto, that shall specify the terms and conditions of the Option grant including, the award date of the Option, the Exercise Price, the duration of the Option, the number of Common Shares to which the Option pertains, the conditions upon which an Option shall become vested and exercisable, and any such other provisions as the Committee shall determine. The Award Agreement shall contain such terms and conditions that may be considered necessary in order for the Options to comply with any provisions respecting options contained in any income tax laws or any other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

Section 5.3 Exercise Price.

The Exercise Price for each grant of an Option under this Plan shall be determined by the Committee and shall be specified in the Award Agreement. The Option exercise price per Common Share shall not be less than the Market Price or, with respect to any Option granted under to a U.S. Participant, less than the Fair Market Value of a Common Share on the date such Option is granted.

Section 5.4 Duration of Options.

Each Option granted to a Participant shall expire and become null, void and of no effect as of 5:00 p.m. local time in Vancouver British Columbia on the expiry date, as determine at the time of grant; provided, however, that (i) no Option shall be granted with a term exceeding the tenth (10th) anniversary date of its grant; and (ii) no Option shall expire in a period greater than one year following the date on which a Participant ceases to be an eligible Participant. Notwithstanding the foregoing, the expiry date of any Option shall be extended in the circumstances described in Section 4.11.

Section 5.5 Vesting.

- (a) The Committee shall have the authority to determine vesting terms applicable to grants of Options, which Options in its discretion, which need not be the same for each grant or for each Participant.
- (b) Notwithstanding the foregoing, Options issued to Persons retained to provide Investor Relations Activities must vest in stages over a period of not less than 12 months, and no

more than 25% of such Options may vest in any three month period, but in any event, such Options shall not vest sooner than:

- (i) one quarter ($\frac{1}{4}$) of the Options on the date which is three (3) months from the date of grant;
- (ii) one quarter ($\frac{1}{4}$) of the Options on the date which is six (6) months from the date of grant;
- (iii) one quarter ($\frac{1}{4}$) of the Options on the date which is nine (9) months from the date of grant; and
- (iv) the final one quarter ($\frac{1}{4}$) of the Options on the date which is twelve (12) months from the date of grant.

Section 5.6 Exercisability

- (a) Subject to Article 10, an Option may be exercised in whole or in part from time to time once it has vested and until expiration or termination by delivering to the Company at its head or registered office, a written Exercise Notice substantially in the form set out as Schedule "B" or following such alternative procedures which may be authorized by the Committee, specifying the number of Common Shares with respect to which the Option is being exercised and accompanied by payment for the full amount of the purchase price of the Common Shares then being purchased by certified cheque, wire transfer, bank draft or money order payable to the Company or by such other means as might be specified from time to time by the Committee. Subject to any governing rules or regulations, as soon as practicable after receipt of a notification of exercise and full payment for the Common Shares, the Common Shares in respect of which the Option has been exercised shall be issued as fully-paid and non-assessable common shares of the Company.
- (b) Notwithstanding Section 4.10(d), the Company shall not, upon the exercise of any Option, be required to register, issue or deliver any Common Shares prior to:
 - (i) the listing of such Common Shares on any stock exchange on which the Common Shares may then be listed; and
 - (ii) the completion of such registration or other qualification of such Common Shares under any law, rules or regulation as the Company shall determine to be necessary or advisable (including, without limitation, NI 45-106).

If any Common Shares cannot be registered, issued or delivered to any Participant for whatever reason, the obligation of the Company to issue such Common Shares shall terminate and any Option exercise price paid to the Company shall be returned to the Participant without deduction or interest.

- (c) No Option holder who is resident in the United States or a U.S. Participant may exercise Options unless the underlying Common Shares are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Section 5.7 Cashless Exercise.

Options may exercise, at the option of the Participant, on a Cashless Exercise basis in accordance with TSXV Policy 4.4, provided that the Company has entered into an agreement with a brokerage firm to facilitate such Cashless Exercise.

Section 5.8 Grant of Options for Non-Qualifying Canadian Securities

At the time of the grant of any Option, the Board may designate, or shall, to the extent required by the ITA, designate, that such Option shall be in respect of Shares that are Non-Qualifying Securities, and the Board shall cause to be provided notice of such designation of Shares as Non-Qualifying Securities in the manner and by the date(s) required by subsection 110(1.9) of the ITA to each of:

- (a) the Participant (including, where permitted by the ITA, in a Award Agreement); and
- (b) the Minister of National Revenue for Canada.

Article 6 RESTRICTED SHARE UNITS

Section 6.1 Grant of Restricted Share Units.

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may, subject to Section 4.5, grant Restricted Share Units to Participants in such amounts and upon such terms as the Committee shall determine, which need not be the same for each grant or for each Participant, provided that the terms comply with Section 409A of the Code with respect to a U.S. Participant or an applicable exemption thereunder.

Section 6.2 Restricted Share Unit Agreement.

- (a) Each Restricted Share Unit grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" hereto, that shall specify the Period(s) of Restriction, the number of Restricted Share Units granted, the settlement date (which shall not be later than the last day of the Restricted Period) for Restricted Share Units, and any such other provisions as the Committee shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Restricted Share Unit, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Restricted Share Units.
- (b) In making such determination, the Board shall consider the timing of crediting Restricted Share Units, including crediting Restricted Share Units in connection with Dividend Equivalents, to a Participant's account, the vesting requirements and settlement timing applicable to such Restricted Share Units to ensure that the crediting of the Restricted Share Units to the Participant's account, the vesting requirements and settlement timing are not considered a "salary deferral arrangement" for the purposes of the ITA and any applicable provincial legislation.

- (c) The Award Agreement in respect of Restricted Share Units shall contain such terms that may be considered necessary in order that the Restricted Share Units will comply with any provisions respecting restricted share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

Section 6.3 Vesting Restriction

Restricted Share Units will vest on such terms as shall be specified by the Committee at the time of granting such Restricted Share Units, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 or as otherwise determined by the Board in connection with a Change of Control pursuant to Section 11.2 or other similar transaction, no Restricted Share Units may vest or become freely trading before the date that is one year following the date it is granted or issued. For greater certainty, the vesting period must fall after the end of the Performance Period, if any, but no later than the last day of the Restriction Period.

Section 6.4 Dividends and Other Distributions.

During the Restricted Period, Participants holding Restricted Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Common Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Common Shares, or Restricted Share Units, provided that any Dividend Equivalents paid in the form of additional Awards or Common Shares shall reduce the applicable pool of Common Shares available for issuance under all share compensation arrangements of the Company. Further, any additional Restricted Share Units credited to the Participant's account in satisfaction of payment of dividends or Dividend Equivalents will vest in proportion to and will be paid under the Plan in the same manner as the Restricted Share Units to which they relate. If the Company does not have a sufficient number of Common Shares available under this Plan to satisfy the payment of any dividends or Dividend Equivalent under this Section 6.4, or the issuance of any Awards or Common Shares in satisfaction of any dividends or Dividend Equivalents under this Section 6.4 would result in the breach of any limit contained in this Plan, the Company shall satisfy any such dividend payment in cash.

Section 6.5 Payment in Settlement of Restricted Share Units.

