

VOLATUS AEROSPACE INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual general and special meeting (the “**Meeting**”) of holders (the “**Shareholders**”) of common voting shares (the “**Common Shares**”) in the capital of Volatus Aerospace Inc. (the “**Company**”) and variable voting shares in the capital of the Company (the “**Variable Voting Shares**”, and together with the Common Shares, the “**Shares**”) will be held on May 22, 2026, at 10:00 a.m. (Toronto time), at the Toronto Airport Marriott Hotel, 901 Dixon Road, Toronto, Ontario, M9W 1J5 for the following purposes:

1. **TO RECEIVE** and consider the audited consolidated financial statements of the Company for the year ended December 31, 2025, together with the report of the auditors thereon ;
2. **TO REAPPOINT** the independent auditors of the Company and to authorize the directors to fix their remuneration (the “**Auditor Resolution**”);
3. **TO ELECT** the directors of the Company to hold office for the ensuing year, as particularly described in the attached Information Circular,(the “**Director Appointment Resolution**”);
4. **TO CONSIDER** and, if deemed advisable, to approve an ordinary resolution, with or without variation, approving the omnibus equity incentive plan of the Company (the “**Omnibus Equity Incentive Plan Resolution**” and collectively with the Auditor Resolution and the Director Appointment Resolution, the “**AGM Resolutions**”);, as more particularly described in the accompanying Information Circular;
5. **TO CONSIDER** and, if deemed advisable, to pass, with or without variation, a special resolution to approve a consolidation (the “**Consolidation**”) of the outstanding Shares on the basis of a Consolidation ratio of up to twenty (20) pre-Consolidation Shares for one (1) post-Consolidation Share, as and when determined by the board of directors of the Company in its sole discretion, as more fully described in the accompanying Information Circular (the “**Share Consolidation Resolution**”);
6. **TO CONSIDER** and, if deemed advisable, to approve an ordinary resolution, with or without variation, an advance notice by-law of the Company, as more fully described in the Information Circular (the “**By-Law Resolution**” and collectively with the AGM Resolutions and, the Share Consolidation Resolution are referred to the as the “**Meeting Resolutions**”); and
7. **TO TRANSACT** such other business as may properly come before the Meeting or any adjournments or postponements thereof.

The board of directors of the Company (the “**Board**”) unanimously recommend that Shareholders vote for **FOR** the AGM Resolutions.

The nature of the business to be transacted at the Meeting is described in further detail in the management information circular of the Company dated April 13 2026 (the “**Information Circular**”). Shareholders are directed to read the Information Circular carefully and in full to evaluate the matters for consideration at the Meeting.

Each Common Share entitled to be voted in respect of the Meeting Resolutions will entitle the holder thereof to one vote at the Meeting. Each Variable Voting Share entitled to be voted in respect of the Meeting Resolutions will entitle the holder thereof to one vote at the Meeting, unless any of the thresholds set forth under “*Voting Securities and Principal Holders of Voting Securities*” in the accompanying Information Circular would otherwise be surpassed at any time, in which case the vote attached to the Variable Voting Share will decrease as described under “*Voting Securities and Principal Holders of Voting Securities*” in the accompanying Information Circular. The AGM Resolutions and the By-Law Resolutions must each be approved by at least a simple majority of the votes cast by Shareholders eligible to vote on the subject matter thereof present or represented by proxy and entitled to vote at the Meeting. The Share Consolidation Resolution must be approved by at least 66⅔% of the votes cast by Shareholders eligible to vote on the subject matter thereof present or represented by proxy and entitled to vote at the Meeting.

Shareholders are entitled to attend and vote at the Meeting in person or may be represented by proxy. A Shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit his, her or its duly executed form of proxy with the Company’s transfer agent and registrar, **Computershare Investor Services Inc., at 320 Bay Street, 14th Floor, Toronto, Ontario, M5H 4A6 not later than 10:00 a.m. (Toronto time) on Tuesday, May 20, 2026 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned meeting.** Voting by proxy will not prevent you from voting at the Meeting if you revoke your proxy and attend in-person, but it will ensure that your vote will be counted if you are unable to attend.

Shareholders who are unable to attend the Meeting are requested to date, complete, sign and return the enclosed form of proxy so that as large a representation as possible may be had at the Meeting.

If you are a beneficial Shareholder and have received these materials through your broker or other intermediary (but not from Computershare), please complete and return the voting instruction form provided to you by your broker or other intermediary in accordance with the instructions provided therein.

The Board has by resolution fixed the close of business on April 7, 2026 as the record date (the “**Record Date**”). Only Shareholders of record as at the Record Date are entitled to receive notice of the Meeting and to attend and vote at the Meeting or any adjournment thereof.

The Company is using the notice-and-access provisions under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of an Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations* (collectively, the “**Notice and Access Provisions**”) to provide Shareholders with electronic access to this notice of Meeting, the Information Circular, the form of proxy or voting information form, as applicable, the audited annual financial statements for the year ended December 31, 2025 (the “**Meeting Materials**”). The Company will not be adopting stratification procedures in relation to the use of Notice-and-Access Provisions.

Meeting Materials can be viewed online under the Company’s SEDAR+ profile at www.sedarplus.ca or on the Company’s website at <https://investor.volatusaerospace.com>. The Meeting Materials will remain posted on the Company’s website at least until the date that is one year after the date the Meeting Materials were posted.

Shareholders may request paper copies of the Meeting Materials be sent to them by postal delivery at no cost to them. In order for holders to receive a paper copy of the Meeting Materials or if you have questions concerning notice-and access, please contact 1-844-916-0609 (English) or 1-844-973-0593 (French).

Requests should be received by 4:00 p.m. (Toronto time) on May 20, 2026, in order to receive the Meeting Materials in advance of the Meeting.

DATED at Toronto, Ontario this 13th day of April 2026.

BY ORDER OF THE BOARD OF DIRECTORS

(s) Glen Lynch

Glen Lynch

Chief Executive Officer and Director

VOLATUS AEROSPACE INC.

MANAGEMENT INFORMATION CIRCULAR AS AT MAY 22, 2026

FOR THE ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

SOLICITATION OF PROXIES

This management information circular (“**Information Circular**”) is furnished in connection with the solicitation by management of Volatus Aerospace Inc. (the “**Company**”) of proxies to be used at the annual general and special meeting of shareholders of the Company (the “**Shareholders**”) to be held on May 22, 2026 at 10:00 a.m. (Toronto time) at Toronto Airport Marriott Hotel, 901 Dixon Road, Toronto, Ontario, M9W 1J5, and at any adjournment or postponement thereof (the “**Meeting**”) for the purposes set out in the accompanying notice of meeting (the “**Notice of Meeting**”). Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone, 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 clearing agencies, custodians, nominees, fiduciaries or other intermediaries to send the Notice of Meeting, the Information Circular, the annual consolidated financial statements of the Company for the financial year ended December 31, 2025 and related management’s discussion and analysis, and other meeting materials, if applicable (collectively the “**Meeting Materials**”) to the beneficial owners of the common voting shares (the “**Common Voting Shares**”) and variable voting shares (the “**Variable Voting Shares**” and together with the Common Voting Shares, the “**Shares**”) held of record by such parties. The Company may reimburse such parties for reasonable fees and disbursements incurred by them in doing so. The costs of the solicitation of proxies will be borne by the Company. The Company may also retain, and pay a fee to, one or more professional proxy solicitation firms to solicit proxies from the shareholders of the Company in favour of the matters set forth in the Notice of Meeting.

APPOINTMENT AND REVOCATION OF PROXIES

A holder of Shares who appears on the records maintained by the Company’s registrar and transfer agent, Computershare Investor Services, as a registered holder of Shares (each a “**Registered Shareholder**”) may vote in person at the Meeting or may appoint another person to represent such Registered Shareholder as proxy and to vote the Shares of such Registered Shareholder at the Meeting. In order to appoint another person as proxy, a Registered Shareholder must complete, execute and deliver the form of proxy accompanying this Information Circular, or another proper form of proxy, in the manner specified in the Notice of Meeting.

The purpose of a form of proxy is to designate persons who will vote on the shareholder’s behalf in accordance with the instructions given by the shareholder in the form of proxy. The persons named in the enclosed form of proxy are officers or directors of the Company. **A REGISTERED SHAREHOLDER HAS THE RIGHT TO APPOINT SOME OTHER PERSON, WHO NEED NOT BE A SHAREHOLDER OF THE COMPANY, TO REPRESENT HIM OR HER AT THE MEETING AND MAY DO SO BY FILLING IN THE NAME OF SUCH PERSON IN THE BLANK SPACE PROVIDED IN THE FORM OF PROXY OR BY COMPLETING ANOTHER PROPER FORM OF PROXY.** A Registered Shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must, in all cases, deposit the completed form of proxy with the Company’s transfer agent and registrar, Computershare Investor Services Inc., at 320 Bay Street, 14th Floor, Toronto, Ontario, M5H 4A6 (the “**Transfer Agent**”), not later than 10:00 a.m. (Toronto time) on May 20, 2026 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned Meeting at which the form of proxy is to be used. A form of proxy should be executed by the Registered Shareholder or his or her attorney duly authorized in writing or, if the Registered Shareholder is a corporation, by an officer or attorney thereof duly authorized. The time limit for the deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion without notice.

NOTICE-AND-ACCESS

The Company has decided to use the notice-and-access (“**Notice-and-Access**”) rules provided under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of an Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations* for the delivery of the Meeting Materials to holders of Shares who appear on the records maintained by the Company’s registrar and transfer agent as Registered Shareholders and beneficial owners of Shares (the “**Non-Registered Holders**”) for the Meeting. The Notice-and-Access method of delivery of Meeting Materials allows the Company to deliver the Meeting Materials over the internet in accordance with the Notice-and-Access rules adopted by the Ontario Securities Commission under NI 54-101.

Shareholders may always request paper copies of the Meeting Materials be sent to them by postal delivery at no cost to them. Requests may be made up to one year from the date the Meeting Materials are posted on the Company’s website. Shareholders may request paper copies of the Meeting Materials be sent to them by postal delivery at no cost to them. In order for holders to receive a paper copy of the Meeting Materials or if you have questions concerning notice-and-access, please contact 1-844-916-0609 (English) or 1-844-973-0593 (French). **Requests should be received by 4:00 p.m. (Toronto time) on May 20, 2026, in order to receive the Meeting Materials in advance of the Meeting.**

Registered Shareholders will receive a form of proxy and Non-Registered Holders will receive a voting instruction form, enabling them to vote at the Meeting. However, instead of a paper copy of the Meeting Materials, shareholders receive only a notice with information on the date, location and purpose of the Meeting, as well as information on how they may access such materials electronically. The use of this alternative means of delivery is more environmentally friendly as it will help reduce paper use and will also reduce the cost of printing and mailing the Meeting Materials to shareholders. Shareholders are reminded to view the Meeting Materials prior to voting. Meeting Materials can be viewed online under the Company’s profile at www.sedarplus.ca or on the Company’s website at <https://investor.volatusaerospace.com>. The Meeting Materials will remain posted on the Company’s website at least until the date that is one year after the date the Meeting Materials were posted. The Company will not be adopting stratification procedures in relation to the use of Notice-and Access provisions.

Proxies may be deposited with the Transfer Agent using one of the following methods:

By Mail or Hand Delivery:	Computershare Investor Services Inc. 320 Bay Street, 14th Floor, Toronto, Ontario, M5H 4A6
Telephone:	1-866-732-VOTE (8683) (toll free within North America) or 1-312-588-4290 (outside North America) You will need to provide your 15 digit control number (located on the form of proxy accompanying this Information Circular)
By Internet:	www.investorvote.com You will need to provide your 15 digit control number (located on the form of proxy accompanying this Management Information Circular)

A Registered Shareholder attending the Meeting has the right to vote in person and, if he or she does so, his or her form of proxy is nullified with respect to the matters such person votes upon at the Meeting and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof. Only those Registered Shareholders who attend the Meeting in person will be able to cast a vote at the Meeting.

A Registered Shareholder who has given a form of proxy may revoke the form of proxy at any time prior to using it: by (a) depositing an instrument in writing, including another completed form of proxy, executed by such Registered Shareholder or by his or her attorney authorized in writing or by electronic signature or, if the Registered Shareholder is a corporation, by an authorized officer or attorney thereof at, or by transmitting by telephone or electronic means, a revocation signed by electronic signature, (i) to the office of the Company, located at 6221 Highway 7, Unit 6, Vaughan, Ontario L4H 0K8, at any time prior to 5:00 p.m. (Toronto time) on the last business day preceding the day of the Meeting or any adjournment thereof or (ii) with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof; or (b) any other manner permitted by law.

Shareholders who hold shares beneficially through a bank, broker or other financial intermediary (each a “**Non-Registered Holder**”) should carefully follow the instructions found on their voting instruction form. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker’s clients. Therefore, each Non-Registered Holder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting. Non-Registered Holders should refer to section titled “Advice to Non-Registered Shareholders” in this Information Circular.

EXERCISE OF DISCRETION BY PROXIES

The Shares represented by proxies in favour of management nominees will be voted or withheld from voting in accordance with the instructions of the Registered Shareholder on any ballot that may be called for and, if a Registered Shareholder specifies a choice with respect to any matter to be acted upon at the meeting, the Shares represented by the proxy shall be voted accordingly. Where no choice is specified, the proxy will confer discretionary authority and will be voted FOR the election of directors of the Company; FOR the reappointment of auditors; FOR the approval of the Omnibus Equity Incentive Plan; and FOR the Share Consolidation (as defined below).

The enclosed form of proxy also confers discretionary authority upon the persons named therein to vote with respect to any amendments or variations to the matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting in such manner as such nominee in his judgment may determine. At the time of printing this Information Circular, the management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

ADVICE TO NON-REGISTERED SHAREHOLDERS

The information set forth in this section is of significant importance to many shareholders of the Company, as a substantial number of shareholders of the Company do not hold Shares in their own name. Only Registered Shareholders or the persons they appoint as their proxies are permitted to attend and vote at the Meeting and only forms of proxy deposited by Registered Shareholders will be recognized and acted upon at the Meeting. Shares beneficially owned by a non-registered holder (each a “**Non-Registered Holder**”) are registered either: (i) in the name of an intermediary (an “**Intermediary**”) with whom the Non-Registered Holder deals in respect of the Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc.) (each a “**Clearing Agency**”) of which the Intermediary is a participant. Accordingly, such Intermediaries and Clearing Agencies would be the Registered Shareholders and would appear as such on the list maintained by the Transfer Agent. Non-Registered Holders do not appear on the list of the Registered Shareholders maintained by the Transfer Agent. For clarity, if you hold shares in a self-directed online account or brokerage account with any entity other than the Transfer Agent, you are a Non-Registered Holder.

Distribution of Meeting Materials to Non-Registered Holders

In accordance with the requirements of NI 54-101, the Company has distributed copies of the Meeting Materials to the Clearing Agencies and Intermediaries for onward distribution to Non-Registered Holders as well as directly to NOBOs

(as defined below). Most Clearing Agencies and Intermediaries use Broadridge Investor Services to facilitate the mailing of meeting materials.

Non-Registered Holders fall into two categories, those who object to their identity being known to the issuers of securities which they own (“**OBOs**”) and those who do not object to their identity being made known to the issuers of the securities which they own (“**NOBOs**”). Subject to the provisions of NI 54-101, issuers may request and obtain a list of their NOBOs from Intermediaries directly or via their transfer agent and may obtain and use the NOBO list for the distribution of proxy-related materials to such NOBOs. If you are a NOBO and the Company or its agent has sent the Meeting Materials directly to you, your name, address and information about your holdings of Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding the Shares on your behalf.

The Company’s OBOs can expect to be contacted by their Intermediary. The Company does not intend to pay for Intermediaries to deliver the Meeting Materials to OBOs. As a result, OBOs will not receive the meeting materials unless the OBO’s Intermediary assumes the costs of delivery.

Voting by Non-Registered Holders

The Shares held by Non-Registered Holders can only be voted or withheld from voting at the direction of the Non-Registered Holder. Without specific instructions, Intermediaries or Clearing Agencies are prohibited from voting the Shares on behalf of Non-Registered Holders. Therefore, each Non-Registered Holder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.

The various Intermediaries have their own mailing procedures and provide their own return instructions to Non-Registered Holders, which should be carefully followed by Non-Registered Holders in order to ensure that their Shares are voted at the Meeting.

Non-Registered Holders will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Non-Registered Holders to direct the voting of the Shares they beneficially own. Non-Registered Holders should follow the procedures set out below, depending on which type of form they receive.

Voting Instruction Form. In most cases, a Non-Registered Holder will receive, as part of the Meeting Materials, a voting instruction form (a “**VIF**”). If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder’s behalf), the Non-Registered Holder can vote by going to www.proxyvote.com and entering the 16 digit control number located on the VIF. Otherwise, the VIF must be completed, signed and returned in accordance with the directions on the form prior to the proxy cutoff time.

or,

Form of Proxy. Less frequently, a Non-Registered Holder will receive, as part of the Meeting Materials, a form of proxy that 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 Non-Registered Holder but which is otherwise not completed. If the Non-Registered Holder does not wish to attend and vote at the Meeting in person (or have another person attend and vote on the Non-Registered Holder’s behalf), the Non-Registered Holder must complete and sign the form of proxy and in accordance with the directions on the form.

Voting by Non-Registered Holders at the Meeting

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purposes of voting the Shares registered in the name of an Intermediary or a Clearing Agency, a Non-Registered Holder may attend the Meeting as proxyholder for the Registered Shareholder who holds Shares beneficially owned by such Non-Registered Holder and vote such Shares as a proxyholder. A Non-Registered Holder who wishes to attend the Meeting and to vote their Shares as proxyholder for the Registered Shareholder who holds Shares beneficially owned by such Non-Registered Holder, should (a) if they received a VIF, follow the directions indicated on the VIF; or (b) if they received a form of proxy strike out the names of the persons named in the form of proxy and insert the Non-Registered Holder’s or its nominee name

in the blank space provided. Non-Registered Holders should carefully follow the instructions of their Intermediaries, including those instructions regarding when and where the VIF or the form of proxy is to be delivered. Only those Non-Registered Holders who appoint themselves and attend the Meeting in person will be able to cast a vote at the Meeting. All references to shareholders in the Meeting Materials are to Registered Shareholders as set forth on the list of registered shareholders of the Company as maintained by the Transfer Agent, unless specifically stated otherwise.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Voting Securities

The authorized share capital of the Company consists of an unlimited number of Common Voting Shares and an unlimited number of Variable Voting Shares. As of April 7, 2026 (the “**Record Date**”), there were a total of 672,708,586 Shares issued and outstanding.

Only Shareholders as of the Record Date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting. On a show of hands, every Registered Shareholder and proxy holder will have one vote and, on a poll, every Shareholder present in person or represented by proxy will have one vote for each Share held.

Principal Holders of Shares

The only voting securities of the Company are the Shares. As of the Record Date, there are 610,189,587 Shares issued and outstanding. Each Share confers the right to receive notice and to attend all meetings of Shareholders and to one vote, subject to the voting restrictions and adjustments attached to Variable Voting Shares, as discussed under “*Voting Securities and Principal Holders of Voting Securities*” in the Information Circular.

Except as disclosed below, to the knowledge of the directors and executive officers of the Company, as at the date of this Information Circular, no person beneficially owns, or controls or directs, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to the Shares.

Name	Number of Shares Beneficially Owned, or Controlled or Directed, Directly or Indirectly	Percentage of Outstanding Shares ⁽¹⁾
Glen Lynch	68,654,075 Shares	13.28%
Ian McDougall ⁽²⁾	69,645,821 Shares	13.48%

Notes:

- (1) Percentage calculated on a non-diluted basis, based on an aggregate of 672,708,586 Shares issued and outstanding as of the Record Date.
- (2) Ian McDougall indirectly holds his shares through Delta-Mike Inc., a holding company beneficially owned by Ian McDougall.

Foreign Ownership Limits

The *Canada Transportation Act* (“**CTA**”) requires that national holders of a domestic air service license be “Canadian”, meaning that foreign ownership of the Company is limited to 49%, provided that no single non-Canadian holds more than 25% of the voting interests and provided that non-Canadian air service providers do not, in the aggregate, hold more than 25% of the voting interests in the Company.

The Company received shareholder approval at the annual general and special meeting held on May 11, 2022 to revise the notice of articles and articles of the Company to align the restrictions on the level of non-Canadian ownership and voting control with those prescribed by the definition of “Canadian” in the CTA.

Common Voting Shares

Exercise of Voting Rights

The holders of Common Voting Shares are entitled to receive notice of, and to attend and vote at, all meetings of shareholders, except in votes where holders of a specific class other than the Common Voting Shares are entitled to vote separately as a class under the *Canada Business Corporations Act* (“CBCA”). Each Common Voting Share will confer the right to one vote.

Constraints on Share Ownership

Each Common Voting Share may only be held, beneficially owned and controlled, directly or indirectly, by a person who is Canadian within the meaning of the CTA.

Conversion

Unless the foreign ownership restrictions of the CTA are repealed and not replaced with other similar restrictions, an issued and outstanding Common Voting Share will be automatically converted into one Variable Voting Share, without any further act of the Company or the holder, if such Common Voting Share is or becomes beneficially owned or controlled, directly or indirectly, otherwise than by way of a security only, by a person who is not a Canadian within the meaning of the CTA.

The Common Voting Shares may not be converted into Variable Voting Shares other than in accordance with the conversion procedures set out in the Company’s Articles.

Variable Voting Shares

Exercise of Voting Rights

The holders of Variable Voting Shares are entitled to receive notice of, to attend and vote at all meetings of shareholders of the Company, except in votes where the holders of a specified class other than the Variable Voting Shares are entitled to vote separately as a class as provided in the CBCA.

Variable Voting Shares will carry one vote per Variable Voting Share held, unless any of the thresholds set forth below would otherwise be surpassed at any time, in which case the vote attached to a Variable Voting Share will decrease as described below.

References below to the Variable Voting Shares that a person “holds” or “held” shall refer to and include the Variable Voting Shares held, beneficially owned or controlled, directly or indirectly by such person.

Single Non-Canadian Holder

If at any time:

- (a) a single non-Canadian (within the meaning of the CTA) holder of Variable Voting Shares (a “**Single Non Canadian Holder**”), either individually or in affiliation with any other person, holds a number of Variable Voting Shares outstanding that, as a percentage of the total number of all voting shares outstanding, exceeds 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board), or
- (b) the total number of votes that would be cast by or on behalf of a Single Non-Canadian Holder, either individually or in affiliation with any other person, at any meeting would exceed 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the total number of votes cast at such meeting,

then the vote attached to each Variable Voting Share held by such Single Non-Canadian Holder and by any person in affiliation with such Single Non-Canadian Holder, will decrease proportionately and automatically without further act or formality only to such extent that, as a result (i) the Variable Voting Shares held by such Single Non-Canadian Holder and by any person in affiliation with such Single Non-Canadian Holder do not carry in the aggregate more than 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the aggregate votes attached to all issued and outstanding voting shares of the Company, and (ii) the total number

of votes cast by or on behalf of such Single Non-Canadian Holder and by any person in affiliation with such Single Non-Canadian Holder at the meeting do not exceed in the aggregate 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the total number of votes cast at such meeting.

Non-Canadian Holder Authorized to Provide Air Service

If at any time:

- (a) one or more non-Canadians (within the meaning of the CTA) authorized to provide an air service in any jurisdiction (each a “**Non-Canadian Holder Authorized to Provide Air Service**” and collectively “**Non Canadian Holders Authorized to Provide Air Service**”), collectively hold, either individually or in affiliation with any other person, a number of Variable Voting Shares outstanding that, as a percentage of the total number of all voting shares outstanding, after the application of the automatic proportionate decrease to the votes attached to all of the Variable Voting Shares held by any Single Non-Canadian Holder and by any person in affiliation with such Single Non-Canadian Holder as set out above under “*Single Non-Canadian Holder*” (if any), exceeds 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board), or
- (b) the total number of votes that would be cast by or on behalf of Non-Canadian Holders Authorized to Provide Air Service and persons in affiliation with any Non-Canadian Holders Authorized to Provide Air Service at any meeting would, after the application of the automatic proportionate decrease to the votes attached to all of the Variable Voting Shares held by any Single Non-Canadian Holder and by any person in affiliation with such Single Non-Canadian Holder as set out above under “*Single Non-Canadian Holder*” (if any), exceed 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the total number of votes cast at such meeting,

then the vote attached to each Variable Voting Share held by all Non-Canadian Holders Authorized to Provide Air Service and by persons in affiliation with any Non-Canadian Holders Authorized to Provide Air Service will decrease proportionately and automatically without further act or formality only to such extent that, as a result (i) the Variable Voting Shares held by all Non-Canadian Holders Authorized to Provide Air Service and by persons in affiliation with any Non-Canadian Holders Authorized to Provide Air Service do not carry in the aggregate more than 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the aggregate votes attached to all issued and outstanding voting shares of the Company, and (ii) the total number of votes cast by or on behalf of all Non-Canadian Holders Authorized to Provide Air Service and by persons in affiliation with any Non-Canadian Holders Authorized to Provide Air Service at any meeting do not exceed in the aggregate 25% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the total number of votes cast at such meeting.

General – All Holders of Variable Voting Shares

If at any time:

- (a) the number of Variable Voting Shares outstanding as a percentage of the total number of all voting shares outstanding, after the application of the automatic proportionate decrease to the votes attached to all of the Variable Voting Shares held by any Single Non-Canadian Holder and by any person in affiliation with such Single Non-Canadian Holder as set out above under “*Single Non-Canadian Holder*” and after the application of the automatic proportionate decrease to the votes attached to all of the Variable Voting Shares held by Non-Canadian Holders Authorized to Provide Air Service and by persons in affiliation with any Non-Canadian Holders Authorized to Provide Air Service as set out above under “*Non-Canadian Holder Authorized to Provide Air Service*” (in each case, if any), exceeds 49% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board), or
- (b) the total number of votes that would be cast by or on behalf of holders of Variable Voting Shares at any meeting would, after the application of the automatic proportionate decrease to the votes attached to all of the Variable Voting Shares held by any Single Non-Canadian Holder and by any person in affiliation with such Single Non-Canadian Holder as set out above under “*Single Non-Canadian Holder*” and after the application

of the automatic proportionate decrease to the votes attached to all of the Variable Voting Shares held by Non-Canadian Holders Authorized to Provide Air Service and by persons in affiliation with any NonCanadian Holders Authorized to Provide Air Service as set out above under “*Non-Canadian Holder Authorized to Provide Air Service*” (in each case, if any), exceed 49% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the total number of votes cast at such meeting,

then the vote attached to each Variable Voting Share will decrease proportionately and automatically without further act or formality only to such extent that, as a result (i) the Variable Voting Shares do not carry more than 49% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the aggregate votes attached to all issued and outstanding voting shares of the Company, and (ii) the total number of votes cast by or on behalf of holders of Variable Voting Shares at any meeting do not exceed 49% (or any different percentage that may be prescribed by law or regulation of Canada and approved or adopted by the Board) of the total number of votes cast at such meeting.

Constraints on Share Ownership

Variable Voting Shares may only be owned or controlled by non-Canadians (within the meaning of the CTA).

Conversion

Each issued and outstanding Variable Voting Share will be automatically converted into one Common Voting Share, without any further act on the part of the Company or the holder, if (a) such Variable Voting Share becomes held, beneficially owned and controlled, directly or indirectly, otherwise than by way of security only, by a Canadian within the meaning of the CTA, or (b) the provisions contained in the CTA relating to foreign ownership restrictions are repealed and not replaced with other similar provisions.

Variable Voting Shares may not be converted into Common Voting Shares other than in accordance with the conversion procedures set out in the Company’s Articles.

The holders of Common Voting Shares and Variable Voting Shares will vote together as a single class at the Meeting.

Declaration of Canadian or Non-Canadian Status

Shareholders who wish to vote at the Meeting either by completing and delivering a proxy or a VIF or by attending and voting at the Meeting will be required to complete a declaration of ownership in order to enable the Company to comply with the restrictions imposed by the Company Articles and the CTA on the ownership and voting of its Shares. If you do not complete such declaration or if it is determined by the Company or its Transfer Agent that you incorrectly indicated (through inadvertence or otherwise) that the Shares represented by the proxy are owned and controlled by a Canadian (within the meaning of the CTA), you will be deemed to be a non-Canadian for purposes of voting at the Meeting. Such declaration is contained in the form of proxy or with the VIF provided to you, as applicable.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED ON

Other than as set forth herein, management of the Company is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or executive officer of the Company at any time since the beginning of the Company’s last financial year, any person who is a Nominee, or any associate or affiliate of such persons, in respect of the AGM Resolutions other than the election of directors of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the board of directors of the Company (the “**Board**”), the matters to be brought before the Meeting are those matters set forth in the accompanying Notice of Meeting.

1. PRESENTATION OF FINANCIAL STATEMENTS

The audited annual consolidated financial statements of the Company for the year ended December 31, 2025 and the report of the auditor thereon will be placed before the Shareholders at the Meeting. No vote will be taken on the audited annual consolidated financial statements. The audited annual consolidated financial statements and additional information concerning the Company are available under the Company's profile on SEDAR+ at www.sedarplus.ca.

2. REAPPOINTMENT OF AUDITOR AND REMUNERATION OF AUDITOR

At the Meeting, the Shareholders will be asked to reappoint BDO Canada LLP ("**BDO**"), as independent auditor of the Company to serve until the close of the next annual meeting of Shareholders and to authorize the Board to fix their remuneration (the "**Auditor Resolution**"). BDO was first appointed as independent auditor of the Company on August 30, 2024.

To be effective, the Auditor Resolution must be approved by not less than a majority of the votes cast thereon by Shareholders who are present at the Meeting or by proxy and entitled to vote at the Meeting.

The Board unanimously recommends that the Shareholders vote FOR the Auditor Resolution.

The persons named in the form of proxy accompanying this Information Circular intend to vote FOR the Auditor Resolution, unless the Shareholder who has given such proxy has directed that the Shares represented by such proxy be voted against the Auditor Resolution. The proposal requires the approval of a majority of the votes cast by the holders of Shares present in person or represented by proxy at the Meeting.

3. ELECTION OF DIRECTORS

The Board is currently comprised of six (6) directors. The term of office of each of the current directors will end at the conclusion of the Meeting. The directors of the Company determined that six (6) directors will be nominated at the Meeting. The persons named below will be presented for election at the Meeting as management's nominees (the "**Nominees**"). Unless the director's office is earlier vacated in accordance with the provisions of the CBCA, each director elected will hold office until the conclusion of the next annual general meeting of the shareholders of the Company, or if no director is then elected, until a successor is elected.

Each of the Nominees has consented to being named in this Information Circular and to serve as a director, if elected. The present term of office of each current director of the Company will expire at the Meeting.

The Shareholders will be asked at the Meeting to consider, and if deemed advisable, to:

- (a) vote for all of the directors of the Company listed in the table below;
- (b) vote for some of the directors and withhold for others; or
- (c) withhold for all of the directors.

Information Concerning the Nominees

The following table states the names of the Nominees, any offices with the Company currently held by them, their principal occupations or employment for the last five years, the period or periods of service as directors of the Company and the approximate number of voting securities of the Company beneficially owned, directly or indirectly, or over which control or direction is exercised as of the date hereof.

Name, province or state and country of residence and position, if any, held in the Company	Principal Occupation for Past Five Years	Served as Director of the Company since	Number of Shares beneficially owned, directly or indirectly, or controlled or directed at present ⁽¹⁾	Attendance at meetings	Committee Membership	Independent Director
Ian McDougall ⁽⁴⁾ Ontario, Canada Chairman and Director	President, Delta-Mike Inc.	August 30, 2024	69,645,821		HRCC	No
Glen Lynch Quebec, Canada Director and Chief Executive Officer	Chief Executive Officer of the Company	August 30, 2024	68,654,075		N/A	No
Kevin Sherkin Ontario, Canada Director	Partner at Miller Thomson LLP	February 25, 2019	15,000		N/A	Yes
Andrew Leslie Ontario, Canada Director	President, GripFast Solutions Inc.	August 30, 2024	Nil		Audit	No
Omar Mourad Quebec, Canada Director	Directeur, Investissement manufacturier et diversifié, Investment Quebec	November 1, 2024	Nil		Audit	Yes
Larry Taylor Ontario, Canada Director	Chairman of VIQ Solutions Inc. and President of Taylor Made Solutions	November 9, 2020	Nil		Audit HRCC	Yes

Notes:

(1) The information as to voting securities beneficially owned, controlled or directed, not being within the knowledge of the Company, has been furnished by the respective nominees individually.

The total number of Shares beneficially owned, controlled or directed, directly or indirectly, by Directors of the Company as a group, to our knowledge, is 138,314,896 Shares or approximately 20.56% of the Shares issued and outstanding as at the Record Date.

Board Skills and Experience

All of the proposed nominees were elected to their present term to office by the shareholders of the Company at a meeting in respect of which the Company circulated to shareholders management proxy circular.

Mr. Ian McDougall has over 40 years of experience in the aviation industry, particularly as the chief executive of several commercial operating companies including Partner Jet, Learjet Canada and Flight Solutions and Services (FSS) Inc. A member of the Law Society of Upper Canada and studied at Harvard Law School, Osgoode Hall Law School,

and Simon Fraser University. He was the director of the joint Osgoode-Shulich JD/MBA Program from 1994-2006 and was the Lecturer on the Law of Corporate Governance and Advanced Corporate Finance from 1986-2004.

Mr. Glen Lynch is the, president, and chief executive officer of Volatus Aerospace and is a full-time employee. Glen has thirty-nine years of aviation and aerospace experience, including thirty-plus years in the operation and maintenance of business aircraft, aircraft support services, and aerospace manufacturing. Prior to Volatus, Glen was President & CEO of GAL Aerospace Corp., a position he had held for over eight years.

Mr. Kevin Sherkin. Has a strong foundation in governance, strategic management, and long-term value creation. His commitment to transparency, accountability, and ethical oversight strengthens Volatus' corporate governance framework. Kevin's perspective supports disciplined decision-making and sustainable growth across enterprise initiatives

Lieutenant-General (ret'd). Andrew Leslise is a strategic leader with **35+ years** of military command experience, having led the Canadian Army and managed large personnel forces and multibillion-dollar operations internationally. His expertise spans crisis management, governance, and global affairs, including senior roles in government and international relations. He anchors Volatus' strategic insights into defense, security, and geopolitical risk.

Mr. Omar Mourad is a private equity and investment leader with strong transactional and financial expertise, serving as Director of Investments at Investissement Québec. He has played key roles in M&A, strategic capital deployment, and corporate finance across sectors.

Mr. Larry Taylor is a corporate governance and strategy expert with extensive experience as Board Chair and independent director across public and private companies. He leads Volatus' Audit Committee and guides risk, financial oversight, and executive performance. Larry's background in executive coaching and organizational strategy enhances board effectiveness and shareholder accountability.

Majority Voting

Following recent amendments to the CBCA which took effect on August 31, 2022, in the case of uncontested elections of directors (that is, elections where there is only one candidate nominated for each position available on the board, as determined by the board), (i) Shareholders will be asked to vote "for" or "withhold" each director nominee; (ii) only nominees receiving a majority of the votes will be elected; and (iii) a nominee who does not receive a majority of the votes and who is an incumbent director may continue in office until the earlier of the 90th day after the election, or the day on which his or her successor is appointed or elected. In accordance with the CBCA, the board may reappoint an incumbent director even if he or she did not receive majority support in the following limited and defined circumstances: (i) to satisfy Canadian residency requirements; or (ii) to satisfy the requirement that at least two directors are not also officers or employees of the Corporation or its affiliates.

Corporate Cease Trade Orders or Bankruptcies

Other than as set forth below, to the knowledge of the Company, none of the Nominees (or a personal holding company of a Nominee) are, as at the date of this Information Circular, nor have they been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to: (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**") and that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to an Order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

On May 7, 2024, a cease trade order was issued against Volatus Aerospace Corp. (the "**Subsidiary**") by the Ontario Securities Commission (the "**CTO**") for failure to file: (a) audited annual financial statements of the Subsidiary for the year ended December 31, 2023; (b) management's discussion and analysis relating to the audited annual financial statements of the Subsidiary for the year ended December 31, 2023; and (c) certification of the foregoing filings as

required by National Instrument 52-109 *Certification of Disclosure in Issuers' Annual and Interim Filings* (collectively, the "2023 Annual Filings"). Messrs. McDougall, Lynch and Leslie were directors of the Subsidiary at the time of the CTO. The CTO was revoked by the Ontario Securities Commission on May 13, 2024 and trading of the Subsidiary's shares on the Toronto Venture Exchange ("TSXV") resumed on May 16, 2024.

Personal Bankruptcies

To the knowledge of the Company, none of the Nominees (or any personal holding company of a Nominee) are, as at the date of this Information Circular, nor have they been within the past 10 years before the date of this Information Circular, 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 such person.

Penalties and Sanctions

To the knowledge of the Company, none of the Nominees (or any personal holding company of a Nominee) have been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

The Board unanimously recommends that the Shareholders vote FOR the election of each of the proposed Nominees set forth in the table above.

The persons named in the form of proxy accompanying this Information Circular intend to vote FOR the election of each of the proposed Nominees set forth in the table above in respect of the Board, unless the Shareholder who has given such proxy has directed that the Shares represented by such proxy be voted against such resolution or nominee. The proposal requires the approval of a majority of the votes cast by the holders of Shares present in person or represented by proxy at the Meeting.

4. APPROVAL OF OMNIBUS EQUITY INCENTIVE PLAN

At the Meeting, Shareholders will be asked to consider, and if thought advisable, approve the adoption of an omnibus incentive plan in substantially the form attached as Schedule "A" to this Circular (the "**Plan**"). The Plan was first approved by the Board on April 6, 2026 and will take effect upon Shareholder approval and the listing of the Shares on the TSX.

The Plan will facilitate granting of stock options ("**Options**"), restricted share units ("**RSUs**") and deferred share units ("**DSUs**" collectively with the RSUs, the "**Units**", and collectively with the Options, the "**Awards**"), representing the right to receive one Share to the eligible directors, officers, employees and service providers of the Company and its subsidiaries in accordance with the terms of the Plan (each such person having been granted an Award being, a "**Participant**"). The following summary is qualified in its entirety by the text of the Plan.

The Plan is considered an "evergreen" plan, since the Shares covered by grants which have been exercised, settled, expired, cancelled or forfeited shall be available for subsequent grants under the Plan and the number of Shares available to grant increases as the number of issued and outstanding Shares increases.

The maximum number of Shares reserved and available for grant and issuance pursuant to Awards shall not exceed ten percent (10%) of the total issued and outstanding Shares (on a non-diluted basis) from time to time, less the number of Shares reserved for issuance pursuant to outstanding awards under all other Security Based Compensation Plans. Every three years after the effective date of the Plan, all unallocated Awards under the Plan shall be submitted for approval to the Board and the Shareholders of the Company.

The Plan will provide appropriate adjustments, if any, will be made by the Board in connection with a reclassification, reorganization or other change of Shares, consolidation, distribution, merger or amalgamation, in the Shares issuable or amounts payable to preclude a dilution or enlargement of the benefits under the Plan.

The following table describes the impact of certain events upon the rights of holders of Awards under the Plan, including a change of control, termination for cause, termination other than for cause and death:

Event	Provisions
Change of Control	<p>Unless otherwise stipulated in any agreement with respect to the granting of an Award and the approval of the TSX, if required, the Board shall have the right, in its discretion, to deal with any or all Awards (or any portion thereof) issued under the Plan in the manner it deems fair and reasonable in the circumstances.</p> <p>Vested Awards may, amongst other things, be deemed exercised by the Board.</p>
Termination for Cause	<p>All unexercised vested and unvested Awards shall terminate as of the termination date.</p>
Resignation	<p>All unexercised vested or unvested Awards granted shall terminate on the termination date caused by such resignation, subject to any later expiration dates determined by the Board.</p>
Termination other than for Cause	<p>Upon a participant's termination without cause the number the Awards that may vest is subject to pro-ration over the applicable vesting period (ending on the Termination Date) and shall expire on the earlier of ninety (90) days after the Termination Date or the expiry date of the Awards.</p>
Death, Disability or Retirement	<p>The number of Awards that may vest is subject to pro ration over the applicable vesting period (ending on the Termination Date) and shall expire on the earlier of one hundred eighty (180) days after the Participant's death, disability or retirement or the expiry of the Awards.</p> <p>If a Participant is determined to have breached any post-employment restrictive covenants in favour of the Company, then any Awards held by the Participant, whether vested or unvested, will immediately expire and the Participant shall pay to the Company any "in-the-money" amount realized upon exercise of Awards following the Termination Date.</p>

The Board may amend the Plan or any Award at any time without the consent of a Participant provided that such amendment shall (i) not adversely alter or impair any Award previously granted except as permitted by the terms of the Plan, (ii) be in compliance with applicable law and subject to any regulatory approvals including, where required, the approval of the exchange, and (iii) be subject to shareholder approval, where required by law, the requirements of the exchange or the Plan, provided, however, that shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to: (i) any amendment to the vesting provisions, if applicable, or assignability provisions of Awards; (ii) any amendment to the expiration date of an award that does not extend the terms of the Award past the original date of expiration for such Award; (iii) any amendment regarding the effect of the termination of a Participant's employment or engagement; (iv) any amendment which accelerates the date on which any Award may be exercised under the Plan; (v) any amendment to the definition of "Eligible Participant" (under the Plan); (vi) any amendment necessary to comply with applicable law or the requirements of the exchange or any other regulatory body; (vii) 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; (viii) any amendment regarding the administration of the Plan; (ix) any amendment to add or amend provisions permitting for the granting of cash-settled awards, a form of financial assistance or clawback; and (x) any other amendment that does not require the approval of the holders of Shares pursuant to the amendment provision of the Plan.

As described further in the Plan, the Board shall be required to obtain shareholder approval to make the following

amendments: (i) any reduction in the exercise price of an Option held by an insider, (ii) any amendment which extends the expiry date of any Award held by an insider, or the unit restriction period of any Units held by an insider beyond the original expiry date, except in case of an extension due to a black-out period, (iii) any amendment removing or exceeding the insider participation limit, (iv) any amendment to remove or exceed the eligible director participation limit, (v) any change to the maximum number of Shares issuable from treasury under the Plan, and (vi) any amendment to the amendment provisions of the Plan, provided that (x) Shares held directly or indirectly by insiders benefiting from the amendments in (i), (ii) and (iii) above shall be excluded when obtaining such shareholder approval; and (y) Shares held directly or indirectly by insiders where the amendment will disproportionately benefit such insiders over other Award holders shall be excluded when obtaining such shareholder approval.

The Board may, subject to regulatory approval, discontinue the Plan at any time without the consent of the Participants provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Plan.

The Board may, by resolution, but subject to applicable regulatory approvals, decide that any of the provisions of the Plan concerning the effect of the termination of the Participant's employment or engagement shall not apply for any reason acceptable to the Board.

Other than by will or under the law of succession, or as expressly permitted by the Board, or as otherwise set forth herein, Awards are not assignable or transferable. Awards may only be exercised: (a) by the Participant to whom the Awards were granted; (b) with the Company's prior written approval and subject to such conditions as the Company may stipulate; (c) upon the Participant's death, by the legal representative of the Participant's estate; or (d) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant.