When and if Restricted Share Units become payable, the Participant issued such units shall be entitled to receive payment, no later than the last day of the Restricted Period, from the Company in settlement of such units in cash, Common Shares of equivalent value (based on the FMV as of the settlement date), in some combination thereof, or in any other form, all as determined by the Committee at its sole discretion. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Restricted Share Units. Any Common Shares issued under this Section 6.5 shall be considered as fully paid in consideration of past services rendered that are not less in value than the fair equivalent of money that the Company would have received if the Common Shares were issued for money. Notwithstanding the foregoing, any payment in settlement of Restricted Share Units shall be in manner that is exempt from, or complies with, Section 409A of the Code with respect to any U.S. Participant.

Section 6.6 U.S. Participants.

No Restricted Share Unit holder who is resident in the United States may settle Restricted Share Units for Common Shares unless the Common Shares issuable upon settlement of the Restricted Share Units are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Article 7 DEFERRED SHARE UNITS

Section 7.1 Grant of Deferred Share Units.

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may, subject to Section 4.5, grant Deferred Share Units to Participants in such amounts and upon such terms as the Committee shall determine, which need not be the same for each grant or for each Participant, provided that the terms comply with Section 409A of the Code with respect to a U.S. Participant or an applicable exemption thereunder.

Section 7.2 Deferred Share Unit Agreement.

- (a) Each Deferred Share Unit grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" hereto, that shall specify the number of Deferred Share Units granted, the settlement date for Deferred Share Units, and any other provisions as the Committee shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Deferred Share Unit, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Deferred Share Units.
- (b) In making such determination, the Board shall consider the timing of crediting Deferred Share Units, including crediting Deferred Share Units in connection with Dividend Equivalents, to a Participant's Account, any vesting requirements and settlement timing applicable to such Deferred Share Units to ensure that the crediting of the Deferred Share Units to the Participant's Account, any vesting requirements and settlement timing are compliant with Regulation 6801 (d) under the ITA and any applicable provincial legislation.

Section 7.3 Vesting Restriction

- (a) Deferred Share Units will vest on such terms as shall be specified by the Committee at the time of granting such Deferred Share Units, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 or as otherwise determined by the Board in connection with a Change of Control pursuant to Section 11.2 or other similar transaction, no Deferred Share Units may vest or become freely trading before the date that is one year following the date it is granted or issued.
- (b) Notwithstanding any provision to the contrary in this Plan or any applicable Award Agreement, the Board may, in its sole discretion, make adjustments to the calculation of any Deferred Share Units granted to Participants based on its assessment of the risk level, events that may impact the value of the Deferred Share Units or when calculations do not

properly reflect all of the relevant considerations, provided further that, in respect of any Deferred Share Units subject to the ITA, no such adjustments shall entitle the Participant or a person with whom the employee does not deal at arm's length, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the Fair Market Value of the Shares.

Section 7.4 Dividends and Other Distributions.

During the Restricted Period, Participants holding Deferred Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Common Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Common Shares, or Deferred Share Units, provided that any Dividend Equivalents paid in the form of additional Awards or Common Shares shall reduce the applicable pool of Common Shares available for issuance under all share compensation arrangements of the Company. Further, any additional Deferred Share Units credited to the Participant's account in satisfaction of payment of dividends or Dividend Equivalents will vest in proportion to and will be paid under the Plan in the same manner as the Deferred Share Units to which they relate. If the Company does not have a sufficient number of Common Shares available under this Plan to satisfy the payment of any dividends or Dividend Equivalent under this Section 7.4, or the issuance of any Awards or Common Shares in satisfaction of any dividends or Dividend Equivalents under this Section 7.4 would result in the breach of any limit contained in this Plan, the Company shall satisfy any such dividend payment in cash.

Section 7.5 Payment in Settlement of Deferred Share Units.

When and if Deferred Share Units become payable, the Participant issued such units shall be entitled to receive payment from the Company in settlement of such units in cash, Common Shares of equivalent value (based on the FMV as of the settlement date), in some combination thereof, or in any other form, all as determined by the Committee at its sole discretion. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Deferred Share Units. The applicable settlement period in respect of a particular Deferred Share Units shall be determined by the Board and set forth in an Award Agreement but shall be in any case after the Restriction Period. In the case of a Deferred Share Unit that is subject to the ITA, all vested Deferred Share Units shall be settled no later than the earlier the last day of the calendar year following the Participant's Termination Date. Notwithstanding the foregoing, any payment in settlement of Deferred Share Units shall be in manner that is exempt from, or complies with, Section 409A of the Code with respect to any U.S. Participant.

Section 7.6 U.S. Participants

No Deferred Share Unit holder who is resident in the United States may settle Deferred Share Units for Common Shares unless the Common Shares issuable upon settlement of the Deferred Share Units are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Article 8

PERFORMANCE SHARE UNITS

Section 8.1 Grant of Performance Share Units.

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may, subject to Section 4.5, grant Performance Share Units to Participants in such amounts and upon such terms as the Committee shall determine, which need not be the same for each grant or for each Participant, provided that the terms comply with Section 409A of the Code with respect to a U.S. Participant or an applicable exemption thereunder.

Section 8.2 Performance Share Unit Agreement.

- (a) Each Performance Share Unit grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" hereto, that shall specify the number of Performance Share Units granted, the Restricted Period, the Performance Period for Performance Share Units, and any other provisions as the Committee shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Performance Share Unit, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Performance Share Units.
- (b) In making such determination, the Board shall consider the timing of crediting Performance Share Units, including crediting Performance Share Units in connection with Dividend Equivalents, to a Participant's account, the vesting requirements and settlement timing applicable to such Performance Share Units to ensure that the crediting of the Performance Share Units to the Participant's account, the vesting requirements and settlement timing are not considered a "salary deferral arrangement" for the purposes of the ITA and any applicable provincial legislation.
- (c) The Award Agreement in respect of Performance Share Units shall contain such terms that may be considered necessary in order that the Performance Share Units will comply with any provisions respecting performance share units in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

Section 8.3 Performance Goals.

The Performance Goals may be based upon the achievement of corporate, divisional or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Committee. The Committee may modify the Performance Goals as necessary to align them with the Company'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.

Section 8.4 Vesting Restriction.

Performance Share Units will vest on such terms as shall be specified by the Committee at the time of granting such Performance Share Units, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 or as otherwise determined by the Board in connection with a Change of Control pursuant to Section 11.2 or other similar transaction, no Performance Share Units may vest or become freely trading before the date that is one year following the date it is granted or issued. For greater certainty, the vesting period must fall after the end of the Performance Period but no later than the last day of the Restriction Period.

Section 8.5 Dividends and Other Distributions.