Options

The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, commencing on the date such Option is granted to the Participant and ending as specified in the Plan or in the underlying option agreement, but in no event shall an Option expire on a date which is later than ten (10) years from the date the Option is granted. Unless otherwise determined by the Board, all unexercised Options shall be cancelled at the expiry of such Options. The Option Price for Shares that are the subject of any Option shall be fixed by the Board when such Option is granted, but shall not be less than the "Market Value" (being the greater of the five (5) day volume weighted average price of the Shares on the exchange or the closing price of such Shares on the trading day immediately preceding the date of the granting of the Option). An Option is an option granted by the Company to a Participant entitling such Participant to acquire, for each Option issued, one Share from treasury at the exercise price.

Should the expiration date for an Option fall within a black-out period or within nine (9) business days following the expiration of a black-out period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth business day after the end of the black-out period, such tenth (10th) business day to be considered the expiration date for such Option for all purposes under the Plan. The ten (10) business day period may not be extended by the Board.

The Board has the discretion to determine the vesting schedule of any Option and the Board shall have the full power and authority to accelerate the vesting or exercisability of all or any portion of any Option.

Once a portion of an Option that has vested becomes exercisable, it remains exercisable until expiration of termination of the Option, unless otherwise specified by the Board in connection with the grant of such Option.

In order to facilitate the payment of the exercise price of the Options, the Plan permits Participants, subject to the approval of the Board, to elect to undertake either a broker assisted "cashless exercise" or a "net exercise" subject to the procedures set out in the Plan, including the consent of the Board.

DSUs

A DSU is an Award of phantom share units to a Participant, subject to restrictions and conditions as the Board may determine at the time of grant. Subject to the provisions set forth and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Directors who may receive DSUs under the Plan, (ii) fix the number of DSUs, if any, to be granted to each Eligible Director and the date or dates on which such DSUs shall be granted, and (iii) determine the relevant conditions and vesting provisions

of such DSUs, the whole subject to the terms and conditions prescribed in this Plan.

Subject to vesting and other conditions and provisions set forth in the Plan and in an agreement relating to a grant of DSUs the Board shall determine whether each DSU awarded to a Participant shall entitle the Participant: (i) to receive one (1) Share issued from treasury or purchased on the open market; (ii) to receive the cash equivalent of one (1) Share; or (iii) to elect to receive either one (1) Share from treasury or purchased on the open market, the cash equivalent of one (1) Common or a combination of cash and Shares.

Each Eligible Director (i) shall receive such percentage of his Board Retainer in the form of DSUs as may be determined by the compensation policies of the Board from time to time (the “Mandatory Portion”), and (ii) may elect to receive any percentage, up to 100%, of the balance of his or her Board Retainer in the form of DSUs (the “Voluntary Portion”).

Each Eligible Director will receive such number of DSUs as is obtained by dividing the sum of any Mandatory Portion and the Voluntary Portion payable quarterly to the Eligible Director by the “Market Value” (being the 5 day volume weighted average price of the Shares on the exchange) on the date on which the DSUs are awarded. DSUs shall be awarded to Eligible Directors quarterly on the first day of each quarter (or, if not a business day, on the following business day), unless otherwise determined by the Board. Notwithstanding the foregoing, the Eligible Directors shall receive the first grant on the Effective Date of the Plan.

Any Participant may elect to receive the equivalent of any Mandatory Portion in cash instead of DSUs if (i) the Participant purchases in the open market the same number of Shares he or she would have received in the form of DSUs, or (ii) the Participant is otherwise exempted by the Board for any reason.

A Participant who (i) ceases to be a director of the Company; (ii) ceases to be employed by the Company or its Subsidiaries; or (iii) ceases to provide services to the Company or its Subsidiaries, as applicable (or, if deceased, his or her estate, succession, heirs or legal representatives) may request the settlement of all (but not less than all) of his or her DSUs at any time during the period between the date on which he or she ceases to be a director and the “DSU Expiry Date” (being the business day preceding December 31 of the calendar year following the calendar year during which a Participant (i) ceases to be a director of the Company; (ii) ceases to be employed by the Company or its subsidiaries; or (iii) ceases to provide services to the Company or its subsidiaries, as applicable), in such manner as the Board may determine and in accordance with such rules and regulations as the Board may prescribe. Any DSU which has not been settled prior to the DSU Expiry Date shall be automatically settled on the DSU Expiry Date.

Notwithstanding any other provision of the Plan, in the event that a DSU settlement date occurs during a black-out period or other trading restriction imposed by the Company, then settlement of the applicable DSUs shall be automatically extended to the tenth (10th) business day following the date that such black-out period or other trading restriction is lifted, terminated or removed.

RSUs

A RSU is an Award granted for services rendered in a particular year entitling the recipient to receive payment based on the value of one Share once such Award has vested, subject to such restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or engagement) with the Company or a subsidiary.

Unless otherwise set forth in an underlying RSU Agreement, each RSU shall vest as to 1/3 on each of the first, second and third anniversary of the date of grant (each such date being the RSU vesting date). Subject to the vesting and other conditions and provisions set forth in the Plan and in an underlying RSU Agreement, the Board shall determine whether each RSU awarded to a Participant shall entitle the Participant: (i) to receive one (1) Share issued from treasury or purchased on the open market; (ii) to receive the cash equivalent of one (1) Share; or (iii) to elect to receive either one Share from treasury or purchased on the open market, the cash equivalent of one (1) Share or a combination of cash and Shares.

Except as otherwise provided in an agreement relating to a grant of RSUs: (a) all of the vested RSUs covered by a particular grant may, be settled at on any date (each such day being a “**RSU Settlement Date**”) on or before the last day of the applicable restriction period (which shall end on the business day preceding December 31 of the calendar year which is three (3) years after the calendar year in which the services in relation to which the RSU is granted were performed, or such shorter period as may be determined by the Board at the time the RSU is granted), by delivering a settlement notice in respect of any or all vested RSUs held by such Participant; and (b) any vested RSU for which no

settlement notice has been delivered prior to the last day of the applicable restriction period, shall be automatically settled on the last day of such restriction period.

Settlement of RSUs shall take place promptly following the RSU Settlement Date through: (a) in the case of settlement of RSUs for their cash equivalent, delivery of a cheque to the Participant representing the cash equivalent; (b) in the case of settlement of RSUs for Shares, delivery of a share certificate to the Participant or the entry of the Participant's name on the share register for the Shares; or (c) in the case of settlement of the RSUs for a combination of Shares and the cash equivalent, a combination of (a) and (b).

Notwithstanding any other provision of the Plan, in the event that a RSU Settlement Date falls during a Black-Out Period or other trading restriction imposed by the Company and the Participant has not delivered a Unit Settlement Notice, then such RSU Settlement Date shall be automatically extended to the tenth (10th) Business Day following the date that such Black-Out Period or other trading restriction is lifted, terminated or removed.

The Plan serves several purposes for the Company. One purpose is to permit the Company to grant Awards to Eligible Participants (as defined in the Plan), subject to certain conditions as set forth in the Plan, for purpose of securing for the Company and its shareholder the benefits of incentive interest in Share ownership by the Eligible Participants.

To be approved, the ordinary resolution must be passed by a majority of the votes of shareholders cast thereon at the Meeting.

Shareholders will be asked at the Meeting to consider and, if thought advisable, approve and ratify the Plan, by means of an ordinary resolution, substantially in the following form:

“BE IT RESOLVED THAT:

- (1) the omnibus incentive plan (the “**Plan**”), substantially in the form attached as Schedule “**A**” to the Circular of the Company dated **April 6, 2026**, is hereby approved as the Plan of the Company with effect as at, or immediately after, the time of listing the common voting shares and variable voting shares of the Company on the Toronto Stock Exchange or such other time or date as the Board of Directors of the Company may determine;
- (2) any director or officer be and is hereby authorized to make any and all additions, deletions and modifications to the Plan as may be necessary or advisable to give effect to this ordinary resolution or as may be required by applicable regulatory authorities including any stock exchange on which the Company's shares are or will be listed;
- (3) any director or officer be and is hereby authorized, to execute and deliver all such other deeds, documents and other writings and perform such other acts as may be necessary or desirable to give effect to this resolution; and
- (4) notwithstanding approval of the Shareholders of the Company as herein provided, the Board may, in its sole discretion, determine not to adopt the Plan without further approval of the Shareholders of the Company”
(the “**Omnibus Plan Resolution**”).

The Board unanimously recommends that Shareholders vote FOR the Omnibus Plan Resolution. Unless otherwise specified, the persons named in the enclosed form of proxy will vote for the resolution. The proposal requires the approval of a majority of the votes cast by the holders of Shares present in person or represented by proxy at the Meeting.

5. APPROVAL OF SHARE CONSOLIDATION

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, a special resolution in the form set out below (the “**Consolidation Resolution**”) to approve a consolidation of the issued and outstanding Shares (the “**Share Consolidation**”) on the basis of up to twenty (20) pre-Consolidation Shares for one (1) post-Consolidation Share (the “**Consolidation Ratio**”), as and when determined by the Board in its sole discretion.

In addition to the requirement that Shareholders approve the Consolidation Resolution, the ability of the Board to effect the Share Consolidation is subject to the approval of the Exchange. Notwithstanding the foregoing, even if the

Consolidation Resolution is approved by Shareholders at the Meeting, the Board may elect to revoke the Consolidation Resolution and abandon the Share Consolidation without prior approval of, or notice to, Shareholders.

Principal Reasons for Effecting the Share Consolidation

The Board believes that it is in the best interests of the Company to have the authority to implement the Share Consolidation for the following reasons:

- (i) *Increased investor interest.* A higher post-consolidation share price could help generate interest in the Company among new and existing investors. While decreasing the number of Shares outstanding may not, by itself, affect the marketability of the Shares, in practice many investors, including institutional investors and investment funds, consider low-priced shares as unduly speculative in nature and, as a matter of policy, avoid investments in such shares. As a result, a higher anticipated share price may meet investing guidelines for certain investors that are currently prevented under their investing guidelines from investing in the Shares at current price levels, and may allow such investors to leverage their investment by meeting margin eligibility requirements; where commissions are based on the number of shares traded, investors pay lower commissions to trade a fixed value of shares where the per share price is higher; and;
- (ii) *Improved liquidity.* The aggregate potential effect of increased interest from investors and potentially lower transaction costs could ultimately improve the trading liquidity of the shares.

There can be no assurance that any increase in the market price per Share, any increase in investor interest or improved liquidity would result from the proposed Share Consolidation.

Principal Effects of the Share Consolidation

The principal effects of the Share Consolidation would be:

- (i) Reduction in the number of Shares outstanding. The number of Shares issued and outstanding will be reduced from 672,708,586 Shares (as of the date of this Circular) to 33,635,429, assuming the Consolidation ratio is completed on the basis of twenty (20) pre-Consolidation Shares for one (1) post-Consolidation Share; and
- (ii) Adjustments to the outstanding options, RSUs and share purchase warrants of the Company. The exercise price and the number of Common Shares issuable under the Company's outstanding Options, RSUs and share purchase warrants will be proportionately adjusted, with any fraction rounded down to the nearest whole number.

If the Consolidation Resolution is approved, the Share Consolidation would be implemented, if at all, only upon determination by the Board that it is in the best interests of the Company at that time. In connection with any determination to implement the Share Consolidation, the Board will set the timing for such Share Consolidation, subject to receipt of all necessary regulatory approvals, including the approval of the Exchange. No further action on the part of Shareholders would be required in order for the Board to implement the Share Consolidation.

The Share Consolidation will not materially affect any Shareholder's proportionate voting rights. Each Share outstanding after the Share Consolidation will be fully paid and non-assessable and will entitle the holder to one vote per Share (subject to the thresholds on Variable Voting Shares – see “*Voting Securities and Principal Holders of Voting Securities*”).

If approved and implemented, the Share Consolidation will occur simultaneously for all the Shares, and the Consolidation Ratio will be the same for all the Shares. Except for any variances attributable to fractional shares, the change in the number of issued and outstanding Shares that will result from the Share Consolidation will cause no change in the capital attributable to the Shares and will not materially affect any Shareholder's percentage ownership in the Company, even though such ownership will be represented by a smaller number of Shares. Any fractional Shares resulting from the Share Consolidation will be rounded down to the nearest whole number and any such fractional interest will be cancelled without consideration.

Certain Risks Associated with the Share Consolidation

The effect of the Share Consolidation upon the market price of the Shares cannot be predicted with certainty, and the history of share consolidations for corporations similar to the Company is varied. Certain risks associated with the Share Consolidation are as follows:

The Company's total market capitalization immediately after the proposed Share Consolidation may be lower than immediately before the proposed Share Consolidation.

There are numerous factors and contingencies that could affect the Share price prior to or following the Share Consolidation, including the status of the market for the Shares at the time, the status of the Company's reported financial results in future periods, and general economic, geopolitical, stock market and industry conditions. Accordingly, the market price of the Shares may not be sustainable at the direct arithmetic result of the Share Consolidation and may be lower.

A decline in the market price of the Shares after the Share Consolidation may result in a greater percentage decline than would occur in the absence of a consolidation, and liquidity could be adversely affected following such consolidation

If the Share Consolidation is implemented and the market price of the Shares declines, the percentage decline may be greater than would occur in the absence of the Share Consolidation. The market price of the Shares will, however, also be based on the Company's performance and other factors, which are unrelated to the number of Shares outstanding.

While the Board believes that a higher share price may provide the benefits described above, the Share Consolidation may not result in a share price that will attract institutional investors or investment funds. As a result, the liquidity of the Shares may not improve after giving effect to the Consolidation. Furthermore, the liquidity of the Shares could be adversely affected by the reduced number of Shares that would be outstanding after the Share Consolidation.

The Share Consolidation may result in some Shareholders owning "odd lots" of less than 100 Shares on a post-consolidation basis, which may be more difficult to sell, or require greater transaction costs per share to sell

The Share Consolidation may result in some Shareholders owning "odd lots" of less than 100 Shares on a post-consolidation basis. "Odd lots" may be more difficult to sell or require greater transaction costs per Share to sell, than Shares held in "board lots" of even multiples of 100 Shares.

Procedure for Implementing the Share Consolidation

If the Consolidation Resolution is approved by Shareholders and the Board decides to implement the Consolidation, the Company will file the Consolidation Amendment with the Director under the CBCA in the form prescribed by the CBCA to amend the Company's Articles. The Consolidation will become effective as specified in the Consolidated Amendment and the certificate of amendment issued by the CBCA.

Effect on Registered Holders

If the proposed Share Consolidation is approved by Shareholders and implemented, registered Shareholders will be required to exchange their share certificates representing pre-consolidation Shares for new share certificates representing post-consolidation Shares. Following the announcement by the Company of the Consolidation Ratio selected by the Board the effective date of the Share Consolidation, registered Shareholders will be provided with a letter of transmittal by the Company's transfer agent, Computershare, to be used for the purpose of surrendering their certificates representing the then outstanding Shares to such transfer agent in exchange for new share certificates representing Shares after giving effect to the Share Consolidation. After the Share Consolidation, share certificates representing pre-consolidation Shares will: (i) not constitute good delivery for the purposes of trades of Shares post-consolidation; and (ii) be deemed for all purposes to represent the number of Shares to which the shareholder is entitled as a result of the Share Consolidation. No delivery of a new share certificate to a Shareholder will be made until the Shareholder surrenders its certificates representing the pre-consolidation Shares along with the letter of transmittal to the registrar

and transfer agent of the Company in the manner detailed therein.

Effect on Non-Registered Holders

Non-Registered Beneficial Holders holding their Shares through a bank, broker or other nominee should note that such banks, brokers or other nominees may have specific procedures for processing the Share Consolidation. If you hold your Shares with such a bank, broker or other nominee and if you have any questions in this regard, you are encouraged to contact your nominee.

Shareholder Approval of Consolidation Resolution

In order to be adopted, the Consolidation Resolution must be approved by special resolution of the Shareholders, being 66 2/3% of the votes cast by Shareholders present in person or by proxy at the Meeting. The text of the Consolidation Resolution to be submitted to shareholders at the Meeting is set forth below:

“BE IT RESOLVED AS A SPECIAL RESOLUTION, THAT:

1. The articles of Volatus Aerospace Inc. (the “**Company**”) be amended to provide that:
 - (i) the authorized share capital of the Company is altered by consolidating (the “**Consolidation**”) all of the issued and outstanding common voting and variable voting shares of the Company (the “**Shares**”) on the basis of a consolidation ratio of up to twenty (20) pre-Consolidation Shares for one (1) post-Consolidation Share, as and when determined by the board of directors in its sole discretion; and
 - (ii) any fractional Share arising post-Consolidation be deemed to have been tendered by its registered owner to the Company for cancellation and will be returned to the authorized but unissued share capital of the Company;
2. any director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Company may be necessary or desirable to carry out the terms of the foregoing resolutions; and
3. notwithstanding that this resolution has been duly passed by the shareholders, the directors are hereby authorized and empowered, if they decide not to proceed with this resolution, to revoke this resolution, at their sole discretion, in whole or in part at any time prior to it being given effect without further notice to, or approval of, the shareholders.”

The Board unanimously recommends that Shareholders vote FOR the Consolidation Resolution. Unless otherwise specified, the persons named in the enclosed form of proxy will vote for the resolution. The proposal requires the approval of at least 66 2/3% of the votes cast by the holders of Shares present in person or represented by proxy at the Meeting.

8. APPROVAL OF ADVANCE NOTICE BY-LAW

At the Meeting, Shareholders will be asked to consider and, if thought advisable, pass an ordinary resolution adopting and approving the Advance Notice By-Law of the Company to improve alignment with the TSX and market standards.

The full text of the Advance Notice By-Law is attached hereto as Schedule “B”. Set forth below is a summary of the Advance Notice By-Law. The Advance Notice By-Law of the Company was approved by the Board on April 6, 2026, subject to and effective upon approval by Shareholders of the Company at the Meeting. In order to be effective, an ordinary resolution requires approval by a majority of the votes cast by Shareholders for such resolution.

The purpose of the Advance Notice By-Law is to provide shareholders, directors and management of the Company with a clear framework for nominating directors. The Advance Notice By-Law fixes a deadline by which registered or beneficial owners of Common Shares must submit director nominations to the Company prior to any annual or special meeting of Shareholders, and sets forth the information to be provided and other procedures to be followed, in respect of

such nomination.

Subject only to the CBCA, applicable securities laws and the articles of the Company, only persons who are nominated in accordance with the procedures set out in the Advance Notice By-Law shall be eligible for election as directors to the Board. Nominations of persons for election to the Board may only be made at an annual meeting of shareholders, or at a special meeting of shareholders called for any purpose at which the election of directors is a matter specified in the notice of meeting: (a) by or at the direction of the Board or an authorized officer of the Company, including pursuant to a notice of meeting; (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of shareholders made in accordance with the provisions of the Act; or (c) by any person entitled to vote at such meeting (a “**Nominating Shareholder**”), who: (A) is, at the close of business on the date of giving notice in accordance with the Advance Notice By-Law and on the record date for notice of such meeting, either entered in the securities register of the Company as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) has given timely notice in proper written form as set forth in the Advance Notice By-Law.

In addition to any other applicable requirement, for a nomination made by a Nominating Shareholder to be timely notice, the Nominating Shareholder’s notice must be received by the corporate secretary of the Company at the head office of the Company within the time periods prescribed by the Advance Notice By-Law.

The complete text of the resolution (the “**Advance Notice By-law Resolution**”), which management intends to place before the Meeting, ratifying, adopting and approving Advance Notice By-law Resolution is as follows:

“BE IT RESOLVED AS AN ORDINARY RESOLUTION, THAT:

- (1) the Advance Notice By-Law of the Company, in the form attached as Schedule “B” to the Management Information Circular of the Company dated April 6, 2026, be and is hereby adopted and approved; and
- (2) any director or officer of the Company is hereby authorized to take any and all such other steps or actions as may be reasonably necessary or appropriate to execute and deliver for and in the name of and on behalf of the Company, whether under corporate seal or not, all such other certificates, instruments, agreements, documents and notices, and to take such further actions as may be necessary or appropriate in order to give effect to this resolution.”

The Board unanimously recommends that Shareholders vote FOR the Advance Notice By-law Resolution. Unless otherwise specified, the persons named in the enclosed form of proxy will vote for the resolution. The proposal requires the approval of a simple majority of the votes cast by the holders of Shares present in person or represented by proxy at the Meeting.

9. OTHER BUSINESS

Management of the Company is not aware of any matter to come before the Meeting other than those set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the form of proxy to vote the Shares represented thereby in accordance with their best judgment on such matter.

STATEMENT OF DIRECTORS COMPENSATION

The following table sets forth, to the extent required by the applicable securities legislation, all amounts of compensation provided to the directors of the Company for the most recent completed year ended December 31, 2025:

Name ⁽¹⁾	Fees Earned (\$)	Share-Based Awards (\$)	Option-Based Awards (\$) ⁽²⁾	Non-Equity Incentive Plan Compensation (\$)	Pension Value (\$)	All Other Compensation (\$)	Total (\$)
Ian McDougall	Nil	Nil	18,900	Nil	Nil	Nil	18,900
Andrew Leslie	Nil	Nil	6,300	Nil	Nil	96,000	102,300
Kevin Sherkin	Nil	Nil	6,300	Nil	Nil	Nil	6,300

Omar Mourad	Nil	Nil	6,300	Nil	Nil	Nil	6,300
Larry Taylor	Nil	Nil	Nil	Nil	Nil	Nil	6,300

Note:

⁽¹⁾ During year ended December 31, 2025, Mr. Glen Lynch was also Chief Executive Officer of the Company and did not receive any director fees. His compensation is disclosed in the Summary Compensation Table and elsewhere in this Circular.

Incentive Plan Awards of Directors

In addition, for their role as directors of the Company, each director of the Company who is not a Named Executive Officer may, from time to time, be awarded stock options under the provisions of the Stock Option Plan. Other than as disclosed above, there are no other arrangements under which the directors of the Company who are not Named Executive Officers were compensated by the Company or its subsidiaries during the two most recently completed financial years for their services in their capacity as directors of the Company.

The following table summarizes all outstanding director option-based and share-based awards as at December 31, 2025:

Director	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised in-the-money Options (\$) ⁽¹⁾	Number of Shares or Units of Shares that Have Not Vested	Market or Payout Value of Share-Based Awards that Have Not Vested (\$)	Market or Payout Value of Vested Share-Based Awards Not Paid Out or Distributed (\$) ⁽²⁾
Ian McDougall	1,606,500	0.36	31 Dec 2026	571,680			
	535,500	0.13	11 Aug 2028	316,560			
	135,000	0.14	2 Jan 2030	78,300			
Andrew Leslie	357,000	0.20	5 Oct, 2027	185,040			
	357,000	0.13	11 Aug 2028	211,040			
	45,000	0.14	2 Jan 2030	26,100			
Kevin Sherkin	100,000	0.70	30 June 2026	2,000			
	400,000	0.56	23 June 2027	64,000			
	45,000	0.14	2 Jan 2030	17,400			
Omar Mourad	45,000	0.14	2 Jan 2030	17,400			
Larry Taylor	200,000	0.70	30 June 2026	4,000			
	450,000	0.56	23 June 2027	72,000			
	45,000	0.14	2 Jan 2030	17,400			

Notes:

⁽¹⁾ During year ended December 31, 2025, Mr. Glen Lynch was Chief Executive Officer of the Company and did not receive any director fees. His compensation is disclosed in the Summary Compensation Table and elsewhere in this Circular.

Value Vested or Earned During the Financial Year ended December 31, 2025

The following table sets forth the value of all incentive plan awards of the Company granted to the Directors that vested or were awarded during the financial year ended December 31, 2025.

Director	Option-Based Awards – Value Vested During the Period (\$) ⁽¹⁾	Share-Based Awards – Value Vested During the Period (\$)	Non-Equity Incentive Plan Compensation – Value Earned During the Period (\$)
Ian McDougall	17,250	-	-
Andrew Leslie	11,500	-	-
Kevin Sherkin	-	-	-
Omar Mourad	-	-	-
Larry Taylor	-	-	-

(1) – Option value = vested option * option exercise price

STATEMENT OF EXECUTIVE COMPENSATION

Under applicable securities legislation, the Company is required to disclose certain financial and other information relating to the compensation of the Chief Executive Officer, the Chief Financial Officer and the most highly compensated executive officer of the Company as at December 31, 2025 whose total compensation was more than \$150,000 for the financial year of the Company ended December 31, 2025 (collectively the “Named Executive Officers”) and for the directors of the Company.

Summary Compensation Table

The following table provides a summary of compensation paid, directly or indirectly, for each of the two most recently completed financial years to the Named Executive Officers:

Table of Compensation excluding Compensation Securities									
Name and principal position	Year	Salary	Share-based awards	Option-based awards	Non-equity incentive plan compensation		Pension value	All other compensation ⁽¹⁾	Total compensation
		(\$)	(\$)	(\$)	(\$)		(\$)	(\$)	(\$)
					Annual incentive plans	Long-term incentive plans			
Glen Lynch ⁽¹⁾ Chief Executive Officer	2025	318,791	-	-	-	-	-	-	318,791
	2024	303,277	-	-	-	-	-	-	303,277
	2023	350,000	-	69,000	-	-	-	-	419,000
Abhinav Singhvi ⁽²⁾ Chief Financial Officer	2025	186,999	540,000	-	-	-	-	-	726,999
	2024	164,636	-	-	-	-	-	-	164,636
	2023	190,000	-	46,000	-	-	-	-	236,000
Rob Walker ⁽³⁾ Chief Commercial Officer	2025	166,359	162,000	-	-	-	-	-	328,359
	2024	160,634	-	-	-	-	-	-	160,634
	2023	165,000	-	34,500	-	-	-	-	199,500
Luc Masse ⁽⁴⁾ Executive Vice-President & Secretary	2025	192,652	183,000	-	-	-	-	-	375,652

	2024	155,651	-	-	-	-	-	155,651
	2023	180,000	-	69,000	-	-	-	249,000
Greg Colacitti ⁽⁵⁾ Chief Operating Officer	2025	150,905	204,000	-	-	-	-	354,905
Steve Magerias ⁽⁶⁾ Former Chief Executive Officer, Former Chief Operating Officer	2025	168,882	-	-	-	-	-	168,882
	2024	243,653	-	-	-	-	-	243,653
	2023	341,250	-	-	-	-	-	341,250
Manish Arora ⁽⁷⁾ Former Chief Financial Officer	2025	-	-	-	-	-	-	-
	2024	125,335	-	-	-	-	-	125,335
	2023	231,000	-	-	-	-	-	231,000
Mike McKeon ⁽⁸⁾ Former Interim Chief Financial Officer	2024	76,000	-	-	-	-	-	76,000

Notes:

- (1) Glen Lynch was appointed director and chief executive officer on August 30, 2024.
- (2) Abhinav Singhvi was appointed Chief Financial Officer on August 30, 2024.
- (3) Rob Walker was appointed Chief Commercial Officer on August 30, 2023.
- (4) Luc Masse was appointed Executive Vice-President & Secretary on August 30, 2024.
- (5) Greg Colacitti was appointed as Chief Operating Officer on Nov 7, 2024
- (6) Steve Magerias resigned as Chief Executive Officer of the Company on August 30, 2024 and resigned as Chief Operating Officer of the Company on September 10, 2024.
- (7) Manish Arora resigned as Chief Financial Officer of the Company on May 30, 2024.
- (8) Mike McKeon was appointed Interim Chief Financial Officer on May 30, 2024 and resigned as Interim Chief Financial Officer on August 30, 2024.

Stock Options and Other Compensation Securities

The following table provides a summary of all compensation securities granted or issued to each Named Executive Officer of the Company during the Company's most recently completed financial year of the Company for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries:

Name	Option-based Awards			Shares-Based Awards			
	Number of securities underlying exercised options	Option exercise price	Option Expiration Date	Value of unexercised in-the-money options ⁽¹⁾	Number of shares or units of shares that have not vested	Market or payout value of share based awards that have not vested	Market or payout value of vested share based awards not paid out or distributed
	(#)	(\$)		(\$)	(#)	(\$)	(\$)
	2,142,000	0.36	31-Dec-26	771,120.00			

Glen Lynch Chief Executive Officer	535,500	0.13	11-Aug-28	315,945.00			
Abhinav Singhvi Chief Financial Officer	1,071,000	0.36	31-Dec-26	385,560.00	2,750,000.00	1,980,000.00	-
	357,000	0.20	27-Jun-27	185,640.00			
	357,000	0.13	11-Aug-28	210,630.00			
Luc Masse Executive Vice-President & Secretary	535,500	0.36	31-Dec-26	192,780.00	1,050,000.00	756,000.00	
	357,000	0.20	27-Jun-27	185,640.00			
	535,500	0.13	11-Aug-28	315,945.00			
Rob Walker Chief Commercial Officer	535,500	0.36	31-Dec-26	192,780.00	950,000.00	684,000.00	
	357,000	0.20	27-Jun-27	185,640.00			
	267,750	0.13	11-Aug-28	157,972.50			
Greg Colacitti Chief Operating Officer	350,000	0.70	30-Jun-26	7,000.00	1,150,000.00	828,000.00	-
	250,000	0.56	23-Jun-27	40,000.00			

Stock Option Plan and other Incentive Plans

Stock Option Plan

The Company has in place the Stock Option Plan, which will be replaced by the Omnibus Equity Incentive Plan following approval by Shareholders and the TSX. The purpose of the Stock Option Plan is to, among other things, encourage Share ownership in the Company by directors, officers, employees and consultants of the Company and its affiliates and other designated persons. Stock options may be granted under the Stock Option Plan only to directors, officers, employees and consultants of the Company and its subsidiaries and other designated persons as designated from time to time by the Board.

The number of stock options which may be issued under the Stock Option Plan is limited to 10% of the number of Shares outstanding at the time of the grant of the stock options, which, for greater certainty, includes any Shares reserved for issuance pursuant to Awards granted under the Equity Incentive Plan. As at the date hereof, an aggregate of 67,270,859 Shares may be reserved for the grants of stock options and Awards pursuant to the Stock Option Plan and the Equity Incentive Plan, 17,722,067 stock options are outstanding, 13,317,371 RSUs are outstanding and an aggregate of 36,231,421 Shares remain available for issuance pursuant to the grant of stock options and Awards.

The number of Shares reserved for issue may not exceed (i) five percent of the issued and outstanding Shares to any one individual in any 12 month period, (ii) two percent of the issued and outstanding Shares to any one consultant retained by the Company in any 12 month period, or (iii) two percent of the issued and outstanding Shares to any one employee of the Company conducting investor relations activities in any 12 month period. Stock options granted under the Stock Option Plan may be exercised during a period not exceeding ten years, subject to earlier termination upon the termination of the optionee's employment, upon the optionee ceasing to be an employee, officer, director or consultant of the Company or any of its subsidiaries or ceasing to have a designated relationship with the Company, as applicable, or upon the optionee retiring, becoming permanently disabled or dying. Stock options must be exercised within 90 days of termination of employment or cessation of position with the Company, or such longer period not exceeding 12 months as may be determined by the Board, provided that if the cessation of office, directorship, consulting arrangement or employment was by reason of death, the stock option must be exercised within 12 months

after such death, subject to the expiry of such stock option. Any Shares subject to a stock option which is exercised, or for any reason is cancelled or terminated prior to exercise, will be available for a subsequent grant under the Stock

Option Plan.

The Stock Option Plan contains provisions permitting cashless exercise of options, in accordance with the policies of the TSXV. Pursuant to the Stock Option Plan, the vesting of options shall be at the discretion of the Board, provided that the Board shall seek to impose certain performance-based vesting criteria on at least 40% of options granted to officers of the Company, and, in accordance with the policies of the TSXV, options issued to consultants providing investor relations services must vest (and not otherwise be exercisable) in stages over a minimum of 12 months with no more than ¼ of the options vesting in any 3 month period.

The stock options are non-assignable and non-transferable. The Stock Option Plan contains provisions for adjustment in the number of Shares issuable thereunder in the event of a subdivision, consolidation, reclassification or change of the Shares, a merger or other relevant changes in the Company's capitalization. Subject to shareholder approval in certain circumstances, the Board may from time to time amend or revise the terms of the Stock Option Plan or may terminate the Stock Option Plan at any time.

Equity Incentive Plan

The Equity Incentive Plan is a "rolling up to 10%" plan, within the meaning of TSXV Policy 4.4 – Security Based Compensation, under which the maximum number of Shares reserved for issuance, in the aggregate, pursuant to the Awards granted under the Equity Incentive Plan, and securities granted under any other share compensation arrangement (if any), which, for greater certainty, includes stock options granted under the Stock Option Plan, shall be equal to a maximum of 10% of the issued and outstanding Shares as at the date of grant. As at the date hereof, an aggregate of 67,270,859 Shares may be reserved for the grants of stock options and Awards pursuant to the Stock Option Plan and the Equity Incentive Plan, 17,722,067 stock options are outstanding, 13,317,371 RSUs are outstanding and an aggregate of 36,231,421 Shares remain available for issuance pursuant to the grant of stock options and Awards. The Equity Incentive Plan will be replaced by the Omnibus Equity Incentive Plan following approval by Shareholders and the TSX.

In no event will the Equity Incentive Plan, together with the Stock Option Plan and any other established and outstanding share compensation arrangement (if any), permit at any time: (a) the maximum aggregate number of Shares that are issuable pursuant to all Awards granted or issued to insiders (as a group) to exceed 10% of the Shares at any point in time; (b) the maximum aggregate number of Shares that are issuable pursuant to all Awards granted or issued in any 12 month period to insiders (as a group) to exceed 10% of the Shares, calculated as at the date any Award is granted or issued to any Insider; or (c) the maximum aggregate number of Shares that are issuable pursuant to all Awards granted or issued in any 12 month period to any one Person (and where permitted under the Equity Incentive Plan, any companies that are wholly owned by that Person) to exceed 5% of the Shares, calculated as at the date any Award is granted or issued to the Person, unless the Company has obtained the requisite disinterested Shareholder approval.

The maximum aggregate number of Shares that are issuable pursuant to all Awards granted or issued in any 12-month period to any one Consultant must not exceed 2% of the number of Shares issued and outstanding, calculated as at the date any Award is granted or issued to the Consultant.

Subject to the limits on the grant of Awards set forth in the Equity Incentive Plan, the Board may make Awards to Non-Employee Directors under the Equity Incentive Plan, provided that: (a) the annual grant of Awards under the Equity Incentive Plan to any one Non-Employee Director shall not exceed \$150,000 in value (based on a Black-Scholes calculation or such other similar and acceptable methodology, applied consistently and appropriately as determined by the Board); and (b) the maximum number of Shares that may be made issuable pursuant to Awards made to all Non-Employee Directors within any one-year period shall not exceed 1% of the Outstanding Issue (as of the commencement of such one-year period).

Under the Equity Incentive Plan, an Eligible Participant means: (a) in respect of a grant of Share Units, any director, executive officer, employee or Management Company Employee, or Consultant of the Company or any Subsidiary, and (b) in respect of a grant of DSUs, any Non-Employee Director. Investor Relations Service Providers may not receive any Awards. For so long as the Company is listed on the TSXV, the Board will, through the establishment of appropriate procedures as determined by the Board in its discretion from time to time, monitor the trading in the securities of the Company by all Investor Relations Service Providers. These procedures may include, for example, the establishment of a designated brokerage account through which an Investor Relations Service Provider conducts all trades in the

securities of the Company or a requirement that Investor Relations Service Providers file reports of their trades with the Board on a basis that is similar to reports required to be filed by Insiders under National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*.

Share Units

A Share Unit is an Award in the nature of a bonus for services rendered in the year of grant, which, upon settlement, entitles the recipient Participant to receive a cash payment equal to the Market Value of a Share (or, at the sole discretion of the Company, a Share), subject to such restrictions and conditions on vesting as the Board may determine at the time of grant, unless such Share Unit expires prior to being settled. Restrictions and conditions on vesting conditions may, without limitation, be based on the passage of time during continued employment or other service relationship (sometimes referred to as a "**Restricted Share Unit**"), the achievement of specified Performance Criteria (sometimes referred to as a "**Performance Share Unit**"), or both.

Share Unit Awards

Subject to the provisions of the Equity Incentive Plan and any Shareholder or regulatory approval which may be required, the Board may, from time to time, in its sole discretion: (a) designate the Eligible Participants who may receive Share Units; (b) fix the number of Share Units, if any, to be granted to each Eligible Participant and the date(s) on which such Share Units will be granted; (c) determine the relevant conditions, vesting provisions (including the applicable Performance Period and Performance Criteria, if any) and the Restriction Period of each Share Unit; and (d) determine any other terms and conditions applicable to each Share Unit, which need not be identical and which may include non-competition provisions, in each case subject to the terms and conditions of the Equity Incentive Plan, any applicable Share Unit agreement and the rules of the TSXV.

Each Share Unit will vest in accordance with the terms of the Share Unit agreement entered into in respect of such Share Unit, provided that no Share Unit will vest before one year after the date of grant.

Share Unit Agreements

Each grant of a Share Unit will be evidenced by a Share Unit agreement. Each Share Unit agreement will be subject to all applicable terms and conditions of the Equity Incentive Plan and any other terms and conditions (including any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) as the Board may deem appropriate, provided that they are not inconsistent with the Equity Incentive Plan.

Vesting of Share Units

Subject to the requirements under Policy 4.4 of the TSXV Corporate Finance Manual, the Board will have sole discretion to: (a) determine if any vesting conditions with respect to a Share Unit, including any performance criteria or other vesting conditions contained in the applicable Share Unit agreement, have been met; (b) waive any vesting conditions applicable to a Share Unit (or deem them to be satisfied); and (c) extend the restriction period with respect to any Share Unit, subject to certain limitations. Acceleration of vesting is permitted in connection with a Participant's death or where a Participant ceases to be an Eligible Participant in connection with a change of control, take-over bid, reverse takeover or other similar transaction.

Redemption / Settlement of Share Units

Subject to the terms of the Equity Incentive Plan, a Participant's vested Share Units will be redeemed on the date that is the earliest of: (a) the 15th day following the applicable vesting date for such Share Units (or, if such day is not a Business Day, on the immediately following Business Day); or (b) the applicable Share Unit outside expiry date.

All Share-settled Share Units shall be redeemed by the Company issuing, on the redemption date, Shares from treasury to the Participant (or its legal representative).

All cash-or-Share settled Share Units will be settled by the Company, in the Company's sole discretion, on the redemption date either: (a) by a cash payment to the holder; (b) by the issuance of Shares from treasury to the holder;

(c) by paying all or a portion of the cash payment obligation to a designated broker, who will use the funds received to purchase Shares in the open market, which Shares will be registered in the name of said designated broker in a separate account for the holder's benefit; or (d) by a combination of any of the foregoing.

No payment, whether in cash or in Shares, will be made in respect of the settlement of any cash-or-Share settled Share Unit later than December 15th of the third calendar year following the end of the calendar year in respect of which such Share Unit is granted.

Determination of Amounts

The cash payment obligation arising in respect of the redemption and settlement of a vested cash-or-Share settled Share Unit will be equal to the Market Value of a Share as of the applicable redemption date.

If the Company elects to settle all or a portion of a holder's vested cash-or-Share settled Share Units or Share settled Share Units by the issuance of Shares, the Company will, for each such vested Share Unit which the Company elects to settle in Shares, issue one Share, subject to certain adjustments and withholdings.

Award of Dividend Equivalents

Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of unvested Share Units in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a Shareholder on the relevant record date. In the event that a holder's Share Units do not vest, all dividend equivalents, if any, associated with such Share Units will be forfeited by the holder.

Deferred Share Units

Nature of a DSU

A DSU is an Award granted to an Eligible Participant in a phantom award that, upon settlement, entitles such holder to receive cash or acquire Shares, as determined by the Board in its sole discretion, subject to such restrictions and conditions on vesting as the Board may determine at the time of grant and unless such DSU expires prior to being settled.

Market Fluctuation

The aggregate of all amounts which may be received in respect of a DSU will depend, at all times, on the fair market value of Shares or of a corporation related thereto at a time that is within the period that commences one year prior to the holder's termination date and ends at the time the amount is received.

DSU Awards

Subject to the provisions of the Equity Incentive Plan, any Shareholder or regulatory approval which may be required, and the requirements of applicable Canadian and U.S. taxation laws, the Board may, from time to time, in its sole discretion: (a) designate the Eligible Participants who may receive DSUs; (b) fix the number of DSUs, if any, to be granted to each Eligible Participant and the date(s) on which such DSUs will be granted; and (c) determine the relevant conditions and vesting provisions for such DSUs, in each case subject to the terms and conditions of the Equity Incentive Plan, any applicable DSU agreement and the rules of the TSXV.

Each DSU will vest in accordance with the terms of the DSU agreement entered into in respect of such DSU, provided that no DSU will vest before one year after the date of grant. Acceleration of vesting is permitted in connection with a Participant's death or where a Participant ceases to be an Eligible Participant in connection with a change of control, take-over bid, reverse takeover or other similar transaction.

Subject to the vesting and other conditions and provisions in the Equity Incentive Plan and any applicable DSU agreement, each DSU will entitle the holder to receive, on settlement, a cash payment equal to the Market Value of a Share or, in the sole discretion of the Board, one Share, or any combination of cash and Shares as the Company in its sole discretion may determine.

Notwithstanding anything to the contrary, DSUs must expire within a reasonable period following a Participant ceasing to be an Eligible Participant (maximum of 12 months). The maximum period that there will be an entitlement to make a claim after the death of a Participant will be no greater than 12 months following the death of the Participant.

DSU Agreements

Each grant of a DSU will be evidenced by a DSU agreement. Each DSU agreement will be subject to all applicable terms and conditions of the Equity Incentive Plan and any other terms and conditions (including any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) as the Board may deem appropriate, provided that they are not inconsistent with the Equity Incentive Plan.

Redemption / Settlement of DSUs

Except as otherwise provided in the Equity Incentive Plan, (a) DSUs of a holder who is a U.S. taxpayer will be redeemed and settled by the Company as soon as reasonably practicable following the holder's separation from service, and (b) DSUs of a holder who is not a U.S. taxpayer will be redeemed and settled by the Company as soon as reasonably practicable following the holder's termination date, but in any event not later than, and any payment (whether in cash or in Shares) in respect of the settlement of such DSUs will be made no later than, December 15th of the first calendar year commencing immediately after the holder's termination date.

The Company will have, in its sole discretion, the ability to elect to settle all or any portion of the cash payment obligation arising in respect of the redemption and settlement of a holder's DSUs either: (a) by the issuance of Shares to the holder on the DSU redemption date, or (b) by paying all or a portion of such cash payment obligation to a designated broker, who will use the funds received to purchase Shares in the open market, which Shares will be registered in the name of the designated broker in a separate account for the holder's benefit.

Determination of Amounts

The cash payment obligation arising in respect of the redemption and settlement of a vested DSU will be equal to the Market Value of a Share as of the applicable DSU redemption date.

If the Company elects to settle all or a portion of the cash payment obligation arising in respect of the redemption of a Participant's DSUs by the issuance of Shares, the Company will issue for each DSU, one Share, subject to adjustment and withholdings.