During the Restricted Period, Participants holding Performance Share Units granted hereunder may, if the Committee so determines, be credited with dividends paid with respect to the underlying Common Shares or Dividend Equivalents while they are so held in accordance with the Plan and otherwise in such a manner determined by the Committee in its sole discretion. Dividend Equivalents shall not apply to an Award unless specifically provided for in the Award Agreement. The Committee may apply any restrictions to the dividends or Dividend Equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or Dividend Equivalents, including cash, Common Shares, or Performance Share Units, provided that any Dividend Equivalents paid in the form of additional Awards or Common Shares shall reduce the applicable pool of Common Shares available for issuance under all share compensation arrangements of the Company. Further, any additional Performance Share Units credited to the Participant's account in satisfaction of payment of dividends or Dividend Equivalents will vest in proportion to and will be paid under the Plan in the same manner as the Performance Share Units to which they relate. If the Company does not have a sufficient number of Common Shares available under this Plan to satisfy the payment of any dividends or Dividend Equivalent under this Section 8.5, or the issuance of any Awards or Common Shares in satisfaction of any dividends or Dividend Equivalents under this Section 8.5 would result in the breach of any limit contained in this Plan, the Company shall satisfy any such dividend payment in cash.

Section 8.6 Payment in Settlement of Performance Share Units.

Subject to the terms of this Plan and the applicable Award Agreement, after the applicable Performance Period has ended and no later than the last day of the Restricted Period, the holder of Performance Share Units shall be entitled to receive payout on the value and number of Performance Share Units, determined as a function of the extent to which the corresponding Performance Goals have been achieved. When and if Preferred Share Units become payable, the Participant issued such units shall be entitled to receive payment from the Company in settlement of such units in cash, Common Shares of equivalent value (based on the FMV as of the settlement date), in some combination thereof, or in any other form, all as determined by the Committee at its sole discretion. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Preferred Share Units. Any Common Shares issued under this Section 8.6 shall be considered as fully paid in consideration of past services rendered that are not less in value than the fair equivalent of money that the Company would have received if the Common Shares were issued for money. Notwithstanding the foregoing, any payment in settlement of Performance Share Units shall be in manner that is exempt from, or complies with, Section 409A of the Code with respect to any U.S. Participant.

Section 8.7 U.S. Participants

No Performance Share Unit holder who is resident in the United States may settle Performance Share Units for Common Shares unless the Common Shares issuable upon settlement of the Performance Share Units are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

**Article 9
STOCK APPRECIATION RIGHTS****Section 9.1 Grant of Stock Appreciation Rights.**

Subject to the terms and conditions of the Plan, the Committee, at any time and from time to time, may, subject to Section 4.5, grant Stock Application Rights to Participants in such amounts and upon such terms as the Committee shall determine, which need not be the same for each grant or for each Participant, provided that the terms comply with Section 409A of the Code with respect to a U.S. Participant or an applicable exemption thereunder.

Section 9.2 Stock Appreciation Right Agreement.

Each Stock Appreciation Right grant shall be evidenced by an Award Agreement, an indicative form of which is attached as Schedule "C" hereto, that shall specify the number of Stock Appreciation Rights granted, the grant price of the Stock Appreciation Right which shall not be less than the Market Price, the settlement date for Stock Appreciation Rights, and any other provisions as the Committee shall determine, including, without limitation, a requirement that Participants pay a stipulated purchase price for each Stock Appreciation Right, restrictions based upon the achievement of specific Performance Goals, time-based restrictions on vesting following the attainment of the Performance Goals, time-based restrictions, restrictions under applicable laws or under the requirements of any stock exchange or market upon which such Common Shares are listed or traded, or holding requirements or sale restrictions placed on the Common Shares by the Company upon vesting of such Stock Appreciation Rights. Notwithstanding the foregoing, in no event may an Award Agreement covering Stock Appreciation Rights granted to U.S. Participants have an exercise or base price (per share) that is less than the Fair Market Value per Common Share on the date of grant or expire more than ten years following the date of grant.

Section 9.3 Vesting Restriction

Stock Appreciation Rights will vest on such terms as shall be specified by the Committee at the time of granting such Stock Appreciation Rights, which need not be the same for each grant or for each Participant, and such vesting period shall be reflected in the Award Agreement. Except pursuant to Section 10.1 or as otherwise determined by the Board in connection with a Change of Control pursuant to Section 11.2 or other similar transaction, no Stock Appreciation Rights may vest or become freely trading before the date that is one year following the date it is granted or issued.

Section 9.4 Payment in Settlement of Stock Appreciation Rights.

When and if Stock Appreciation Rights become payable, the Participant issued such units shall be entitled to receive payment from the Company in settlement of such units in cash, Common Shares of equivalent value (based on the FMV as of the settlement date), in some combination thereof, or in any other form, all as determined by the Committee at its sole discretion. The Committee's determination regarding the form of payout shall be set forth or reserved for later determination in the Award Agreement for the grant of the Stock Appreciation Rights. Any

Common Shares issued under this Section 9.4 shall be considered as fully paid in consideration of past services rendered that are not less in value than the fair equivalent of money that the Company would have received if the Common Shares were issued for money. Notwithstanding the foregoing, any payment in settlement of Stock Appreciation Rights shall be in manner that is exempt from, or complies with, Section 409A of the Code with respect to any U.S. Participant.

Section 9.5 U.S. Participants

No Stock Appreciation Right holder who is resident in the United States may settle Stock Appreciation Rights for Common Shares unless the Common Shares issuable upon settlement of the Stock Appreciation Rights are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

Article 10 TERMINATION OF EMPLOYMENT OR SERVICES

Section 10.1 Death, Incapacity and Disability.

If a Participant dies or becomes Incapacitated during the term of any Award or suffers a Disability while a Participant and, as a result, his or her employment, term of office or engagement with the Company or an Affiliated is terminated:

- (a) any Awards held by the Participant that are not yet vested at the Termination Date shall continue to vest in accordance with their terms;
- (b) any Awards held by the Participant that are subject to a Performance Goal shall be deemed to have been satisfied upon completion of the Performance Period;
- (c) the executor, liquidator or administrator of the Participant's estate may exercise Options or other exercisable Awards of the Participant that become exercisable (including Awards which vested pursuant to the foregoing paragraphs) prior to the termination of such Awards in accordance with Section 10.1(e);
- (d) any Restricted Share Units, Deferred Share Units, Performance Share Units, or Stock Appreciation Rights held by the Participant that have vested or vest (including Awards which vested pursuant to Section 10.1(a) or Section 10.1(b)) prior to their termination in accordance with Section 10.1(e), and do not otherwise have exercise requirements, shall be paid to the Participant, executor, liquidator or administrator of the Participant's estate in accordance with the terms of the Plan and Award Agreement;
- (e) the right to exercise or be paid for an Award terminates on the earlier of: (i) the date that is 12 months after the Termination Date; (ii) the date on which the particular Award expires or terminates; and (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, the last day of the same calendar year as the Participant's Separation from Service; and
- (f) such Participant's eligibility to receive further grants of Awards under the Plan ceases as of the Termination Date.

Section 10.2 Retirement.