Award of Dividend Equivalents

Dividend Equivalents may, as determined by the Board in its sole discretion, be awarded in respect of unvested DSUs in a Participant's Account on the same basis as cash dividends declared and paid on Shares as if the Participant was a Shareholder on the relevant record date. The Company may award the Dividend Equivalents in cash (rather than DSUs) where there is an insufficient number of Shares reserved for issuance pursuant to Awards under the Equity Incentive Plan, or where the grant of additional DSUs would result in breaching any limit on grants or issuances contained in the Equity Incentive Plan or in any Exchange Rules. Any additional DSUs credited to a Participant's Account as a Dividend Equivalent shall be subject to the same terms and conditions (including vesting and Restriction Periods) as the DSUs in respect of which such additional DSUs are credited, and shall be deemed to be subject to the same terms and conditions including expiry date as the DSUs in respect of which such additional DSUs are credited. In the event that a holder's DSUs do not vest, all Dividend Equivalents, if any, associated with such DSUs will be forfeited by the holder.

General Conditions of Awards

Each Award will be subject to the following conditions:

- *Vesting Period.* Each Award shall vest in accordance with the terms of the Equity Incentive Plan and the Grant Agreement entered into in respect of such Award. The Board has the right, in its sole discretion, subject to the

vesting requirements in section 4.6 of Policy 4.4 of the TSXV Corporate Finance Manual to waive any vesting conditions or accelerate the vesting of any Award, or to deem any Performance Criteria or other vesting conditions to be satisfied, notwithstanding the vesting schedule set forth for such Award at the time of grant.

- *Non-Transferability.* Each Award is personal to the holder and will not be assignable or transferable by such holder, whether voluntarily or by operation of law, except by will or by the laws of descent and distribution. Each Award may be exercised only by (a) the Eligible Participant to whom such Award is granted; (b) upon a holder's death, by the legal representative of such Eligible Participant's estate; or (c) upon a holder's incapacity, the legal representative having authority to deal with the property of such Participant.
- *Termination and Resignation.* Except as otherwise provided in any employment agreement or consulting agreement or in any Award agreement, each Award will be subject to the following conditions:
- *Termination for Cause and Resignation.* Upon a Participant ceasing to be an Eligible Participant for cause, or as a result of their resignation from the Company, the Participant's participation in the Equity Incentive Plan will be terminated immediately, all Awards that have not vested will be forfeited and cancelled, and the Participant's rights that relate to unvested Awards will be forfeited and cancelled on the termination date.
- *Death, Retirement, Permanent Disability, or Termination not for Cause.* Except as otherwise determined by the Board from time to time, in its sole discretion, upon a Participant ceasing to be an Eligible Participant as a result of: (a) death, (b) retirement, (c) Termination of Service for reasons other than for Cause, (d) such Participant's employment or service relationship with the Company or a Subsidiary being terminated by reason of injury or disability, or (e) becoming eligible to receive long-term disability benefits (provided that, for greater certainty, such eligibility and the effective date thereof shall be confirmed in writing to the Company by the insurance company providing such benefits), all unvested Awards will be forfeited and cancelled. Notwithstanding the foregoing, if the Board, in its sole discretion, instead accelerates the vesting or waives vesting conditions with respect to all or some portion of outstanding unvested Awards, the date of such action is the vesting date, provided that the Awards will expire no later than the date that is 12 months from the date that the holder ceases to be an Eligible Participant.
- *Leave of Absence.* A Participant's employment or service relationship with the Company or a Subsidiary shall be deemed to continue intact during any sick leave or other *bona fide* leave of absence if the period of such leave does not exceed 90 days or, if longer, for so long as the Participant's right to reemployment is guaranteed either by statute or by contract. If the period of such leave exceeds 90 days and the Participant's reemployment is not so guaranteed, then the Participant's employment shall be deemed to have terminated on the ninety-first day of such leave.
- Notwithstanding anything to the contrary, Share Units must expire within a reasonable period following a Participant ceasing to be an Eligible Participant (maximum of 12 months).

Administration, Adjustments, Change of Control and Amendments

Administration

The Equity Incentive Plan will be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee appointed by the Board.

Adjustments

In the event of: (a) any subdivision of the Shares into a greater number of Shares; (b) any consolidation of the Shares into a lesser number of Shares; (c) any reclassification, reorganization or other change affecting the Shares; (d) any merger, amalgamation, consolidation or other business combination of the Company with or into any other Person, or (e) any distribution to all holders of Shares or other securities in the capital of the Company of cash, evidences of indebtedness or other assets of the Company (excluding an ordinary course dividend in cash or Shares, but including for greater certainty shares or equity interests in a Subsidiary or business unit of the Company or one of its Subsidiaries or cash proceeds of the disposition of such a Subsidiary or business unit) or any transaction or change having a similar

effect, then the Board will in its sole discretion, subject to the required approval of the TSXV and Shareholder approval where applicable, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the holder in respect of such Award in connection with such occurrence or change.

Change of Control

If the Company completes a transaction constituting a change of control and within 12 months following the change of control an Eligible Participant who was also an officer or employee of, or consultant to, the Company prior to the change of control has their employment agreement or consulting agreement terminated, then all unvested Share Units will become vested, and the holder's termination date will be deemed to be the vesting date.

Amendments

The Board may amend the Equity Incentive Plan or any Award at any time without the consent of the holders, provided that such amendment will: (a) not adversely alter or impair the rights of any holder, without the consent of such holder, except as permitted by the provisions of the Equity Incentive Plan; (b) be in compliance with applicable law (including applicable taxation laws), and subject to any regulatory approvals where required, including the approval of the TSXV; and (c) be subject to Shareholder approval to the extent such approval is required by applicable law or the requirements of the TSXV. The Board may, from time to time, in its absolute discretion and without approval of the Shareholders, make the following amendments: (a) any amendment necessary to comply with applicable law (including taxation laws) or the requirements of the TSXV or any other regulatory body to which the Company is subject; (b) any amendment of a "housekeeping" nature; (c) any amendment regarding the administration or implementation of the Equity Incentive Plan; (d) any amendment to adopt a clawback provision applicable to equity compensation; or (e) any other amendment that does not require approval of Shareholders.

The Board will be required to obtain Shareholder approval, including, if required by the TSXV, disinterested Shareholder approval, to make the following amendments: (a) increase the maximum number of Shares issuable under the Equity Incentive Plan; (b) any amendment which extends the expiry date of any Award, or the Restriction Period of any Share Unit, beyond the original expiry date or Restriction Period; (c) any amendment to the number of Shares that may be issuable pursuant to Awards made to employees and Non-Employee Directors; (d) any amendment which would permit Awards granted under the Equity Incentive Plan to be transferable or assignable (other than for normal estate settlement purposes); (e) any amendment to the limits on Awards to Non-Employee Directors; and (f) any amendment to the definition of "Eligible Participant" under the Equity Incentive Plan.

Any amendments to the terms of the Equity Incentive Plan or the grants or issuances of Awards will be subject to the approval of the TSXV, and subject to Shareholders' approval where applicable.

Employment, Consulting and Management Agreements

Other than as set forth below, the Company does not and did not during the most recently completed financial year, have in place any employment agreements between the Company or any subsidiary or affiliate thereof and any of its Named Executive Officers or directors.

Compensation Discussion and Analysis

Principles of Executive Compensation

The Company believes in linking an individual's compensation to his or her performance and contribution as well as to the performance of the Company as a whole. The primary components of the Company's executive compensation are base salary and stock options and other equity-based awards. The Board believes that the mix between base salary and incentives must be reviewed and tailored to each executive based on their role within the organization as well as their own personal circumstances. The overall goal is to successfully link compensation to the interests of the shareholders. The following principles form the basis of the Company's executive compensation program:

1. align the interests of executives and shareholders;

2. attract and motivate executives who are instrumental to the success of the Company and the enhancement of shareholder value;
3. pay for performance;
4. ensure compensation methods have the effect of retaining those executives whose performance has enhanced the Company's long term value; and
5. connect, if possible, the Company's employees into principles 1 through 4 above.

The Board is responsible for the Company's compensation policies and practices. The Board has the responsibility to review and make recommendations concerning and determine the compensation of the directors of the Company and the Named Executive Officers within the constraints of the agreements described under "*Employment, Consulting and Management Agreements*" above. The Board also has the responsibility to make recommendations concerning annual bonuses and grants to eligible persons under the Stock Option Plan and the Equity Incentive Plan. The Board also reviews and approves the hiring of executive officers.

Base Salary

The Board approves the salary ranges for the Named Executive Officers. The base salary review for each Named Executive Officer is based on assessment of factors such as current competitive market conditions, compensation levels within the peer group and particular skills, such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance of the particular individual. Comparative data for the Company's peer group is also accumulated from a number of external sources including independent consultants. The Company's policy for determining salary for executive officers of the Company is consistent with the administration of salaries for all other employees.

Annual Incentives

The Company, in its discretion, may award annual bonuses in order to motivate executives to achieve short-term corporate goals. The Board approves annual incentives.

The success of Named Executive Officers in achieving their individual objectives and their contribution to the Company in reaching its overall goals are factors in the determination of their annual bonus. The Board assesses each Named Executive Officer's performance on the basis of his or her respective contribution to the achievement of the predetermined corporate objectives, as well as to needs of the Company that arise on a day-to-day basis. This assessment is used by the Board in developing its recommendations with respect to the determination of annual bonuses for the Named Executive Officers.

Compensation and Measurements of Performance

It is the intention of the Board to approve targeted amounts of annual incentives for each Named Executive Officer at the beginning of each financial year. The targeted amounts will be determined by the Board based on a number of factors, including comparable compensation of similar companies.

Achieving predetermined individual and/or corporate targets and objectives, as well as general performance in day-to-day corporate activities, will trigger the award of a bonus payment to the Named Executive Officers. The Named Executive Officers will receive a partial or full incentive payment depending on the number of the predetermined targets met and the Board's assessment of overall performance. The determination as to whether a target has been met is ultimately made by the Board and the Board reserves the right to make positive or negative adjustments to any bonus payment if they consider them to be appropriate.

Long Term Compensation

The Company currently has no long-term incentive plans, other than stock options granted from time to time by the Board under the provisions of the Stock Option Plan and Awards granted from time to time by the Board under the provisions

of the Equity Incentive Plan.

Pension Disclosure

There are no pension plan benefits in place for the Named Executive Officers or the directors of the Company.

Termination and Change of Control Benefits

The Company has not provided compensation, monetary or otherwise, during the preceding fiscal year, to any person who now acts or has previously acted as a Named Executive Officer or director of the Company in connection with or related to the retirement, termination or resignation of such person. The Company has not provided any compensation to such persons as a result of a change of control of the Company, its subsidiaries or affiliates. Except as set forward under “*Employment, Consulting and Management Agreements*”, the Company is not party to any compensation plan or arrangement with Named Executive Officers or directors of the Company resulting from the resignation, retirement or the termination of employment of such person.

SECURITIES AUTHORIZED FOR ISSUE UNDER EQUITY COMPENSATION PLAN

The following table sets forth information with respect to all compensation plans of the Company under which equity securities are authorized for issue as of December 31, 2025:

Plan Category	Number of securities to be issued upon exercise of outstanding options, RSUs and DSUs (#)	Weighted-average exercise price of outstanding options, RSUs and DSUs (\$)	Number of securities remaining available for future issuance under equity compensation plans (#)
Equity compensation plans approved by securityholders ⁽¹⁾	25,545,643	0.175	41,278,919
Equity compensation plans approved by securityholders	Nil	Nil	Nil
Total	25,545,643	0.175	41,278,919

Note:

(1) Each of the Stock Option Plan and the Equity Incentive Plan is a "rolling up to 10%" plan, within the meaning of TSXV Policy 4.4 – Security Based Compensation, such that the maximum aggregate number of Shares that may be reserved for issue pursuant to the Stock Option Plan and the Equity Incentive Plan will not exceed 10% of the outstanding Shares at the time of the grant of the stock option under the Stock Option Plan or the Award under the Equity Incentive Plan, as applicable. As at the date of this Information Circular, an aggregate of 67,270,859 Shares may be reserved for issue pursuant to the Stock Option Plan and the Equity Incentive Plan, 17,722,067 stock options have been issued, 13,317,371 RSUs have been issued and an aggregate of 36,231,421 Shares remain available for issue under the Stock Option Plan and the Equity Incentive Plan.

Outstanding Share-Based Awards and Option-Based Awards

The following table sets forth all share-based and option-based awards of the Company granted to the Named Executive Officers that were granted and remained outstanding during the financial year ended December 31, 2025.

Name	Option-Based Awards				Share-Based Awards		
	Number of Securities Underlying Unexercised Options	Option Exercise Price (\$)	Option Expiration Date	Value of Unexercised in-the-money Options (\$) ⁽¹⁾	Number of Shares or Units of Shares that Have Not Vested	Market or Payout Value of Share-Based Awards that Have Not Vested (\$)	Market or Payout Value of Vested Share-Based Awards Not Paid Out or Distributed (\$) ⁽²⁾

Glen Lynch								
Chief Executive Officer	2,142,000	0.36	Dec 31, 2026	762,240				Nil
	535,500	0.13	Aug 11, 2028	535,500	-	-		
Abhinav Singhvi	1,071,000	0.36	Dec 31, 2026	381,120				
Chief Financial Officer	357,000	0.20	June 27, 2027	185,040	2,750,000		1,980,000	Nil
	357,000	0.13	Aug 11, 2028	211,040				
Rob Walker	535,500	0.36	Dec 31, 2026	190,560				
Chief Commercial Officer	357,000	0.20	June 27, 2027	185,040	950,000		684,000	Nil
	267,750	0.13	Aug 11, 2028	158,280				
Greg Colacitti								
Chief Operating Officer	350,000	0.70	30 June 2026	7,000	1,150,000		828,000	Nil
	250,000	0.56	23 June 2027	40,000				
Luc Masse	535,500	0.36	Dec 31, 2026	190,560				
Executive Vice-President & Secretary	357,000	0.20	June 27, 2027	185,040	1,050,000		756,000	Nil
	535,500	0.13	Aug 11, 2028	316,560				

Value Vested or Earned During the Financial Year ended December 31, 2025

The following table sets forth the value of all incentive plan awards of the Company granted to the Named Executive Officer that vested or were awarded during the financial year ended December 31, 2025.

Name	Option-Based Awards – Value Vested During the Period (\$) ^{(1)@}	Share-Based Awards – Value Vested During the Period (\$)	Non-Equity Incentive Plan Compensation – Value Earned During the Period (\$)
Glen Lynch Chief Executive Officer	17,250	-	-
Abhinav Singhvi Chief Financial Officer	29,500	-	-
Rob Walker Chief Operating Officer	26,625	-	-
Greg Colacitti Chief Operating Officer	-	-	-
Luc Masse Executive Vice-President & Secretary	35,250	-	-

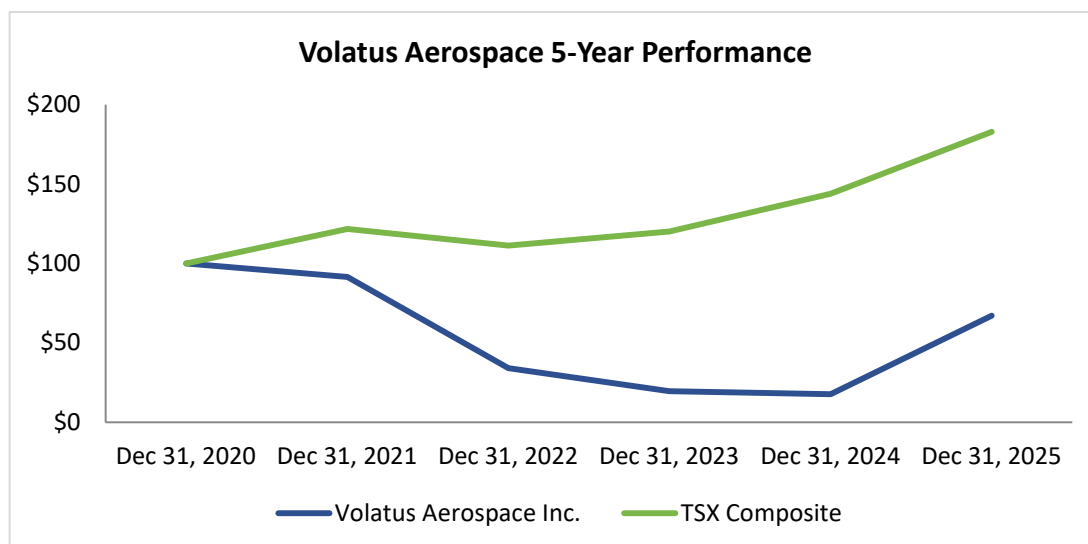
Burn Rate of the awards granted under the Stock Option Plan

In accordance with the requirements of section 613 of the TSX Company Manual, the following table sets out the burn rate of awards granted under the Stock option Plan as at the year ended December 31, 2025 and for the two preceding financial years. The burn rate is calculated by dividing the number of awards granted under the Stock Option Plan during the relevant financial year by the weighted average number of securities outstanding for the applicable financial year.

	Year ended December 31, 2025	Year ended December 31, 2024	Year ended December 31, 2023
Annual Burn Rate of the Stock Option Plan	1.78%	0%	2.47%

Performance Graph

The following graph compares the cumulative return for a shareholder, assuming an investment of \$100 was made in the Shares on December 31, 2020, with the total cumulative return of the Toronto Stock Exchange's S&P/TSX Composite Index for the same period.



Source: Yahoo Finance and TMX.com

	Dec 31, 2020	Dec 31, 2021	Dec 31, 2022	Dec 31, 2023	Dec 31, 2024	Dec 31, 2025
Volatus Aerospace Inc.	\$100.00	\$91.46	\$34.15	\$19.51	\$17.68	\$67.07
TSX Composite	\$100.00	\$121.73	\$111.19	\$120.22	\$143.82	\$182.88

The trend shown by the above graph is a positive total cumulative return for a shareholder over the past five years. Although there is no direct correlation between the trend of the Company's stock performance evidenced by the above graph and the Company's compensation to executive officers over the period of reference, the overall trend shown above is generally in line with the Company's compensation of executive officer which has evolved positively to reflect the achievement of important projects to the Company and the Company's financial and operational performance.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as otherwise disclosed in this Information Circular, no director, executive officer or principal shareholder of the Company, or associate or affiliate of any of the foregoing, has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year end or in any proposed transaction that has materially affected or will materially affect the Company.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director or officer of the Company or person who acted in such capacity in the last financial year of the Company, or any other individual who at any time during the most recently completed financial year of the Company was a director of the Company or any associate of the Company, is indebted to the Company, nor is any indebtedness of any such person to another entity the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company.

MANAGEMENT CONTRACTS

Neither the Company nor any of its subsidiaries, have any management contracts or other arrangement in place where management functions are performed by a person or company other than the directors or executive officers of the Company or the subsidiary.

AUDIT COMMITTEE

National Instrument 52-110 – *Audit Committees* (“NI 52-110”) requires that certain information regarding the Audit Committee to be included in the management information circular sent to shareholders in connection with the issuer’s annual meeting of shareholders.

Audit Committee Charter

The full text of the charter of the Company’s Audit Committee is attached hereto as Schedule “C” (the “**Audit Committee Charter**”).

Composition of the Audit Committee

The members of the Audit Committee are Larry Taylor (Chair), Andrew Leslie and Omar Mourad, all of whom are considered to be independent (as defined in NI 52-110) and financially literate (as defined in NI 52-110).

Name of Member	Independent	Financially Literate
Larry Taylor (Chair)	Yes	Yes
Andrew Leslie	No	Yes
Omar Mourad	Yes	Yes

Notes:

- (1) To be considered independent, a member of the Audit Committee must not have any direct or indirect "material relationship" with the Company. A "material relationship" is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a member's independent judgment.
- (2) To be considered financially literate, a member of the Audit Committee must have 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 reasonably be expected to be raised by the Company's financial statements.

Relevant Education and Experience of Audit Committee Members

The following is a description of the education and experience of each member of the Audit Committee that is relevant to the performance of his responsibilities as an Audit Committee member and, in particular, any education or experience that would provide the member with:

1. an understanding of the accounting principles used by the Company to prepare its financial statements;
2. the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
3. experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company’s financial statements, or experience actively supervising one or more persons engaged in such activities; and
4. an understanding of internal controls and procedures for financial reporting.

Larry Taylor – Director and Chair of the Audit Committee

Larry Taylor is a corporate governance and strategy expert with extensive experience as Board Chair and independent

director across public and private companies. He leads Volatus' Audit Committee and guides risk, financial oversight, and executive performance. Larry's background in executive coaching and organizational strategy enhances board effectiveness and shareholder accountability. Mr. Taylor has been a director of the Company for the past five years.

Andrew Leslie – Director

Lt-General (ret'd) the Honourable Andrew Leslie PC, CMM, MSC, MSM, CD, RCA, BA, MA, D.Mil.Sci.(hc) was a Canadian Army officer and led 57,000 members of the Canadian Army across various mandates including fires, floods, earthquakes, security missions, peacekeeping and war. Mr. Leslie has been awarded national and international honours and decorations. He has also served as the Senior Vice President of a very large multinational corporation, a Federal Member of Parliament, the Chief Government Whip, the Parliamentary Secretary focused on Canada-US Relations and Trade during the time of the last NAFTA negotiations (interacting with various senior military colleagues and U.S. State Governors) and was included on various Federal cabinet committees.

Mr. Leslie now sits on several corporate and charitable boards and engages in public speaking on leadership under difficult circumstances, the impact of totalitarian regimes on trade patterns, and the looming specter of superpower confrontation and what it might mean for Canada. Mr. Leslie was educated at Ottawa University (B.A.), the Royal Military College (M.A.) where he was also conferred a Doctorate, various Military Staff Colleges, and both Harvard Business School and the Board Directors course at the Rotman School of Business. Mr. Leslie is bilingual in French and English.