If a Participant voluntarily Retires then:

- (a) any Awards held by the Participant that are not yet vested at the Termination Date shall continue to vest in accordance with their terms;
- (b) the Participant or, if applicable, the executor, liquidator or administrator of the Participant's estate may exercise Options or other exercisable Awards of the Participant that become exercisable (including Awards which vested pursuant to the foregoing paragraphs) prior to the termination of such Awards in accordance with Section 10.2(d);
- (c) any Restricted Share Units, Deferred Share Units, Performance Share Units, or Stock Appreciation Rights held by the Participant that have vested or vest (including Awards which vested pursuant to Section 10.2(a) prior to their termination in accordance with Section 10.2(d)), and do not otherwise have exercise requirements, shall be paid to the Participant or, if applicable, the executor, liquidator or administrator of the Participant's estate in accordance with the terms of the Plan and Award Agreement;
- (d) the right to exercise or be paid for an Award terminates on the earlier of: (i) the date that is 12 months after the Termination Date; (ii) the date on which the particular Award expires or terminates; and (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, to the extent necessary to comply with Section 409A of the Code, the last day of the same calendar year as the Participant's Separation from Service; and
- (e) such Participant's eligibility to receive further grants of Awards under the Plan ceases as of the Termination Date.

Section 10.3 Termination For Cause:

Except for explicit modifications of the application of this clause set out in a Participant's employment or such other services agreement (which shall have paramountcy over this clause) and subject to the discretion of the Board to determine otherwise (which for the purposes of this Section 10.3 does not include reference to a Committee), where a Participant's employment, term of office or engagement terminates for just Cause:

- (a) any vested but unexercised Options or other exercisable Awards held by the Participant at the Termination Date will be immediately cancelled and forfeited to the Company on the Termination Date for no consideration;
- (b) any other Awards held by the Participant that are not yet vested or payable by the Company at the Termination Date will be immediately cancelled and forfeited to the Company on the Termination Date for no consideration;
- (c) any remaining Awards held by the Participant that have vested and become payable by the Company before the Termination Date shall be paid to the Participant; and
- (d) the eligibility of a Participant to receive further grants under the Plan ceases as of the date that the Company or an Affiliate, as the case may be, provides the Participant with written notification that the Participant's employment or term of office or engagement, is terminated for Cause,

provided that, in any case where the Board determines otherwise or as otherwise agreed in any contract with any Participant which has been approved by the Board, the exercise or settlement period of an Award held by a Person who ceases to be a Participant shall not be longer than 12 months following the Termination Date.

Section 10.4 Termination for any Other Reason

Except for explicit modifications of the application of this clause set out in a Participant's employment agreement (which shall have paramountcy over this clause) and subject to the discretion of the Board to determine otherwise (which for these purposes of this Section 10.4 does not include reference to a Committee), where a Participant's employment or term of office or engagement terminates for any reason other than pursuant to Section 10.1, Section 10.2 or Section 10.3, then:

- (a) any Options or other Awards held by the Participant that are exercisable at the Termination Date continue to be exercisable by the Participant until the earlier of:
 - (i) the date that is 90 days after the Termination Date;
 - (ii) the date on which the exercise period of the particular Award expires; and
 - (iii) with respect to Awards subject to Section 409A of the Code awarded to U.S. Participant, to the extent necessary to comply with Section 409A of the Code, the last day of the same calendar year as the Participant's Separation from Service,
- (b) any non-exercisable Restricted Share Units, Deferred Share Units, Performance Share Units, or Stock Appreciation Rights held by the Participant that have vested or vest (subject to Section 11.2(c) or otherwise) prior to their termination in accordance with Section 10.4(c), and do not otherwise have exercise requirements, shall be paid to the Participant in accordance with the terms of the Plan and Award Agreement;
- (c) subject to Section 11.2(c), any Award held by the Participant that are not yet vested at the Termination Date immediately expire and are cancelled and forfeited to the Company on the Termination Date; and
- (d) the eligibility of a Participant to receive further grants under the Plan ceases as of the Termination Date,

provided that, in any case where the Board determines otherwise or as otherwise agreed in any contract with any Participant which has been approved by the Board, the exercise or settlement period of an Award held by a Person who ceases to be a Participant shall not be longer than 12 months following the Termination Date.

Article 11 ADJUSTMENT

For the purposes of this Article 11, any reference to the Board does not include a reference to a Committee.

Section 11.1 Adjustments in Authorized Shares.

- (a) Subject to the approval of the TSXV, where applicable, in the event of any corporate event or transaction (including, but not limited to, a change in the Common Shares of the Company or the capitalization of the Company) such as a merger, arrangement or amalgamation that does not constitute a Change of Control under Section 11.2, or a consolidation, reorganization, recapitalization, separation, stock dividend, extraordinary dividend, stock split, reverse stock split, or other distribution of stock or property of the Company, combination of securities, exchange of securities, dividend in kind, or other like

change in capital structure or distribution (other than normal cash dividends) to shareholders of the Company, or any similar corporate event or transaction (collectively, a "**Corporate Reorganization**"), the Board shall make or provide for such adjustments or substitutions, as applicable, as are equitably necessary to prevent dilution or enlargement of Participants' rights under the Plan that otherwise would result from such Corporate Reorganization including adjustments or substitutions to the number and kind of Common Shares that may be issued under the Plan, the number and kind of Common Shares subject to outstanding Awards, the Exercise Price or grant price applicable to outstanding Awards, the Total Share Authorization, and any other value determinations applicable to outstanding Awards or to this Plan. In connection with an adjustment in connection with a Corporate Reorganization, the Board shall have the discretion to permit a holder of Awards to purchase or receive (at the times, for the consideration, and subject to the terms and conditions set out in this Plan and the applicable Award Agreement) and the holder will then accept on the exercise or settlement of such Award, in lieu of the Common Shares that such holder would otherwise have been entitled to receive, the kind and amount of shares or other securities or property that such holder would have been entitled to receive as a result of a Corporate Reorganization if, on the effective date thereof, that holder had owned all Common Shares that were subject to the Award.

- (b) The Board shall also make appropriate adjustments in the terms of any Awards under the Plan as are equitably necessary to reflect such Corporate Reorganization and may modify any other terms of outstanding Awards, including modifications of Performance Goals and changes in the length of Performance Periods. The determination of the Board as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan, provided that any such adjustments must comply with Section 409A of the Code with respect to any U.S. Participants and the rules of any stock exchange or market upon which such Common Shares are listed or traded.

Section 11.2 Change of Control

- (a) Subject to the provisions of Section 11.2(b) or as otherwise provided in the Plan, in the event of a Change of Control, the Board shall have the discretion to:
 - (i) to amend, abridge or eliminate any vesting terms (except, without the prior approval of the TSXV, the vesting terms of Options granted to Persons retained to perform Investor Relation Activities), conditions or schedule or to otherwise amend the conditions of exercise so that any such Award may be exercised or settled in whole or in part, conditionally or otherwise, by the Participant so as to entitle the Participant to either tender Common Shares into a transaction that could result in a Change of Control or receive any securities, property or cash which the Participant would have received upon such Change of Control if the Participant had exercised or settled their Award immediately prior to the applicable record date or event and, if determined appropriate by the Board, any such Award not exercised or otherwise settled at the effective time or record date (as applicable) of such Change of Control will be deemed to have expired; or
 - (ii) unilaterally determine that all outstanding Awards (other than Deferred Share Units and Options subject to the ITA) shall be cancelled upon a Change of Control, and that the value of such Awards, as determined by the Board in accordance with the terms of the Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change of Control Price within a reasonable time subsequent to the Change of Control, subject to the approval of the TSXV,

provided that, if the transaction that constitutes the Change of Control is not completed within the time specified therein; then, at the discretion of the Board, the Common Shares may be returned to the Company and with respect to such returned Common Shares, the Award shall be reinstated as if it had not been exercised and the amended, abridged or otherwise eliminated vesting terms, conditions or schedules shall be reinstated and the affected Awards shall continue as if not amended, abridged or otherwise adjusted pursuant to this Section 11.2(a).

- (b) Notwithstanding Section 11.2(a), no cancellation, acceleration of vesting, lapsing of restrictions or payment of an Award shall occur with respect to any Award if the Board reasonably determines in good faith prior to the occurrence of a Change of Control that such Award shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Award hereinafter referred to as an "**Alternative Award**") by any successor to the Company or an Affiliate as described in Article 17 and provided that the successor entity agrees to assume the obligation to provide Alternative Awards and; provided, however, that any such Alternative Award must:
- (i) be based on stock which is traded on the TSXV and/or the Toronto Stock Exchange;
 - (ii) provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better exercise or vesting schedule (including vesting upon termination of employment) and identical or better timing and methods of payment;
 - (iii) recognize, for the purpose of vesting provisions, the time that the Award has been held prior to the Change of Control; and
 - (iv) have substantially equivalent economic value to such Award (determined prior to the time of the Change of Control).
- (c) Where a Participant's employment or term of office or engagement is terminated for any reason, other than for Cause, during the 24 months following a Change in Control, any unvested Awards as at the date of such termination shall be deemed to have vested as at the date of such termination and shall become payable or exercisable as at the date of termination.

Section 11.3 Board Discretion

Adjustments and determinations under this Article 11 shall be made by the Board, whose decisions as to the adjustments or determination which shall be made, and the extent thereof, shall be final, binding, and conclusive.

Article 12 BENEFICIARY ON DEATH OR INCAPACITY

In the event of a Participant's death or Incapacity, all amounts due under the Plan shall only be paid to, and all rights of a Participant shall only be exercised by, the administrator, liquidator or executor of the Participant's estate.

Article 13
RIGHTS OF PERSONS ELIGIBLE TO PARTICIPATE

Section 13.1 Employment.

- (a) Nothing in the Plan or an Award Agreement shall interfere with or limit in any way the right of the Company or an Affiliate to terminate any Participant's employment, consulting or other service relationship with the Company or an Affiliate at any time, nor confer upon any Participant any right to continue in the capacity in which he or she is employed or otherwise serves the Company or an Affiliate.
- (b) The rights of a Participant pursuant to this Plan and any Award granted hereunder are the only rights to which the Participant (or the administrator, liquidator or executor of his or her estate) is entitled on termination of Employment with respect to such Participant's Award. The Participant acknowledges and agrees that they shall have no entitlement to damages or other compensation arising from or related to not receiving any Awards, grants, incentive compensation, payment or benefit that would have accrued to the Participant after the Termination Date. For clarity, no period of common law reasonable notice shall be used for purposes of calculating a Participant's entitlement under this Plan or any Award Agreement entered into in connection with same. By participating in this Plan, the Participant waives the right to receive damages or payment in lieu of any forfeited remuneration or Award under this Plan or any Award Agreement entered into in connection with same that would have accrued during any common law reasonable notice period that exceeds the Participant's minimum statutory notice of termination period under the applicable employment standards legislation (if any and if applicable).
- (c) The Participant's participation in this Plan and acceptance of the Awards hereunder are voluntary. The Awards and payments hereunder are not compensation for services rendered and are an extraordinary item of compensation that is outside the scope of the Participant's employment or engagement with the Company, whether written or oral, and nothing can or must automatically be inferred from such the granting of such Awards. The Awards do not form an integral, normal, or expected part of the Participant's compensation from employment or engagement, and will not be counted for any purpose including relating to the calculation of any overtime, severance, resignation, termination of employment payments, or any long-service awards, bonuses, pension or retirement income or similar payments, and the Participant waives any claim on such basis.

Section 13.2 Participation.

No Participant shall have the right to be selected to receive an Award. No person selected to receive an Award shall have the right to be selected to receive a future Award, or, if selected to receive a future Award, the right to receive such future Award on terms and conditions identical or in proportion in any way to any prior Award.

Section 13.3 Rights as a Shareholder.

A Participant shall have none of the rights of a shareholder with respect to Common Shares covered by any Award until the Participant becomes the record holder of such Common Shares.

Article 14
AMENDMENT, MODIFICATION, SUSPENSION AND TERMINATION

Section 14.1 Amendment, Modification, Suspension and Termination.

- (a) Subject to any applicable rules of the TSXV, the Board (which for these purposes does not include a reference to a Committee) may from time to time, in its absolute discretion and without the approval of shareholders, make the following amendments to the Plan or any Option or Award:
- (i) amend the vesting provisions of the Plan, any Option or any Award;
 - (ii) amend the Plan, an Option or Award as necessary to comply with applicable law or the requirements of the TSXV or any other regulatory body having authority over the Company, the Plan or the shareholders;
 - (iii) any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan; and
 - (iv) any amendment respecting the administration of the Plan; and
 - (v) any other amendment that does not require the approval of shareholders under this Article 14.
- (b) Shareholder approval is required for any of the following amendments to the Plan or any Awards and with respect to those amendments listed in Section 14.1 (b) (i)-(vi) Disinterested Shareholder Approval is required:
- (i) any individual Award grant or amendment to this Plan that would result in or permit the maximum aggregate number of Shares which may be issued under Awards granted or issued to Insiders (as a group) to exceed ten percent 10% of the issued Shares at any point in time;
 - (ii) any individual Award grant or amendment to this Plan that would result in or permit the grant to Insiders (as a group), within a twelve (12) month period, of an aggregate number of Shares exceeding ten percent (10%) of the issued Shares, calculated on the date the Award is granted to any Insider;
 - (iii) any individual Award grant or amendment to this Plan that would result in or permit the number of Shares issued to any individual in any twelve (12) month period under this Plan to exceeding five percent (5%) of the issued Shares of the Company;
 - (iv) any reduction in the exercise price of an Option or SAR, or the extension of the term of an Option, if the Participant is an Insider of the Company at the time of the proposed amendment;
 - (v) any amendment to an Award that results in a benefit to an Insider, and for further clarity, if the Company cancels any Award and within one year grants or issues a new Award to the same person, that is considered an amendment;

- (vi) any individual Award grant that would result in the Total Share Authorization being exceeded;
 - (vii) any change that would materially modify the eligibility requirements for participation in this Plan;
 - (viii) an increase to the Total Share Authorization;
 - (ix) any amendment that would extend the maximum permissible term of any Award; and
 - (x) any amendment to Section 14.1(a) and this Section 14.1(b);
- (c) Other than as expressly provided in an Award Agreement or as set out in Section 11.2 hereof or with respect to a Change of Control, the Committee shall not alter or impair any rights or increase any obligations with respect to an Award previously granted under the Plan without the consent of the Participant.