Omar Mourad – Director

Mr. Omar Mourad has a bachelor's degree with a major in Finance and minor in Economics from Concordia University. Mr. Mourad is also a Chartered Financial Analyst charterholder. He is currently the Director, Private Equity – Manufacturing & Diversified Products at Investment Quebec. Prior to this, Mr. Mourad was an M&A analyst at Ernst & Young LLP. Mr. Mourad was appointed to the board of directors of the Company on November 1, 2024 and sits as member or observer on the board of multiple companies (Novatech, EBC, Lou-Tec, Innotech and others).

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on Sections 2.4 (*De Minimis Non-Audit Services*), Subsection 3.2 (*Initial Public Offerings*), Subsection 3.4 (*Events Outside Control of Member*), Subsection 3.5 (*Death, Incapacity or Resignation*) or Part 8 (*Exemptions*) of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee's charter provides that that Audit Committee must approve all non-audit services to be provided by the Company's external auditor to the Company or a subsidiary of the Company.

External Auditor Service Fees (By Category)

The following table provides details in respect of audit, audit related, tax and other fees billed by the external auditor of the Company for professional services rendered to the Company during the fiscal years ended December 31, 2025 and December 31, 2025:

Year ended	Audit Fees ⁽¹⁾	Audit-Related Fees ⁽²⁾	Tax Fees ⁽³⁾	All Other Fees ⁽⁴⁾
December 31, 2025	\$562,210	\$143,603	\$91,775	Nil

December 31, 2024	\$402,560	Nil	\$52,333	Nil
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Notes:

- (1) The aggregate fees billed for audit services.
- (2) The aggregate fees billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's consolidated financial statements and are not disclosed in the "Audit Fees" column.
- (3) The aggregate fees billed for tax compliance, tax advice, and tax planning services.
- (4) The aggregate fees billed for professional services other than those listed in the other three columns.

REPORT ON CORPORATE GOVERNANCE

The Company believes that adopting and maintaining appropriate governance practices is fundamental to a well-run company, to the execution of its chosen strategies and to its successful business and financial performance. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and National Policy 58-201 – *Corporate Governance Guidelines* (collectively the “**Governance Guidelines**”) of the Canadian Securities Administrators set out a list of non-binding corporate governance guidelines that issuers are encouraged to follow in developing their own corporate governance guidelines. In certain cases, the Company’s practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. The Company will continue to review and implement corporate governance guidelines as the business of the Company progresses and becomes more active in operations.

The following disclosure is required by the Governance Guidelines and describes the Company’s approach to governance and outlines the various procedures, policies and practices that the Company and the Board have implemented.

Board of Directors

The Board is currently composed of six directors, a majority of whom are independent (within the meaning of NI 52-110). At the meeting the shareholders will be asked to elect six directors. Form 58-101F1 – *Corporate Governance Disclosure (Venture Issuers)* (“**Form 58-101F1**”) requires disclosure regarding how the Board facilitates its exercise of independent supervision over management of the Company by providing the identity of directors who are independent and the identity of directors who are not independent and the basis for that determination. NI 52-110 provides that a director is independent if he or she has no direct or indirect “material relationship” with the company. “Material relationship” is defined as a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director’s independent judgment. In addition, under NI 52-110, an individual who is, or has been within the last three years, an employee or executive officer of an issuer, is deemed to have a “material relationship” with the issuer. Accordingly, of the proposed nominees, Ian McDougall and Glen Lynch, directors of the Company are not considered “independent”. The remaining four proposed directors, are considered by the Board to be “independent”, within the meaning of NI 52-110. In assessing Form 58-101F1 and making the foregoing determinations, the Board has examined the circumstances of each director in relation to a number of factors.

The following table sets forth the number of Board and committee meetings held and attendance by directors for the financial year ended December 31, 2025.

Attendance of Directors (in person or by telephone or videoconference)

<u>Director</u>	<u>Board Meetings Attended</u>	<u>Audit Committee Meetings Attended</u>
Ian McDougall	8 of 8	6 of 6
Glen Lynch	8 of 8	6 of 6
Kevin Sherkin	6 of 8	5 of 6
Andrew Leslie	8 of 8	6 of 6
Omar Mourad	8 of 8	6 of 6

Chair of the Board

Ian McDougall is the Chair of the Board, and in such role, he is principally responsible for overseeing the operations and affairs of the Board. Mr. McDougall is not independent (within the meaning of NI 58-110).

Board Mandate

The Board, both directly and through its committees, supervises the activities and manages the affairs of the Corporation and is responsible for the stewardship of the Corporation and its business. The Board is kept informed of the Corporation's operations at Board meetings, committee meetings and through reports and discussions with management of the Corporation, as necessary. The Board meets in person, or by telephone conference call, at least once each quarter and as often thereafter as required to discharge the duties of the Board. In addition, there is continued communication between senior management of the Corporation and the Board on an informal basis.

The duties and responsibilities of the Board are set out in the Mandate of the Board attached as Schedule "C" to this Circular.

Directorships

The following table sets forth the directors of the Company who currently hold directorships with other reporting issuers:

Name of Director	Reporting Issuer
Andrew Leslie	Volt Lithium Corp.
Larry Taylor	VIQ Solutions Inc.

Position Descriptions and Chief Executive Officer Succession Planning

The Company has developed and implemented written position descriptions for the Chief Executive Officer, Chief Financial Officer, Chair of the Audit Committee and Chair of the Corporate Governance and Compensation Committee. Position descriptions are reviewed periodically. In addition, the Board maintains a succession plan for the replacement of the Chief Executive Officer and executive officers

Orientation and Continuing Education

The Board does not have a formal orientation or education program for its members. The Board's continuing education is typically derived from correspondence with the Company's legal counsel to remain up to date with developments in relevant corporate and securities law matters. Additionally, historically Board members have been nominated who are familiar with the Company and the nature of its business.

Ethical Business Conduct

The Board has adopted a code of business conduct and ethics (the "Code"). The Code reflects the Company's commitment to a culture of honesty, integrity and accountability and strives to operate in accordance with the highest ethical standards and applicable laws and regulations. The Code addresses, among other things, conflicts of interest, protection and proper use of the Company's assets, compliance with laws, rules and regulations, confidentiality and fair dealing with the Company's representatives, customers, suppliers, shareholders, business partners, regulators and competitors and reporting of illegal or unethical behavior.

The Board is responsible for monitoring compliance with the Code, for regularly assessing its adequacy, for interpreting the Code in any particular situation and for approving any changes to the Code as is required from time to time.

Nomination of Directors

The recruitment of new directors has generally resulted from recommendations made by directors and shareholders. The assessment of the contributions of individual directors has principally been the responsibility of the Board. Prior to standing for election, new nominees to the Board are reviewed by the entire Board.

Compensation

See “*Statement of Executive Compensation – Oversight and Description of Director and Named Executive Officer Compensation*” in this Information Circular.

Other Board Committees

The Board and each Committee of the Board assesses, on an annual basis, the contributions of the Board, as a whole, any committees of the board and each of the directors, in order to determine whether each is functioning effectively. In making such assessments, the Board considers the industry in which the Corporation operates, as well as the practices of comparable corporate bodies. All directors are also encouraged to make suggestions for improvement of the practices of the Board at any time.

Director Term Limits and Other Mechanisms of Board Renewal

Directors are elected, on an individual basis and in accordance with the CBCA for a term of one year or until the next annual meeting of shareholders. The Board has not adopted director term limits or other automatic mechanisms of board renewal. Rather than adopting formal term limits, mandatory age-related retirement policies and other mechanisms of board renewal, the Corporation seeks to maintain the composition of the Board in a way that provides, in the judgement of the Board, the best mix of skills and experience to provide for the overall stewardship.

Representation of Women on the Board and in Executive Office Positions

The Company has not adopted a written policy specifically relating to the identification and nomination of women Directors nor does the Board formally consider the level of representation of women when making executive officer appointments or set targets regarding women on the Board or in executive officer positions. However, informally, in identifying and selecting director or executive officer nominees, the Company values diversity, including, without limitation, diversity of experience, perspective, education, race, gender and national origin, as one among the many factors taken into consideration during the search process. The Company also considers, among other things, the qualifications, personal qualities, business background and relevant experience of individual candidates as well as the overall composition of the Board or executive officers with a view to identifying and selecting the most ideal and complementary candidates. The Board intends to consider on an ongoing basis whether the Company should adopt specific policies and practices regarding the representation of women on the Board and in executive office positions, including the setting of targets for such representation.

Number of Women on the Board and in Executive Officer Positions

Assuming the election of all of the director nominees set out in this Circular, no women will be on the Board at the conclusion of the Meeting. There are currently no female executive officers of the Company.

Other Board Committees

The Board has established an Audit Committee.

Audit Committee

The operation of the Audit Committee is described in the section entitled “*Audit Committee Information*” in this Information Circular.

Assessments

The Board monitors but does not formally assess the effectiveness and contribution of the Board, its committees and individual Board members. To date, the Board has satisfied itself, through informal discussions that the Board, its committees and individual Board members are performing effectively.

OTHER MATTERS

The management of the Company knows of no other matters to come before the Meeting other than as set forth in the Notice of Meeting. However, if other matters which are not known to management should properly come before the Meeting, the accompanying form of proxy will be voted on such matters in accordance with the best judgment of the person or persons voting the proxy.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR+ at www.sedarplus.ca. Shareholders may contact the Company in order to request copies of: (i) this Information Circular; and (ii) the Company's consolidated financial statements and the related management's discussion and analysis (the "MD&A") which will be sent to the shareholder without charge upon request. Financial information is provided in the Company's consolidated financial statements and MD&A for its financial year ended December 31, 2025.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved, and the delivery of it to each shareholder entitled thereto and to the appropriate regulatory agencies, has been authorized by the Board.

DATED at Toronto, Ontario this 13th day of April, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "Glen Lynch"

Glen Lynch
Chief Executive Officer and Director

SCHEDULE "A"
OMNIBUS INCENTIVE PLAN

VOLATUS AEROSPACE INC.

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OMNIBUS INCENTIVE PLAN

Volatus Aerospace Inc. (the “**Corporation**”) hereby establishes an Omnibus Incentive Plan for certain eligible directors, officers, employees and service providers providing ongoing services to the Corporation and its Subsidiaries (as defined herein).

ARTICLE 1 DEFINITIONS

1.1 Definitions.

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

“**Applicable Taxes**” has the meaning ascribed to such term in Section 8.2.1;

“**Associate**”, where used to indicate a relationship with a Participant, means (i) any partner of that Participant and (ii) the spouse of that Participant and that Participant’s children, as well as that Participant’s relatives and that Participant’s spouse’s relatives, if they share that Participant’s residence;

“**Awards**” means Options, DSUs and/or RSUs granted to a Participant pursuant to the terms of the Plan;

“**Black-Out Period**” means a period of time when pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons designated by the Corporation;

“**Board**” means the board of directors of the Corporation;

“**Board Retainer**” means the retainer fees payable to a Participant as a member of the Board or Lead Director and as a member or chair of a committee of the Board;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday, that is a Trading Day and a day when banks are generally open for business in Toronto, Ontario, Canada, for the transaction of banking business;

“**Cash Equivalent**” means (i) with respect to RSUs, the amount of money equal to the Market Value multiplied by the number of vested RSUs in the Participant’s Account, net of any Applicable Taxes, on the applicable RSU Settlement Date and (ii) with respect to DSUs, the amount of money equal to the Market Value multiplied by the number of vested DSUs in the Participant’s Account, net of any Applicable Taxes on the applicable DSU Settlement Date;

“**CBCA**” means the *Canada Business Corporations Act*;

“**Change of Control**” shall mean (i) the sale of all or substantially all of the assets of the Corporation on a consolidated basis, in one transaction or a series of related transactions, to a Person that is not a Subsidiary,

(ii) a merger, reorganization, acquisition or consolidation pursuant to which a Person, or any associate or affiliated corporation of such Person hereafter acquires the direct or indirect “beneficial ownership” (as defined in the CBCA) of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation’s then issued and outstanding securities, (iii) the dissolution or liquidation of the Corporation except in connection with the distribution of assets of the Corporation to one or more Subsidiaries prior to such event; or (iv) the occurrence of a transaction requiring approval of the

Corporation's shareholders involving the acquisition of the Corporation by an entity through purchase of assets, by amalgamation, arrangement or otherwise; provided, however, a transaction will not constitute a Change of Control if its sole purpose is to change the jurisdiction of the Corporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities prior to such transaction;

"Code of Ethics" means the Corporation's code of ethics or any other code of ethics or code of conduct adopted by the Corporation or a Subsidiary, as modified from time to time;

"Committee" means a committee of the Board appointed for purposes of, among other things, the making recommendations to the Board with respect to the grant of Awards under the Plan;

"Common Shares" means the common voting shares and variable voting shares in the capital of the Corporation;

"Disability" means the circumstance whereby the Participant is permanently or substantially incapacitated so as to be prevented from properly and continuously performing in full his/her duties to the Corporation for a substantially continuous period of four months or more or for a cumulative six-month period in any consecutive 12-month period;

"DSU" means a deferred share unit, which is a bookkeeping entry equivalent in value to a Common Share credited to a Participant's Account in accordance with Article 4;

"DSU Expiry Date" means the business day preceding December 31 of the calendar year following the calendar year during which a Participant (i) ceases to be a director of the Corporation; (ii) ceases to be employed by the Corporation or its Subsidiaries; or (iii) ceases to provide services to the Corporation or its Subsidiaries, as applicable or such shorter period as may be determined by the Board at the time the DSU is granted;

"DSU Settlement Date" means the date of receipt of a DSU settlement request in accordance with Paragraph 4.4.1 or the date of automatic settlement of a DSU pursuant to Paragraph 4.4.2, as applicable;

"Election Notice" has the meaning set forth in Paragraph 4.3.4;

"Eligible Director" means members of the Board who, subject to Section 2.3.1, at the time of execution of a Grant Agreement, and at all times thereafter while they continue to serve as a member of the Board, are not officers, employees or consultants of the Corporation or a Subsidiary;

"Eligible Participants" has the meaning ascribed thereto in Section 2.3.1;

"Employment Agreement" means, with respect to any Participant, any written agreement regarding a Participant's employment or engagement with the Corporation or a Subsidiary and that is between the Corporation or a Subsidiary and such Participant;

"Exchange" means the TSX or, if the Common Shares are not listed on the TSX, the stock exchange on which the Common Shares are then principally listed from time to time;

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

"Grant Agreement" means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement and a RSU Agreement;

"Grant Date" means the date upon which an Option is granted to a Participant;

"Insider" has the meaning given to the term in Part I of the TSX Company Manual, as same may be amended, supplemented or replaced from time to time;

"Mandatory Portion" has the meaning set forth in Paragraph 4.3.1;

"Market Value" means, (A) if the Common Shares of the Corporation are listed on an Exchange, (i) with respect to Options, at any date when the market value of Common Shares of the Corporation is to be determined, the greater of (x) the volume weighted average trading price of the Common Shares on the TSX for the five Trading Days preceding the date on which the Market Value is to be determined, and (y) the closing price of the Common Shares on the Trading Day prior to the date of grant on the Exchange, and (ii) with respect to Units, the volume weighted average trading price of the Common Shares on the TSX for the five Trading Days preceding the date on which the Market Value is to be determined, or, (B) if the Common Shares of the Corporation are not listed on any Exchange, the value as is determined solely by the Board, acting reasonably and in good faith;

“**Option**” means an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Common Shares from treasury at the Option Price, but subject to the provisions hereof;

“**Option Agreement**” means a written letter agreement between the Corporation and a Participant evidencing the grant of Options and the terms and conditions thereof, in such form as may be determined by the Board from time to time in accordance with Section 3.7;

“**Option Price**” has the meaning ascribed thereto in Section 3.3;

“**Option Term**” has the meaning ascribed thereto in Section 3.4;

“**Participants**” means Eligible Participants that are granted Awards under the Plan;

“**Participant’s Account**” means an account maintained for each Participant’s participation in DSUs and/or RSUs under the Plan;

“**Performance Criteria**” means criteria established by the Board which, without limitation, may include criteria based on the Participant’s personal performance and/or the financial performance of the Corporation and/or of its Subsidiaries, and that may be used to determine the vesting of the Awards, when applicable;

“**Person**” means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

“**Plan**” means this Omnibus Incentive Plan, as amended and/or restated from time to time;

“**RSU**” means a right awarded to a Participant to receive a payment in the form of Common Shares or the Cash Equivalent as provided in Article 5 and subject to the terms and conditions of this Plan;

“**RSU Agreement**” means a written letter agreement between the Corporation and a Participant evidencing the grant of RSUs and the terms and conditions thereof, in such form as may be determined by the Board

from time to time in accordance with Section 5.5;

“**RSU Settlement Date**” has the meaning determined in Section 5.3.1(a);

“**RSU Vesting Date**” has the meaning described thereto in Section 5.2.2;

“**Rule 701**” means Rule 701 under the U.S. Securities Act;

“**Security Based Compensation Arrangement**” means an arrangement that is a security based compensation arrangement for the purposes of the TSX Company Manual, including the Plan;

“**Service Provider**” has the meaning given to the term in Section 613 of the TSX Company Manual, as the same may be amended, supplemented or replaced from time to time;

“**Subsidiary**” has the meaning given to this term in the *Securities Act (Ontario)*, as such legislation may be amended, supplemented or replaced from time to time;

“**Successor Corporation**” has the meaning ascribed thereto in Section 7.1.3; “**Surrender**” has the meaning ascribed thereto in Section 3.6.3;

“**Surrender Notice**” has the meaning ascribed thereto in Section 3.6.3;

“**Tax Act**” means the *Income Tax Act (Canada)* and the regulations thereunder, as amended from time to time;

“**Termination Date**” means the date on which a Participant ceases to be an Eligible Participant;

“**Trading Day**” means any day on which the Exchange is opened for trading;

“**TSX**” means the Toronto Stock Exchange;

“**Unit**” means a RSU or a DSU;

“**Unit Restriction Period**” means, subject to Section 7.3.1, the applicable restriction period in respect of a particular RSU, which period shall end on the Business Day preceding December 31 of the calendar year which is three (3) years after the calendar year in which the services in relation to which the RSU is granted were performed, or such shorter period as may be determined by the Board at the time the RSU is granted;

“**Unit Settlement Notice**” means a notice by a Participant to the Corporation electing to receive Common Shares, the Cash Equivalent or a combination of both in respect of the vested Units;

“**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**U.S. Person**” means a “U.S. person” as that term is defined in Regulation S under the U.S. Securities Act; “**U.S.**

Securities Act” means the United States Securities Act of 1933, as amended; and

“**Voluntary Portion**” has the meaning set forth in Paragraph 4.3.1.

ARTICLE 2
PURPOSE AND ADMINISTRATION OF THE PLAN;
GRANTING OF AWARDS

2.1 Purpose of the Plan

The purpose of the Plan is to permit the Corporation to grant Awards to Eligible Participants, subject to certain conditions as hereinafter set forth, for the purposes of securing for the Corporation and its shareholders the benefits of incentive interest in Common Share ownership by the Eligible Participants.

2.2 Implementation and Administration of the Plan

- 2.2.1 The Plan is under the direction of the Board. The Committee (if any) makes recommendations to the Board in relation to the Plan and to the grants of Awards.
- 2.2.2 The Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations for carrying out the provisions and purposes of the Plan, subject to any applicable rules of the TSX. Subject to the provisions of the Plan, the Board is authorized, in its sole discretion, to make such determinations under, and such interpretations of, and take such steps and actions in connection with, the proper administration of the Plan, as it may deem necessary or advisable. The interpretation, construction and application of the Plan and any provisions hereof made by the Board shall be final and binding on all Eligible Participants.
- 2.2.3 The Board may modify the terms and conditions of any Awards granted to Participants outside of Canada to comply with applicable foreign laws, and establish subplans and addendums and modify settlement procedures and other terms and procedures, to the extent the Board determines such actions to be necessary or advisable (and such subplans and addendums and/or modifications shall be attached to this Plan as addendums).
- 2.2.4 No member of the Board or of the Committee shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder.
- 2.2.5 Any determination approved by a majority of the Board shall be deemed to be a determination of that matter by the Board.

2.3 Eligible Participants

- 2.3.1 The Persons who shall be eligible to receive Awards (“**Eligible Participants**”) shall be the Eligible Directors, officers and employees of the Corporation or a Subsidiary, as well as Service Providers providing ongoing services to the Corporation and its Subsidiaries, as determined by the Board from time to time who the Board may determine from time to time, in its sole discretion. For greater certainty, a Person whose employment or engagement with the Corporation or a Subsidiary has ceased for any reason, or who has given notice of such cessation, as the case may be, shall cease to be eligible to receive Awards hereunder as of the date on which such Person provides notice to the Corporation or the Subsidiary, as the case may be, in writing or verbally, of such cessation, or on the

Termination Date for any cessation of a Participant's employment or engagement initiated by the Corporation.

- 2.3.2 Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's employment or engagement with the Corporation or a Subsidiary.
- 2.3.3 Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee of employment by the Corporation or a Subsidiary to the Participant or the commencement, extension, continuation or modification of any engagement between the Corporation or a Subsidiary and the Participant.
- 2.3.4 A Participant shall have no rights as a shareholder of the Corporation with respect to any Common Shares underlying his or her Awards until he or she shall have become the holder of record of such Common Shares.