Section 14.2 Adjustment of Awards Upon the Occurrence of Unusual or Nonrecurring Events.

Subject to the approval of the TSXV, the Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events in addition to the events described in Article 11 hereof affecting the Company or the financial statements of the Company or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent unintended dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan. The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan.

Section 14.3 Awards Previously Granted.

Notwithstanding any other provision of the Plan to the contrary, no termination, amendment, suspension or modification of the Plan shall adversely affect in any material way any Award previously granted under the Plan, without the written consent of the Participant holding such Award.

Article 15 U.S. TAXPAYERS

Section 15.1 U.S. Participants

Any Option granted under the Plan to a Participant who is a citizen or resident of the United States (including its territories, possessions and all areas subject to the jurisdiction) or otherwise a "U.S. person" as defined in Rule 902(k) of Regulation S under the U.S. Securities Act (a "**U.S. Participant**") may, at the sole discretion of the Company, be an incentive stock option (an "**ISO**") within the meaning of Section 422 of the Code, but only if so designated by the Company in the Award Agreement evidencing such Option. Subject to any limitations in Section 3.5(a), the aggregate number of Shares reserved for issuance in respect of ISOs shall not exceed 12,834,531 Common Shares. No provision of this Plan, as it may be applied to a U.S. Participant with respect to Options which are designated as ISOs, shall be construed so as to be inconsistent with any provision of Section 422 of the Code or the Treasury Regulations thereunder. Grants of Options to U.S. Participants which are not designated as or otherwise do not qualify as ISOs will be treated as non-statutory stock options for U.S. federal tax purposes. Notwithstanding anything in this Plan

contained to the contrary, the following provisions shall apply to ISOs granted to each U.S. Participant:

- (a) ISOs shall only be granted to individual U.S. Participants who are, at the time of grant, employees of the Company within the meaning of the Code;
- (b) the aggregate fair market value (determined as of the time an ISO is granted) of the Common Shares subject to ISOs exercisable for the first time by a U.S. Participant during any calendar year under this Plan and all other stock option plans, within the meaning of Section 422 of the Code, of the Company shall not exceed One Hundred Thousand Dollars in U.S. funds (U.S.\$100,000);
- (c) the Exercise Price for Common Shares under each ISO granted to a U.S. Participant pursuant to this Plan shall be not less than Fair Market Value of such Common Shares at the time the Option is granted, as determined in good faith by the Committee at such time (unless such ISO is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 424(a) of the Code);
- (d) if any U.S. Participant to whom an ISO is to be granted under the Plan at the time of the grant of such ISO is the owner of Voting Securities possessing more than ten percent (10%) of the total combined voting power of all classes of shares of the Company, then the following special provisions shall be applicable to the ISO granted to such individual:
 - (i) the Exercise Price (per Common Share) subject to such ISO shall not be less than one hundred ten percent (110%) of the Fair Market Value of one Common Share at the time of grant; and
 - (ii) for the purposes of this Section 15.1 only, the exercise period shall not exceed five (5) years from the date of grant;
- (e) an ISO cannot be transferred assigned, pledged or hypothecated or otherwise disposed of by the Participant except by will or the laws of descent and distribution;
- (f) in the event that this Plan is not approved by the shareholders of the Corporation as required by Section 422 of the Code within twelve (12) months before or after the date of adoption of the Plan by the Board, ISOs granted under the Plan automatically will be deemed to be nonqualified stock options.
- (g) no ISO may be granted hereunder to a U.S. Participant following the expiration of ten (10) years after the date on which this Plan is adopted by the Company or the date on which the Plan is approved by the shareholders of the Company, whichever is earlier;
- (h) no ISO granted to a U.S. Participant under the Plan shall become exercisable unless and until the Plan shall have been approved by the shareholders of the Company; and
- (i) 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.

Section 15.2 Disqualifying Dispositions

Each person awarded an ISO under this Plan shall notify the Corporation in writing immediately after the date he or she makes a disposition or transfer of any Common Shares acquired pursuant to the exercise of such ISO if such disposition or transfer is made: (i) within two years from the date

of grant of the ISO; or (ii) within one year after the date such person acquired the Common 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 Committee and in accordance with procedures established by it, retain possession of any Common 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 clause (a) or (b) above, subject to complying with any instructions from such person as to the sale of such Common Shares.

Section 15.3 Section 409A of the Code

- (a) This Plan and Awards 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. Any reference in this Plan to Section 409A of the Code also include any regulation promulgated thereunder or any other formal guidance issued by the Internal Revenue Service with respect to Section 409A of the Code. Each Award shall be drafted, construed and administered such that the Award either (A) qualifies for an exemption from the requirements of Section 409A of the Code or (B) satisfies the requirements of Section 409A of the Code. If an Award is subject to Section 409A of the Code, (I) distributions shall only be made in a manner and upon an event permitted under Section 409A of the Code, (II) payments to be made upon a termination of employment or service shall only be made upon a Separation from Service, (III) unless the Award specifies otherwise, each installment payment shall be treated as a separate payment for purposes of Section 409A of the Code, and (IV) in no event shall a Participant, directly or indirectly, designate the calendar year in which a distribution is made except in accordance with Section 409A of the Code. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A of the Code, 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) The Committee, in its discretion, may permit the acceleration of the time or schedule of payment of a U.S. Participant's vested Awards in the Plan that constitute "deferred compensation" subject to Section 409A of the Code under circumstances that constitute permissible acceleration events under Section 409A of the Code.
- (d) Notwithstanding any provisions of the Plan to the contrary, in the case of any "specified employee" within the meaning of Section 409A of the Code who is a U.S. Participant, distributions of non-qualified deferred compensation under Section 409A of the Code made in connection with a Separation from Service may not be made prior to the date which is six months after the date of Separation from Service (or, if earlier, the date of death of the U.S. Participant). Any amounts subject to a delay in payment pursuant to the

preceding sentence shall be paid as soon practicable following such six-month anniversary of such Separation from Service.

Section 15.4 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.

Section 15.5 Application of Article 15 to U.S. Participants

For greater certainty, the provisions of this Article 15 shall only apply to U.S. Participants.

Article 16 TAX AND WITHHOLDING

Section 16.1 Withholding.

- (a) Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments (including, for greater certainty, payments of Cash Equivalent) to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of such Participant) under the Plan shall be made net of applicable taxes and social security and other source deductions. The Board shall determine, in its sole discretion, the form of payment acceptable for such tax withholding obligations, including the delivery of cash or cash equivalents, Shares (including through delivery of previously owned Shares, net settlement, a broker-assisted sale, or other cashless withholding or reduction of the amount of Shares otherwise issuable or delivered pursuant to the Award), other property, or any other legal consideration the Board deems appropriate.
- (b) Participants will be responsible for (and will indemnify the Company and any Affiliate in respect of) all taxes, social security contributions (including, if the terms of the Participant's Option Agreement so provides, and if lawful, employer social security contributions) and other liabilities arising out of or in connection with any Award or the acquisition, holding or disposal of Shares. If the Company or any Affiliate or the trustee of any employee benefit trust has any liability to pay or account for any such tax or contribution, it may meet the liability by:
 - (i) selling Shares to which the Participant becomes entitled on his behalf and using the proceeds to meet the liability;
 - (ii) deducting the amount of the liability from any cash payment due under this Plan;
 - (iii) reducing the number of Shares to which the Participant would otherwise be entitled; and/or
 - (iv) deducting the amount from any payment of salary, bonus or other payment due to the Participant.
- (c) A Canadian tax resident Participant shall not settle any tax or social security contributions, or other such liabilities, by the sale of Shares, acquired through a prior Award, to the Company.

Section 16.2 Acknowledgement.

With an Award Agreement, (i) Participant shall acknowledge and agree that the ultimate liability for all taxes legally payable by Participant is and remains Participant's responsibility and may exceed the amount actually withheld by the Company; (ii) Participant shall further acknowledge that the Company: (a) makes no representations or undertakings regarding the treatment of any taxes in connection with any aspect of this Plan; and (b) does not commit to and is under no obligation to structure the terms of this Plan to reduce or eliminate Participant's liability for taxes or achieve any particular tax result, and (iii) further, if Participant has become subject to tax in more than one jurisdiction, Participant shall acknowledge that the Company may be required to withhold or account for taxes in more than one jurisdiction.

Section 16.3 Participant's Tax Responsibility

It is the responsibility of the Participant to ensure that they adhere to tax legislation in their jurisdiction regarding the reporting of benefits derived from the exercise or settlement of an Award.

Article 17 SUCCESSORS

Any obligations of the Company or an Affiliate under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Company or Affiliate, respectively, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the businesses and/or assets of the Company or Affiliate, as applicable.

Article 18 GENERAL PROVISIONS

Section 18.1 Forfeiture Events and Clawback.

Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or stock exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement). Without limiting the generality of the foregoing, the Board may provide in any case that outstanding Awards (whether or not vested or exercisable) and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards will be subject to forfeiture and disgorgement to the Company, with interest and other related earnings, if the Participant to whom the Award was granted violates (a) a non-competition, non-solicitation, confidentiality or other restrictive covenant by which he or she is bound, or (b) any policy adopted by the Company applicable to the Participant that provides for forfeiture or disgorgement with respect to incentive compensation that includes Awards under the Plan. In addition, the Board may require forfeiture and disgorgement to the Company of outstanding Awards and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards, with interest and other related earnings, to the extent required by law or applicable stock exchange listing standards and any related policy adopted by the Company. Each Participant, by accepting or being deemed to have accepted an Award under the Plan, agrees to cooperate fully with the Board, and to cause any and all permitted transferees of the Participant to cooperate fully with the Board, to effectuate any forfeiture or disgorgement required hereunder. Neither the Board nor the Company nor any other Person, other than the Participant and his or her permitted transferees, if any, will be

responsible for any adverse tax or other consequences to a Participant or his or her permitted transferees, if any, that may arise in connection with this Section 18.1.

Section 18.2 Legend.

The certificates for Common Shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer of such Common Shares.

Section 18.3 Delivery of Title.

The Company shall have no obligation to issue or deliver evidence of title for Common Shares issued under the Plan prior to:

- (a) Obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and
- (b) Completion of any registration or other qualification of the Common Shares under any applicable law or ruling of any governmental body that the Company determines to be necessary or advisable.

Section 18.4 Investment Representations.

The Committee may require each Participant receiving Common Shares pursuant to an Award under this Plan to represent and warrant in writing that the Participant is acquiring the Common Shares for investment and without any present intention to sell or distribute such Common Shares.

Section 18.5 Uncertificated Common Shares.

To the extent that the Plan provides for issuance of certificates to reflect the transfer of Common Shares, the transfer of such Common Shares may be effected on a non-certificated basis to the extent not prohibited by applicable law or the rules of any applicable stock exchange.

Section 18.6 Unfunded Plan.

Participants shall have no right, title or interest whatsoever in or to any investments that the Company or an Affiliate may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company or an Affiliate and any Participant, beneficiary, legal representative or any other person. Awards shall be general unsecured obligations of the Company, except that if an Affiliate executes an Award Agreement instead of the Company the Award shall be a general unsecured obligation of the Affiliate and not any obligation of the Company. To the extent that any individual acquires a right to receive payments from the Company or an Affiliate, such right shall be no greater than the right of an unsecured general creditor of the Company or Affiliate, as applicable. All payments to be made hereunder shall be paid from the general funds of the Company or Affiliate, as applicable, and no special or separate fund (unless decided otherwise by the Company) shall be established and no segregation of assets shall be made to assure payment of such amounts except as expressly set forth in the Plan.

Section 18.7 No Fractional Common Shares.

No fractional Common Shares shall be issued or delivered pursuant to the Plan or any Award Agreement. In such an instance, unless the Committee determines otherwise, fractional Common Shares and any rights thereto shall be forfeited or otherwise eliminated.

Section 18.8 Other Compensation and Benefit Plans.

Nothing in this Plan shall be construed to limit the right of the Company or an Affiliate to establish other compensation or benefit plans, programs, policies or arrangements. Except as may be otherwise specifically stated in any other benefit plan, policy, program or arrangement, no Award shall be treated as compensation for purposes of calculating a Participant's rights under any such other plan, policy, program or arrangement.

Section 18.9 No Constraint on Corporate Action.

Nothing in this Plan shall be construed (i) to limit, impair or otherwise affect the Company's or an Affiliate's right or power to make adjustments, reclassifications, reorganizations or changes in its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell or transfer all or any part of its business or assets, or (ii) to limit the right or power of the Company or an Affiliate to take any action which such entity deems to be necessary or appropriate.

Section 18.10 Compliance with Canadian Securities Laws.

All Awards and the issuance of Common Shares underlying such Awards issued pursuant to the Plan will be issued pursuant to an exemption from the prospectus requirements of Canadian securities laws where applicable.

**Article 19
LEGAL CONSTRUCTION**

Section 19.1 Gender and Number.

Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular, and the singular shall include the plural.

Section 19.2 Headings

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

Section 19.3 Severability.

In the event any provision of this Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 19.4 Requirements of Law.

The granting of Awards and the issuance of Common Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or securities exchanges as may be required. The Company or an Affiliate shall receive the consideration required by law for the issuance of Awards under the Plan. The inability of the

Company or an Affiliate to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company or an Affiliate to be necessary for the lawful issuance and sale of any Common Shares hereunder, shall relieve the Company or Affiliate of any liability in respect of the failure to issue or sell such Common Shares as to which such requisite authority shall not have been obtained.

Section 19.5 Governing Law.

The Plan and each Award Agreement shall be governed by the laws of the Province of British Columbia excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction.

Section 19.6 Compliance with Section 409A of the Code.