2.4 Shares Subject to the Plan

- 2.4.1 Subject to adjustment pursuant to provisions of Article 7, the total number of Common Shares reserved and available for grant and issuance pursuant to Awards shall not exceed ten percent (10%) of the total issued and outstanding Common Shares (on a non-diluted basis) from time to time, less the number of Common Shares reserved for issuance pursuant to outstanding awards under all other Security Based Compensation Plans. Every three years after the effective date of the Plan, all unallocated Awards under the Plan shall be submitted for approval to the Board and the shareholders of the Corporation.
- 2.4.2 This Plan is considered an "evergreen" plan since the Common Shares covered by grants which have been exercised, settled, expired, cancelled or forfeited shall be available for subsequent grants under the Plan and the number of Common Shares available to grant increases as the number of issued and outstanding Common Shares increases.
- 2.4.3 Common Shares in respect of which an Award is granted under the Plan, but not exercised prior to the termination of such Award or not vested or delivered prior to the termination of such Award due to the expiration, termination or lapse of such Award, shall be available for Awards to be granted thereafter pursuant to the provisions of the Plan. All Common Shares issued pursuant to the exercise or the vesting of the Awards granted under the Plan shall be so issued as fully paid and non-assessable Common Shares.
- 2.4.4 Subject to adjustment pursuant to provisions of Article 7, the aggregate number of Common Shares (i) issued to Insiders under the Plan or any other proposed or established Security Based Compensation Arrangement of the Corporation within any one-year period and (ii) issuable to Insiders at any time under the Plan or any other proposed or established Security Based Compensation Arrangement of the Corporation, shall in each case not exceed ten percent (10%) of the total issued and outstanding Common Shares (on a non-diluted basis).

2.5 Granting of Awards

- 2.5.1 Any Award granted under the Plan shall be subject to the requirement that, if at any time counsel to the Corporation shall determine that the listing, registration or qualification of

the Common Shares subject to such Award, if applicable, upon any securities exchange (including the Exchange) or under any law or regulation of any jurisdiction, or the consent or approval of any securities exchange (including the 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, if applicable, such Award may not be accepted or exercised 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. Nothing herein shall be deemed to require the Corporation to apply for or to obtain such listing, registration, qualification, consent or approval.

- 2.5.2 Any Award granted under the Plan shall be subject to the requirement that, the Corporation has the right to place any restriction or legend on any securities issued pursuant to this Plan including, but in no way limited to placing a legend to the effect that the securities have not been registered under the U.S. Securities Act and may not be offered or sold in the United States unless registration or an exemption from registration is available.
- 2.5.3 For Awards granted under the Plan to Participants in the United States or that are U.S. Persons, the Corporation intends to comply with Rule 701. Under Rule 701, a company can offer their own securities, as part of a written compensation plan, to Participants (consultants must be natural persons) without having to comply with federal securities registration requirements. Compliance with Rule 701 in connection with the issuance of any Award to a Participant will be determined in the sole discretion of the Corporation.

ARTICLE 3 OPTIONS

3.1 Nature of Options

An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire, for each Option issued, one Common Share from treasury at the Option Price, but subject to the provisions hereof.

3.2 Option Awards

Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) fix the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted, (iii) determine the price per Common Share to be payable upon the exercise of each such Option (the “**Option Price**”) and the relevant vesting provisions (including Performance Criteria, if applicable) and Option Term, the whole subject to the terms and conditions prescribed in this Plan, in any Option Agreement and any applicable rules of the Exchange.

3.3 Option Price

The Option Price for Common Shares that are the subject of any Option shall be fixed by the Board when such Option is granted, but shall not be less than the Market Value of such Common Shares on the Trading Day immediately preceding the Grant Date of the Option.

3.4 Option Term and Vesting

- 3.4.1 The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, commencing on the Grant Date of such Option and ending as specified in this Plan, or in the Option Agreement, but in no event shall an Option expire on a date which is later than ten (10) years from the date the Option is granted (the “**Option Term**”). Unless otherwise determined by the Board, all unexercised Options shall be cancelled at the expiry of such Options.
- 3.1.1 Should the expiration date for an Option fall within a Black-Out Period or within nine (9) Business Days following the expiration of a Black-Out Period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth (10th) Business Day after the end of the Black-Out Period, such tenth (10th) Business Day to be considered the expiration date for such Option for all purposes under the Plan. Notwithstanding Section 7.2, the ten (10) Business Day-period referred to in this Section 3.4 may not be extended by the Board.
- 3.1.2 Unless otherwise specified by the Board at the time of granting the particular Option and except as otherwise provided in this Plan or in an Option Agreement, each Option will vest and be exercisable as follows:

Fraction of Total Number of Common Shares that may be <u>Purchased</u>	<u>Exercise Period</u>
1/4	Shall vest on the first anniversary of the Date of Grant (the “ First Option Vesting Date ”); and
1/36	Shall vest on the last day of each month starting in the month following the month of the First Vesting Date for a period of 36 months.

with the result that the entire Option subject to the grant shall be vested and exercisable as of the fourth anniversary of the Date of Grant.

- 3.1.3 Once a portion of an Option that has vested becomes exercisable in accordance with Section 3.5, it remains exercisable until expiration or termination of the Option, unless otherwise specified by the Board in connection with the grant of such Option.

3.5 Exercise of Options

- 3.5.1 Subject to the provisions of this Plan, a Participant shall be entitled to exercise an Option granted to such Participant at any time prior to the expiry of the Option Term, subject to vesting limitations which may be imposed by the Board at the time such Option is granted.
- 3.5.2 Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable as to all or such part or parts of the optioned Common Shares and at such time or times and/or pursuant to the achievement of such Performance Criteria, if any, and/or other vesting conditions as the Board at the time of granting the particular Option,

may determine in its sole discretion. For greater certainty, no Option shall be exercised by a Participant during a Black-Out Period.

- 3.5.3 If the Participant is in the United States or a U.S. Person, the Participant may not exercise any Options unless (i) the Corporation shall have first registered the Common Shares to be issued in connection with such exercise under the U.S. Securities Act, or (ii) the Participant has available an exemption from the registration requirements of the U.S Securities Act and all applicable State securities laws for such exercise and the issuance of the Common Shares thereunder.

3.6 Method of Exercise and Payment of Purchase Price

- 3.6.1 Subject to the provisions of the Plan and the alternative exercise procedures set out herein, an Option granted under the Plan may be exercisable (from time to time as provided in Section 3.5) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) in such manner as the Board may determine from time to time and in accordance with such rules and regulations as the Board may prescribe from time to time.
- 3.6.2 Pursuant to the Exercise Notice and subject to the approval of the Board, a Participant may choose to undertake a “cashless exercise” with the assistance of a broker in order to facilitate the exercise of such Participant’s Options. The “cashless exercise” procedure may include a sale of such number of Common Shares as is necessary to raise an amount equal to the aggregate Option Price for all Options being exercised by that Participant under an Exercise Notice plus any Applicable Taxes. Pursuant to the Exercise Notice, the Participant may authorize the broker to sell Common Shares on the open market by means of a short sale and forward the proceeds of such short sale to the Corporation to satisfy the Option Price plus any Applicable Taxes, promptly following which the Corporation shall issue the Common Shares underlying the number of Options as provided for in the Exercise Notice.
- 3.6.3 In addition, in lieu of exercising any vested Option in the manner described in this Section 3.6, and pursuant to the terms of this Section 3.6.3, a Participant may, subject to the approval of the Board, by surrendering an Option (“**Surrender**”) with a properly endorsed notice of Surrender to the Secretary of the Corporation, substantially in the form that may be approved by the Board from time to time (a “**Surrender Notice**”), elect to receive that number of Common Shares calculated using the following formula:

$$X = Y * (A-B) / A$$

Where:

X = the number of Common Shares to be issued to the Participant

Y = the number of Common Shares underlying the Options to be Surrendered

A = the Market Value of the Common Shares as at the date of the Surrender

B = the Option Price of such Options

- 3.6.4 Where Common Shares are to be issued to the Participant pursuant to the terms of this Section 3.6, as soon as practicable following the receipt of the Exercise Notice and, if

Options are exercised only in accordance with the terms of Section 3.6.1, the required bank draft, certified cheque or other acceptable form of payment, the Corporation shall duly issue such Common Shares to the Participant as fully paid and non-assessable.

- 3.6.5 Upon the exercise of an Option pursuant to Section 3.6.2 or Section 3.6.3, the Corporation shall, as soon as practicable after such exercise but no later than fifteen (15) Business Days following such exercise, forthwith cause the transfer agent and registrar of the Common Shares to either:
- (a) deliver to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Common Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice; or
 - (b) in the case of Common Shares issued in uncertificated form, cause the issuance of the aggregate number of Common Shares the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice to be evidenced by a book position on the register of the shareholders of the Corporation to be maintained by the transfer agent and registrar of the Common Shares.

3.7 Option Agreements

Options shall be evidenced by an Option Agreement or included in an Employment Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine, provided that the substance of Article 3 and Article 6 be included therein. The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in laws (including tax 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 Corporation.

ARTICLE 4 DEFERRED SHARE UNITS

4.1 Nature of DSUs

A DSU is an Award of phantom share units to a Participant, subject to restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on such factors as may be determined by the Board from time to time, including the achievement of pre- established Performance Criteria.

4.2 DSU Awards

- 4.2.1 Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Participants who may receive DSUs under the Plan, (ii) fix the number of DSUs, if any, to be granted to each Eligible Director and the date or dates on which such DSUs shall be granted, and (iii) determine the relevant conditions and vesting provisions of such DSUs, the whole subject to the terms and conditions prescribed in this Plan.

- 4.2.2 The DSUs are structured so as to be considered to be a plan described in subsection 6801(d) of the regulations to the Tax Act or any successor to such provision.
- 4.2.3 Subject to the vesting and other conditions and provisions set forth herein and in any agreement relating to a grant of DSUs, the Board shall determine whether each DSU awarded to a Participant shall entitle the Participant: (i) to receive one (1) Common Share issued from treasury or purchased on the open market; (ii) to receive the Cash Equivalent of one (1) Common Share; or (iii) to elect to receive either one (1) Common Share from treasury or purchased on the open market, the Cash Equivalent of one (1) Common Share or a combination of cash and Common Shares.
- 4.2.4 DSUs will be credited in the registers maintained by the Corporation but will not be represented by any certificate or other document.

4.3 Mandatory and Voluntary Participation

- 4.3.1 Each Eligible Director (i) shall receive, subject to Paragraph 4.3.3, such percentage of his Board Retainer in the form of DSUs as may be determined by the compensation policies of the Board from time to time (the “**Mandatory Portion**”), and (ii) may elect to receive, in accordance with Paragraph 4.3.4, any percentage, up to 100%, of the balance of his or her Board Retainer in the form of DSUs (the “**Voluntary Portion**”).
- 4.3.2 Each Eligible Director will receive such number of DSUs as is obtained by dividing the sum of any Mandatory Portion and the Voluntary Portion payable quarterly to the Eligible Director by the Market Value on the date on which the DSUs are awarded. DSUs shall be awarded to Eligible Directors quarterly on the first day of each quarter (or, if not a business day, on the following business day), unless otherwise determined by the Board. Notwithstanding the foregoing, the Eligible Directors shall receive the first grant on the Effective Date of the Plan as defined at Section 8.7 of this Agreement.
- 4.3.3 Notwithstanding Paragraph 4.3.1, any Participant may elect to receive the equivalent of any Mandatory Portion in cash instead of DSUs if (i) the Participant purchases in the open market the same number of Common Shares he or she would have received in the form of DSUs, or (ii) the Participant is otherwise exempted by the Board for any reason.
- 4.3.4 Each Participant who elects to participate in the Plan in respect of the Voluntary Portion for a given calendar year must send to the Chief Financial Officer a written notice to that effect (an “**Election Notice**”) prior to December 31 of the previous calendar year. Each Participant who is a newly elected or appointed director and who elects to participate in the Plan in respect of the Voluntary Portion for the then current calendar year must send to the Chief Financial Officer an Election Notice within 15 days of his or her election or appointment, but prior to the receipt of the first Board Retainer payment. For the calendar year ending December 31, 2021, each Participant who elects to participate in the Plan in respect of the Voluntary Portion must send to the Chief Financial Officer an Election Notice within 15 days of the adoption of the Plan. The election made in an Election Notice in respect of the Board Retainer of a given calendar year will be irrevocable for that calendar year.
- 4.3.5 The Election Notice shall be deemed to apply to all subsequent calendar years until such time as the Participant shall send to the Chief Financial Officer an Election Notice containing different instructions or a termination notice (in which case the new Election

Notice or the termination notice, as applicable, shall apply to the calendar year following the calendar year during which it was sent to the Chief Financial Officer).

- 4.3.6 If no Election Notice is received in accordance with Paragraph 4.3.4, and no prior Election Notice is deemed to apply in accordance with Paragraph 4.3.5, the Participant shall be deemed not to have elected to participate in the Plan in respect of the Voluntary Portion and the corresponding portion of his Board Retainer shall be paid in cash.
- 4.3.7 Each Participant is entitled to terminate his or her participation in the Plan in respect of the Voluntary Portion for a given calendar year by sending a written notice to that effect to the Chief Financial Officer prior to December 31 of the previous calendar year.
- 4.3.8 No Election Notice, or amendment or termination of an election contemplated in this Section 4.3 shall be made during a Black-out Period, and any Election Notice sent by a Participant during a Black-out Period shall be null and void. To the extent that an Election Notice is sent during a Black-out Period, or cannot be made during the period set forth in this Section 4.3.8 as a result of the existence of a Black-out Period, the Participant shall continue to participate in the Plan in respect of a Voluntary Portion on the basis of the prior election made, or, if no prior election has been made, shall be deemed to have elected not to participate in the Plan in respect of an Voluntary Portion.

4.4 Settlement of DSUs

- 4.4.1 A Participant who (i) ceases to be a director of the Corporation; (ii) ceases to be employed by the Corporation or its Subsidiaries; or (iii) ceases to provide services to the Corporation or its Subsidiaries, as applicable, (or, if deceased, his or her estate, succession, heirs or legal representatives) may request the settlement of all (but not less than all) of his or her DSUs at any time during the period between the date on which he or she ceases to be a director and the DSU Expiry Date, in such manner as the Board may determine from time to time and in accordance with such rules and regulations as the Board may prescribe from time to time.
- 4.4.2 Any DSU which has not been settled prior to the DSU Expiry Date shall be automatically settled on the DSU Expiry Date.
- 4.4.3 Settlement of DSUs shall take place promptly following the DSU Settlement Date and, for greater certainty, before the DSU Expiry Date, through:
 - (a) in the case of the settlement of DSUs for their Cash Equivalent, delivery of a cheque to the Participant representing the Cash Equivalent;
 - (b) in the case of the settlement of DSUs for Common Shares, delivery of a share certificate to the Participant or the entry of the Participant's name on the share register for the Common Shares; or
 - (c) in the case of settlement of the DSUs for a combination of Common Shares and the Cash Equivalent, a combination of 4.4.3(a) and 4.4.3(b) above.
- 4.4.4 Notwithstanding any other provision of this Plan, in the event that a DSU Settlement Date occurs during a Black-Out Period or other trading restriction imposed by the Corporation, then settlement of the applicable DSUs shall be automatically extended to the tenth (10th)

Business Day following the date that such Black-Out Period or other trading restriction is lifted, terminated or removed.

ARTICLE 5

RESTRICTED SHARE UNITS

5.1 Nature of RSUs

A RSU is an Award granted for services rendered in a particular year entitling the Participant to receive payment based on the value of one Common Share once such Award has vested, subject to such restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or engagement) with the Corporation or a Subsidiary.

5.2 RSU Awards

- 5.2.1 Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs under the Plan for services rendered in a particular year, (ii) fix the number of RSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs shall be granted, and (iii) determine the relevant conditions, Performance Criteria and vesting provisions and RSU Settlement Date of such RSUs, the whole subject to the terms and conditions prescribed in this Plan and in any RSU Agreement.
- 5.2.2 Unless otherwise set forth in the RSU Agreement, each RSU shall vest as to 1/3 on each of the first, second and third anniversary of the date of grant (each such date being a RSU Vesting Date).
- 5.2.3 Subject to the vesting and other conditions and provisions set forth herein and in the RSU Agreement, the Board shall determine whether each RSU awarded to a Participant shall entitle the Participant: (i) to receive one (1) Common Share issued from treasury or purchased on the open market; (ii) to receive the Cash Equivalent of one (1) Common Share; or (iii) to elect to receive either one (1) Common Share from treasury or purchased on the open market, the Cash Equivalent of one (1) Common Share or a combination of cash and Common Shares.

5.3 Settlement of RSUs

- 5.3.1 Except as otherwise provided in the RSU Agreement and subject to Section 7.3.1:
 - (a) all of the vested RSUs covered by a particular grant shall, be settled at on any day (each such day being a “**RSU Settlement Date**”) as soon as practicable following a RSU Vesting Date, but in no event later than the last day of the Unit Restriction Period; and
 - (b) as soon as practical following a RSU Settlement Date, if applicable, the Participant shall deliver a Unit Settlement Notice in respect of whether to receive Common Shares, the Cash Equivalent or a combination.

- 5.3.2 Subject to Section 7.4, settlement of RSUs shall take place promptly following the RSU Settlement Date and, for greater certainty, before the last day of the Unit Restriction Period, through:
- (a) in the case of settlement of RSUs for their Cash Equivalent, delivery of a cheque to the Participant representing the Cash Equivalent;
 - (b) in the case of settlement of RSUs for Common Shares, delivery of a share certificate to the Participant or the entry of the Participant's name on the share register for the Common Shares; or
 - (c) in the case of settlement of the RSUs for a combination of Common Shares and the Cash Equivalent, a combination of (a) and (b) above.

5.4 Determination of Amounts

- 5.4.1 **Cash Equivalent of RSUs.** For purposes of determining the Cash Equivalent of RSUs to be made pursuant to Section 5.3, such calculation will be made on the RSU Settlement Date and shall equal the Market Value on the RSU Settlement Date multiplied by the number of vested RSUs in the Participant's Account which the Participant desires to settle in cash pursuant to the Unit Settlement Notice.
- 5.4.2 **Payment in Common Shares.** For the purposes of determining the number of Common Shares from treasury to be issued or purchased on the open market and delivered to a Participant upon settlement of RSUs pursuant to Section 5.3, such calculation will be made on the RSU Settlement Date and be the whole number of Common Shares equal to the whole number of vested RSUs then recorded in the Participant's Account which the Participant desires to settle pursuant to the Unit Settlement Notice. Common Shares issued from treasury or purchased on the open market, as applicable, will be issued or transferred, as applicable, in consideration for the past services of the Participant to the Corporation and the entitlement of the Participant under this Plan shall be satisfied in full by such issuance or transfer of Common Shares.

5.5 RSU Agreements

RSUs shall be evidenced by a RSU Agreement or included in an Employment Agreement, in such form not inconsistent with the Plan as the Board may from time to time determine, provided that the substance of Article 5 and Article 6 be included therein. The RSU Agreement shall contain such terms that may be considered necessary in order that the RSU 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 corporation.

ARTICLE 6 GENERAL CONDITIONS

6.1 General Conditions applicable to Awards.

Each Award, as applicable, shall be subject to the following conditions:

- 6.1.1 **Employment or Other Relationship.** The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ in any capacity or otherwise commence, extend, continue or modify any engagement between the Corporation or a Subsidiary and the Participant. For greater certainty, the granting of Awards to a Participant shall not impose any obligation on the Corporation to grant any awards in the future nor shall it entitle the Participant to receive future grants.
- 6.1.2 **Rights as a Shareholder.** Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Common Shares covered by such Participant's Awards until the date of issuance of a share certificate to such Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) or the entry of such person's name on the share register for the Common Shares. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate is issued or entry of such person's name on the share register for the Common Shares.
- 6.1.3 **Conformity to Plan.** In the event that an Award is granted or a Grant Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.
- 6.1.4 **Non-Transferability.** Other than by will or under the law of succession, or as expressly permitted by the Board, or as otherwise set forth herein, Awards are not assignable or transferable. Awards may be exercised only by:
- (a) the Participant to whom the Awards were granted; or
 - (b) with the Corporation's prior written approval and subject to such conditions as the Corporation may stipulate, such Participant's family tax-free savings account or retirement savings trust or any registered retirement savings plans or registered retirement income funds of which the Participant is and remains the annuitant or holder, as applicable; or
 - (c) upon the Participant's death, by the legal representative of the Participant's estate; or
 - (d) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant;

provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Award. A person exercising an Award may subscribe for Common Shares only in the person's own name or in the person's capacity as a legal representative.

6.2 General Conditions applicable to Awards

Each Award (other than DSUs granted to Eligible Directors) shall be subject to the following conditions:

- 6.2.1 **Termination for Cause.** Upon a Participant ceasing to be an Eligible Participant for “Cause”, all unexercised vested or unvested Awards granted to such Participant shall terminate as of the Termination Date. For the purposes of the Plan, the determination by the Corporation that the Participant was discharged for “Cause” shall be binding on the Participant. “Cause” shall include, among other things, dishonest act such as gross misconduct, theft, fraud, embezzlement, misappropriation, breach of confidentiality, breach of loyalty or breach of duty of loyalty or placement in conflict of interest, or breach of the Corporation’s Code of Ethics, and any reason determined by the Corporation to be cause for termination.
- 6.2.2 **Resignation.** In the case of a Participant ceasing to be an Eligible Participant due to such Participant’s resignation, subject to any later expiration dates determined by the Board, all unexercised vested or unvested Awards granted to such Participant shall terminate on the Termination Date caused by of such resignation.
- 6.2.3 **Termination or Cessation.** In the case of a Participant ceasing to be an Eligible Participant for any reason (other than for “Cause”, resignation, death or after becoming Disabled) the number of Awards that may vest is subject to pro ration over the applicable vesting period (ending on the Termination Date) and shall expire on the earlier of ninety (90) days after the Termination Date, or the expiry date of the Awards. For greater certainty, the pro ration calculation referred to above shall be net of previously vested Awards.
- 6.2.4 **Death, Disability or Retirement.** If a Participant dies while in his or her capacity as an Eligible Participant, ceases to be an Eligible Participant as a result of a Disability or ceases to be an Eligible Participant as a result of their retirement, the number of Awards that may vest is subject to pro ration over the applicable vesting period (ending on the Termination Date) and shall expire on the earlier of one hundred eighty (180) days after the Participant’s Termination Date, or the expiry date of the Awards. Provided, however, that if the Participant is determined to have breached any post-employment restrictive covenants in favour of the Corporation, then any Awards held by the Participant, whether vested or unvested, will immediately expire and the Participant shall pay to the Corporation any “in-the-money” amounts realized upon exercise of Awards following the Termination Date. For greater certainty, the pro ration calculation referred to above shall be net of previously vested Awards.