- (a) To the extent the Plan is applicable to a particular Participant subject to the Code, it is intended that this Plan and any Awards made hereunder shall not provide for the payment of "deferred compensation" within the meaning of Section 409A of the Code or shall be structured in a manner and have such terms and conditions that would not cause such a Participant to be subject to taxes and interest pursuant to Section 409A of the Code. This Plan and any Awards made hereunder shall be administered and interpreted in a manner consistent with this intent.
- (b) To the extent that any amount or benefit in favour of a Participant who is subject to the Code would constitute "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable under this Plan or any Award Agreement by reason of the occurrence of a Change of Control or the Participant's disability or separation from service, such amount or benefit will not be payable or distributable to the Participant by reason of such circumstance unless: (i) the circumstances giving rise to such Change of Control, disability or separation from service meet the description or definition of "change in control event," "disability," or "separation from service," as the case may be, in Section 409A of the Code and applicable proposed or final Treasury regulations thereunder, and (ii) the payment or distribution of such amount or benefit would otherwise comply with Section 409A of the Code and not subject the Participant to taxes and interest pursuant to Section 409A of the Code. This provision does not prohibit the vesting of any Award or the vesting of any right to eventual payment or distribution of any amount or benefit under this Plan or any Award Agreement.
- (c) The Committee shall use its reasonable discretion to determine the extent to which the provisions of this Section 19.6 will apply to a Participant who is subject to taxation under the ITA.

SCHEDULE "A"
OPTION CERTIFICATE

REGEN III CORP.

OMNIBUS EQUITY INCENTIVE PLAN

OPTION CERTIFICATE

This Certificate is issued pursuant to the provisions of the **Regen III Corp.** (the "**Company**") Omnibus Equity Incentive plan (the "**Plan**") and evidences that **[•]** is the holder (the "**Optionee**") of an option (the "**Option**") to purchase Common Shares Without Par Value (the "**Common Shares**") in the capital stock of the Company subject to the terms and conditions set out herein.

Subject to the provisions of the Plan:

- (a) The Optionee may purchase up to **[•]** Common Shares pursuant to this Option, as and to the extent that the Option vests and becomes exercisable;
- (b) The exercise price of the Option is **[•]** per Common Share (the "**Exercise Price**");
- (c) the grant date of the Option is **[•]**;
- (d) the expiry date of the Option is **[•]** (the "**Expiry Date**");
- (e) Non-Qualified Securities (Canadian Participant); and
- (f) the Option shall vest in accordance with the following schedule:
 - (i) **[•]**; and
 - (ii) **[•]**.

The vested portion or portions of the Option may be exercised at any time and from time to time from and including the grant date through to 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date by delivering to the administrator of the Plan an Exercise Notice, in the form provided in the Plan, together with this Certificate and (a) a certified cheque or bank draft payable to "**ReGen III Corp.**" in an amount equal to the aggregate of the Exercise Price of the Common Shares in respect of which the Option is being exercised or (b) if an alternative arrangement has been made with the Company (i.e. Cashless Exercise), notice of the election to exercise on such alternative basis.

This Certificate and the Option evidenced hereby are only assignable, transferable or negotiable in limited circumstance and are subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Optionee hereby expressly agrees with the Company to be bound by. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company will prevail.

The Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto. All terms not otherwise defined in this Certificate will have the meanings given to them under the Plan.

Wherever possible, each provision of this Certificate shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Certificate is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Certificate shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

This Certificate and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

This Agreement shall bind and enure to the benefit of the Optionee and the Company and their respective successors and permitted assigns.

Dated this [•] day of [•].

REGEN III CORP.

Per:

Administrator, Omnibus Equity Incentive Plan
ReGen III Corp.

REGEN III CORP.
OMNIBUS EQUITY INCENTIVE PLAN
OPTION CERTIFICATE - SCHEDULE

The additional terms and conditions attached to the Option represented by this Certificate are as follows:

1. **[•]**

REGEN III CORP.

Per:

Administrator, Omnibus Equity Incentive Plan
ReGen III Corp.

**SCHEDULE "B"
EXERCISE NOTICE**

REGEN III CORP.

EXERCISE NOTICE

TO: The Administrator, Omnibus Equity Incentive Plan
ReGEN III Corp.
[Address]

The undersigned hereby irrevocably gives notice, pursuant to the **ReGen III Corp.** Omnibus Equity Incentive Plan (the "Plan"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

Number of Common Shares: _____

Exercise Price (per Common Share) CAD\$ _____

Aggregate Purchase Price CAD\$ _____

Amount enclosed CAD\$ _____

Check here if alternative arrangements have been made with respect to Aggregate Purchase Price (i.e. Cashless Exercise) otherwise please contact the Company with details where the amount enclosed does not equal the Aggregate Purchase Price above

The undersigned tenders herewith a certified cheque or bank draft payable to "**[XYZ Corp]**" in an amount equal to the Aggregate Purchase Price of the aforesaid Common Shares and directs the Company to issue and deliver the certificate or statement evidencing said Common Shares as follows:

Registration Instructions

Delivery Instructions

Same as Registration Instructions

(Name)

OR

(Address)

(Address)

By executing this Exercise Notice the undersigned hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan. All terms not otherwise defined in this Exercise Notice will have the meanings given to them under the Option Certificate.

DATED the _____ day of _____, _____.

Name of Optionee (Please Print)

Signature of Optionee

**SCHEDULE "C"
AWARD CERTIFICATE**

REGEN III CORP.

OMNIBUS EQUITY INCENTIVE PLAN

**[RESTRICTED SHARE UNIT/PERFORMANCE SHARE UNIT/DEFERRED SHARE UNIT/STOCK APPRECIATION
RIGHT] AWARD CERTIFICATE**

This Certificate is issued pursuant to the provisions of the **ReGen III Corp.** (the "**Company**") Omnibus Equity Incentive plan (the "**Plan**") and evidences that **[•]** is the holder (the "**Holder**") of an award (the "**Award**") issued pursuant to the Plan and subject to the terms and conditions set out herein.

Subject to the provisions of the Plan:

Your Grant:	[Details of Award to be Inserted]
Grant Price	[To be Inserted if Applicable]
Performance Goals:	[To be Inserted if Applicable]
Vesting Conditions:	[To be Inserted if Applicable]
Exercise Conditions:	[To be Inserted if Applicable]
Settlement Date:	[To be Inserted if Applicable]
Expiry Date:	[To be Inserted if Applicable]
Other Terms and Conditions:	[To be Inserted if Applicable]

The Award is also subject to the terms and conditions contained in the schedules, if any, attached hereto. All terms not otherwise defined in this Certificate will have the meanings given to them under the Plan.

This Certificate and the Award evidenced hereby are only assignable, transferable or negotiable in limited circumstance and are subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Holder hereby expressly agrees with the Company to be bound by. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company will prevail.

All terms not otherwise defined in this Certificate will have the meanings given to them under the Plan.

Wherever possible, each provision of this Certificate shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Certificate is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Certificate shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

This Certificate and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

This Agreement shall bind and enure to the benefit of the Holder and the Company and their respective successors and permitted assigns.

Dated this [•] day of [•].

REGEN III CORP.

Per:

Administrator, Omnibus Equity Incentive Plan
ReGen III Corp.

REGEN III CORP.
OMNIBUS EQUITY INCENTIVE PLAN
AWARD CERTIFICATE - SCHEDULE

The additional terms and conditions attached to the Award represented by this Certificate are as follows:

1. **[•]**

REGEN III CORP.

Per: _____

Administrator, Omnibus Equity Incentive Plan
ReGen III Corp.