6.3 Unfunded Plan

Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation. Notwithstanding the foregoing, any determinations made shall be such that the DSU continuously meets the requirements of paragraph 6801(d) of the regulations to the Tax Act.

ARTICLE 7 ADJUSTMENTS AND AMENDMENTS

7.1 Adjustment to Common Shares Subject to Outstanding Awards

- 7.1.1 In the event of any subdivision of the Common Shares into a greater number of Common Shares at any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award, the Corporation shall deliver to such Participant, at the time of

any subsequent exercise or vesting of such Award in accordance with the terms hereof, in lieu of the number of Common Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award, but for the same aggregate consideration payable therefor, such number of Common Shares as such Participant would have held as a result of such subdivision if on the record date thereof the Participant had been the registered holder of the number of Common Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award.

- 7.1.2 In the event of any consolidation of Common Shares into a lesser number of Common Shares at any time after the grant of an Award to any Participant and prior to the expiration of the term of such Award, the Corporation shall deliver to such Participant at the time of any subsequent exercise or vesting of such Award in accordance with the terms hereof in lieu of the number of Common Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award, but for the same aggregate consideration payable therefor, such number of Common Shares as such Participant would have held as a result of such consideration if on the record date thereof the Participant had been the registered holder of the number of Common Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award.
- 7.1.3 If at any time after the grant of an Award to any Participant and prior to the expiration of the term of such Award, the Common Shares shall be reclassified, reorganized or otherwise changed, otherwise than as specified in Section 7.1.1 or Section 7.1.2 or, subject to the provisions of Section 7.3.1, the Corporation shall consolidate, merge or amalgamate with or into another corporation (the corporation resulting or continuing from such consolidation, merger or amalgamation being herein called the “**Successor Corporation**”), the Participant shall be entitled to receive upon the subsequent exercise or vesting of Award, in accordance with the terms hereof and shall accept in lieu of the number of Common Shares then subscribed for but for the same aggregate consideration payable therefor, the aggregate number of shares of the appropriate class or other securities of the Corporation or the Successor Corporation (as the case may be) or other consideration from the Corporation or the Successor Corporation (as the case may be) that such Participant would have been entitled to receive as a result of such reclassification, reorganization or other change of shares or, subject to the provisions of 7.3.1, as a result of such consolidation, merger or amalgamation, if on the record date of such reclassification, reorganization or other change of shares or the effective date of such consolidation, merger or amalgamation, as the case may be, such Participant had been the registered holder of the number of Common Shares to which such Participant was immediately theretofore entitled upon such exercise or vesting of such Award.
- 7.1.4 If, at any time after the grant of an Award to any Participant and prior to the expiration of the term of such Award, the Corporation shall make a distribution to all holders of Common Shares or other securities in the capital of the Corporation, of cash, evidences of indebtedness or other assets of the Corporation (excluding ordinary course dividends declared by the Corporation), or should the Corporation effect any transaction or change having a similar effect, then the price or the number of Common Shares to which the Participant is entitled upon exercise or vesting of Award shall be adjusted to take into account such distribution, transaction or change. The Board shall determine the appropriate adjustments to be made in such circumstances in order to maintain the Participants’ economic rights in respect of their Awards in connection with such distribution, transaction or change.

7.1.5 No fractional Common Share shall be delivered to a Participant under the Plan. Any fractional Common Share entitlement shall be satisfied by the payment of an amount in cash equal to such fractional Share entitlement multiplied by the Market Value on the applicable Settlement Date.

7.2 Amendment or Discontinuance of the Plan

7.2.1 The Board may amend the Plan or any Award at any time without the consent of the Participants provided that such amendment shall:

- (a) not adversely alter or impair any Award previously granted except as permitted by the provisions of Article 7;
- (b) be in compliance with applicable law and subject to any regulatory approvals including, where required, the approval of the Exchange; and
- (c) be subject to shareholder approval, where required by law, the requirements of the Exchange or the provisions of the Plan, provided that shareholder approval shall not be required for the following amendments and the Board may make any changes which may include but are not limited to:
 - (i) any amendment to the vesting provisions, if applicable, or assignability provisions of Awards;
 - (ii) any amendment to the expiration date of an award that does not extend the terms of the Award past the original date of expiration for such Award;
 - (iii) any amendment regarding the effect of termination of a Participant's employment or engagement;
 - (iv) any amendment which accelerates the date on which any Award may be exercised under the Plan;
 - (v) any amendment to the definition of "Eligible Participant";
 - (vi) any amendment necessary to comply with applicable law or the requirements of the Exchange or any other regulatory body;
 - (vii) 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;
 - (viii) any amendment regarding the administration of the Plan;
 - (ix) any amendment to add or amend provisions permitting for the granting of cash-settled awards, a form of financial assistance or clawback; and
 - (x) any other amendment that does not require the approval of the holders of

Common Shares pursuant to the amendment provisions of the Plan.

The Board may, by resolution, but subject to applicable regulatory approvals, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment or engagement shall not apply for any reason acceptable to the Board.

7.2.2 Notwithstanding Section 7.2.1(c), the Board shall be required to obtain shareholder approval to make the following amendments:

- (a) any reduction in the exercise price of an Option held by an Insider;
- (b) any amendment which extends the expiry date of any Award held by an Insider, or the Unit Restriction Period of any Units held by an Insider beyond the original expiry date, except in case of an extension due to a Black-Out Period;
- (c) any amendment removing or exceeding the Insider participation limit;
- (d) any amendment to remove or exceed the Eligible Director participation limit;
- (e) any change to the maximum number of Common Shares issuable from treasury under the Plan, except such increase by operation of Section 2.4 and in the event of an adjustment pursuant to Article 7; or
- (f) any amendment to the amendment provisions of the Plan,

provided that (i) Common Shares held directly or indirectly by Insiders benefiting from the amendments in Sections (a), (b) and (c) shall be excluded when obtaining such shareholder approval; and (ii) Common Shares held directly or indirectly by Insiders where the amendment will disproportionately benefit such Insiders over other Award holders shall be excluded when obtaining such shareholder approval.

7.2.3 The Board may, subject to regulatory approval, discontinue the Plan at any time without the consent of the Participants provided that such discontinuance shall not materially and adversely affect any Awards previously granted to a Participant under the Plan.

7.3 Change of Control

7.3.1 **Change of Control.** In the event of and in connection with a transaction that would constitute a Change of Control, notwithstanding anything else in this Plan but subject to the specific terms of any Grant Agreement to the contrary and the approval of the Exchange, if required, the Board shall have the right, in its discretion, to deal with any or all Award (or any portion thereof) issued under this Plan in the manner it deems fair and reasonable in the circumstances of the Change of Control. Without limiting the generality of the foregoing, in connection with a Change in Control, the Board, without any action or consent required on the part of any Participant, shall have the right to:

- (a) determine that the Awards, in whole or in part and whether vested or unvested, shall remain in full force and effect in accordance with their terms after the Change of Control;
- (b) provide for the conversion or exchange of any or all Awards (or any portion

thereof, whether vested or unvested) into or for options, rights, units or other securities in any entity participating in or resulting from a Change of Control;

- (c) cancel any unvested Awards (or any portions thereof) without payment of any kind to any Participant;
- (d) accelerate the vesting of outstanding Awards;
- (e) provide for outstanding Awards to be purchased;
- (f) accelerate the date by which any or all Awards or any portion thereof, whether vested or unvested, must be exercised either in whole or in part;
- (g) deem any or all Awards or any portion thereof, whether vested or unvested (including those accelerated pursuant to this Plan) to have been exercised in whole or in part, tender, on behalf of the Participant, the underlying Common Shares that would have been issued pursuant to the exercise of such Awards to any third party purchaser in connection with the Change of Control, and pay to the Participant on behalf of such third party purchaser an amount per underlying Common Share equal to the positive difference between the Change of Control price of the Common Shares and the applicable exercise price; or
- (h) take such other actions, and combinations of the foregoing actions or any other actions permitted under this Section 7.3.1, as it deems fair and reasonable under the circumstances.

7.4 Settlement of RSUs during a Black-Out Period

Notwithstanding any other provision of this Plan, in the event that a RSU Settlement Date falls during a Black-Out Period or other trading restriction imposed by the Corporation, then such RSU Settlement Date shall be automatically extended to the tenth (10th) Business Day following the date that such Black-Out Period or other trading restriction is lifted, terminated or removed.

ARTICLE 8 MISCELLANEOUS

8.1 Use of an Administrative Agent and Trustee

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under the Plan and to act as trustee to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the holdings of the respective Awards, vesting periods, Performance Criteria and Participants.

8.2 Tax Withholding

- 8.2.1 Notwithstanding any other provision of this Plan, all distributions, delivery of Common Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of applicable source deductions and other applicable withholding taxes or other required deductions

(“**Applicable Taxes**”). If the event giving rise to the Applicable Taxes involves an issuance or delivery of Common Shares, then the Applicable Taxes may be satisfied by (a) having the Participant elect to have the appropriate number of such Common Shares underlying an Award sold by the Corporation’s transfer agent and registrar, any trustee appointed by the Corporation pursuant to Section 8.1 or broker, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Corporation, which will in turn remit such amounts to the appropriate governmental authorities, or (b) any other mechanism as may be required or appropriate to conform with local tax and other rules.

8.3 Reorganization of the Corporation

The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation’s capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.4 Governing Laws

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

8.5 Severability

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

8.6 Language

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

8.7 Effective Date of the Plan

The Plan was approved by the Board on April 6, 2026, approved by its shareholders on May 22 2026, and shall take effect on upon the listing of the Common Shares on the TSX.

ADDENDUM FOR PARTICIPANTS IN THE UNITED STATES

Capitalized terms used but not defined in this Addendum shall have the same meanings assigned to them in the Omnibus Incentive Plan of Volatus Aerospace Inc. (the “**Plan**”).

General

This Addendum includes additional terms and conditions that govern the Plan and Awards if the Participant works and/or resides in the United States or is otherwise a taxpayer to the United States.

The information contained herein is general in nature and may not apply to the Participant’s particular situation. As a result, the Corporation is not in a position to assure the Participant of any particular result. Accordingly, the Participant is strongly advised to seek appropriate professional advice as to how the relevant laws may apply to the Participant’s individual situation.

Section 409A and Section 457A of the Internal Revenue Code

With respect to Awards subject to Section 409A or Section 457A of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder (the “**Code**”), the Plan is intended to be exempt from or otherwise to comply with the requirements of Section 409A and Section 457A of the Code and the provisions of the Plan and any Grant Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A and Section 457A of the Code, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award is ambiguous such that an interpretation of the provision would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted so as to avoid frustrating or conflicting with this intent. If an amount payable under an Award as a result of the Participant ceasing to be an Eligible Participant (other than due to death) at a time when the Participant is a “specified employee” under Section 409A of the Code constitutes a deferral of compensation subject to Section 409A of the Code, then payment of such amount shall not occur until six months and one day after the date of the Participant’s Termination Date, except as permitted under Section 409A of the Code. If the Award includes a “series of installment payments” (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), the Participant’s right to the series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if the Award includes “dividend equivalents” (within the meaning of Section 1.409A-3(e) of the Treasury Regulations), the Participant’s right to the dividend equivalents shall be treated as a right to a payment or series of payments that is separate from the right to any other payments payable under the Award. Notwithstanding the foregoing, the tax treatment of the benefits provided under the Plan or any applicable Grant Agreement is not warranted or guaranteed, and in no event shall the Corporation be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A or Section 457A of the Code.

Incentive Stock Options

“Incentive Stock Option” means an option representing the right to purchase Common Shares from the Corporation, granted pursuant to Article 3 of the Plan, that meets the requirements of Section 422 of the Code.

Subject to adjustment as provided in Article 8 of the Plan and without limiting Article 2.4.1 of the Plan, the maximum number of Common Shares available for issuance with respect to Incentive Stock Options shall equal 5,000,000.

Terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions

of Section 422 of the Code shall be subject to the following terms and conditions, with such additional restrictions or changes as the Committee determines are appropriate but not in conflict with Section 422 of the Code and the relevant regulations and rulings of the Internal Revenue Service:

Recipients. Incentive Stock Options may be granted only to employees of the Corporation or of a parent or subsidiary corporation (as defined in Section 424 of the Code).

Exercise Price. Immediately before the Incentive Stock Option is granted, if the Participant owns directly or by reason of the applicable attribution rules in Section 424(d) of the Code:

10% or less of the total combined voting power of all classes of stock of the Company or an Affiliate, the Exercise Price per share of the Common Shares covered by each Incentive Stock Option shall not be less than 100% of the Market Value per share of the Common Shares on the grant date of the Incentive Stock Option; or

More than 10% of the total combined voting power of all classes of stock of the Company or an Affiliate, the Exercise Price per share of the Common Shares covered by each Incentive Stock Option shall not be less than 110% of the Market Value per share of the Common Shares on the grant date of the ISO.

Term of Option. For Participants who own:

10% or less of the total combined voting power of all classes of stock of the Company or an Affiliate, each Incentive Stock Option shall terminate not later than the tenth anniversary of the grant date or at such earlier time as the Grant Agreement may provide; or

More than 10% of the total combined voting power of all classes of stock of the Company or an Affiliate, each Incentive Stock Option shall terminate not later than the fifth anniversary of the grant date or at such earlier time as the Grant Agreement may provide.

Limitation on Annual Vesting. The Grant Agreements shall restrict the amount of Incentive Stock Options which may vest and become exercisable in any calendar year (under this or any other plan of the Company or an Affiliate pursuant to which Incentive Stock Options are awarded) so that the aggregate Market Value (determined on the grant date for each Incentive Stock Option) of the Common Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant in any calendar year does not exceed \$100,000. To the extent that the aggregate Market Value of the Common Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Affiliate) exceeds \$100,000, such Options shall be treated as non-qualified options. For purposes of determining whether the \$100,000 vesting limitation is exceeded, Incentive Stock Options shall be taken into account in the order in which they were granted.

Termination of Incentive Stock Option. If a Participant ceases to be an Eligible Participant, an Incentive Stock Option shall cease to be exercisable (i) if the Participant ceases to be an Eligible Participant because of the Participant's death or because the Participant becomes Disabled, no later than the one year anniversary of the date the Participant ceases to be an Eligible Participant; and (ii) if the Participant ceases to be an Eligible Participant for any reason other than for "Cause", resignation, death or after becoming Disabled, no later than 90 days following the date the Participant ceases to be an Eligible Participant.

Payment of Exercise Price. Notwithstanding any provision of Section 6 of the Plan, the Committee shall accept only such payment on exercise of an Incentive Stock Option as is also permitted by Section 422 of the Code.

Disqualifying Disposition. Each Participant who receives Incentive Stock Options must notify the Company in writing immediately after the Participant makes a Disqualifying Disposition of any Common Shares acquired pursuant to the exercise of an Incentive Stock Option. A “Disqualifying Disposition” is defined in Section 424(c) of the Code and includes any disposition (including any sale or gift) of such Common Shares before the later of (A) two years after the date the Participant was granted the Incentive Stock Option, and (B) one year after the date the Participant acquired Common Shares by exercising the Incentive Stock Options except as otherwise provided in Section 424(c) of the Code. If the Participant dies before the Common Shares are sold, these holding period requirements do not apply and no Disqualifying Disposition can occur after the date of the Participant’s death.

Conversion of Incentive Stock Options to Non-Qualified Options. The Committee, at the written request of a Participant, may in its discretion take such actions as may be necessary to convert the Participant’s Incentive Stock Options (or any portions thereof) that have not been exercised on the date of conversion into non-qualified options at any time prior to the expiration of such Incentive Stock Options, regardless of whether the Participant is an Employee of the Company or an Affiliate at the time of such conversion. At the time of such conversion, the Committee (with the consent of the Participant) may impose such conditions on the exercise of the resulting non-qualified options as the Committee in its discretion may determine, provided that the conditions are consistent with this Plan. Nothing in the Plan shall be deemed to give any Participant the right to have such Participant’s Incentive Stock Options converted into non-qualified options, and no such conversion shall occur until and unless the Committee takes appropriate action. The Committee, with the consent of the Participant, may also terminate any portion of any Incentive Stock Options that has not been exercised at the time of the conversion.

Change of Control

For any Award that provides for accelerated distribution on a Change of Control of amounts that constitute “deferred compensation” (as defined in Section 409A of the Code), if the event that constitutes such Change of Control does not also constitute a change in the ownership or effective control of the Corporation, or in the ownership of a substantial portion of the Corporation’s assets (in either case, as defined in Section 409A of the Code), such amount shall not be distributed on such Change of Control but instead shall vest as of such Change of Control and shall be distributed on the scheduled payment date specified in the applicable Grant Agreement, except to the extent that earlier distribution would not result in the Participant who holds such Award incurring interest or additional tax under Section 409A of the Code.

Termination or Cessation of Employment

With respect to any Award subject to Section 409A of the Code (and not exempt therefrom), a Participant will cease to be an Eligible Participant upon the occurrence of the Participant’s “separation from service” (as such term is defined under Section 409A of the Code).

SCHEDULE “B”

ADVANCE NOTICE BY-LAW

BY-LAW NO. 2

A by-law relating to
nominations for election to the
board of directors of

VOLATUS AEROSPACE INC.
(the “Corporation”)

ARTICLE I

Definitions

“**Act**” means the *Canada Business Corporations Act*, as amended from time to time.

“**Affiliate**” when used to indicate a relationship with a specific person, shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such specified person. For purpose of this definition: (a) “**control**”, as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and (b) “**controlled by**” or under “**common control with**” have correlative meanings.

“**Applicable Securities Laws**” means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such legislation and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each province and territory of Canada.

“**Articles**” means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, arrangement, reorganization or revival of the Corporation.

“**Associate**” has the meaning given to it in the Act.

“**By-laws**” means this By-law and any other by-laws of the Corporation as amended and which are, from time to time, in force and effect.

“**Board**” means the board of directors of the Corporation.

“**Close of Business**” means 5:00 p.m. (Toronto time) on a business day in that city.

“**Meeting Notice Date**” means the date on which the first notice to the shareholders or first Public Announcement of the date of the meeting of shareholders was issued by the Corporation.

“**meeting of shareholders**” means an annual, an annual and special meeting or a special meeting (which is not an annual and special meeting) of shareholders.

“**Nominating Shareholder**” has the meaning given to it in Section 2.01(c).

“**Nomination Notice**” has the meaning given to it in Section 2.03.

“**person**” means any individual or entity.

“**Proposed Nominee**” has the meaning given to it in Section 2.04(a).

“**Public Announcement**” means disclosure in (a) a press release reported in a national news service in Canada, or (b) a document publicly filed by the Corporation or its transfer agent and registrar under the Corporation's profile on SEDAR+.

“**SEDAR+**” means the System for Electronic Document Analysis and Retrieval+ at www.sedarplus.ca.

“**special meeting**” includes a meeting of any class or classes of shareholders, and a special meeting of all shareholders entitled to vote at an annual meeting of shareholders.

ARTICLE II

Advance Notice of Nomination of Directors

Section 2.01 Nomination Procedures. Subject to the Act, Applicable Securities Laws and the Articles, only those individuals nominated in accordance with the procedures set out in this Article II shall be eligible for the election to the Board. Nominations of persons for election to the Board may only be made at any annual meeting of shareholders, or at a special meeting of shareholders called for any purpose, which includes the election of directors, as follows:

- (a) by or at the direction of the Board, including pursuant to a notice of meeting;
- (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act, or a requisition of shareholders meeting by one or more shareholders made in accordance with the Act; or
- (c) by any person (a “**Nominating Shareholder**”) who:
 - (i) at the close of business on the date of giving the Nomination Notice set out in Section 2.03, and on the record date for determining shareholders entitled to vote at such meeting, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and provides evidence of such beneficial ownership to the Corporation; and
 - (ii) complies with the notice procedures set forth in this Article II.

Section 2.02 Exclusive Means. For the avoidance of doubt, the procedures set forth in this Article II shall be the exclusive means for any person to bring nominations for election to the Board at or in connection with any annual or special meeting of shareholders of the Corporation.

Section 2.03 Timely Notice. A Nominating Shareholder must give written notice of its director nomination, which notice must have the contents required by Article II hereof (such notice, a “**Nomination Notice**”), to the secretary of the Corporation even if such matter is already the subject of a notice to the shareholders or a Public Announcement. The Nomination Notice must be received by the Corporation:

- (a) in the case of an annual meeting of shareholders, not less than 30 days before the date of such meeting; provided, however, that, if: (i) an annual meeting is called for a date that is less than 50 days after the Meeting Notice Date, notice by the Nominating Shareholder shall be made not less than the close of business on the 10th day after the Meeting Notice Date; and (ii) the Corporation uses “notice-and-access” (as defined in National Instrument 54-101 – *Communications with Beneficial Owners of Securities of a Reporting Issuer*) to send proxy-related materials to shareholders in connection with an annual meeting, notice must be received not less than 40 days before the date of the annual meeting;
- (b) in the case of a special meeting (which is also an annual meeting) of shareholders called for the purpose of electing directors (whether or not also called for the purpose of conducting other business), not later than the close of business on the 15th day after the Meeting Notice Date.

In the event of an adjournment or postponement of an annual meeting or special meeting of shareholders or any announcement thereof, a new time period shall commence for the giving of a timely notice under this Section 2.03.

Section 2.04 Nomination Notice Information. To be in proper written form, a Nomination Notice must comply with this Article II and must disclose or include, as applicable:

- (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (each a “**Proposed Nominee**”):

- (i) the name, age and business and residential address of the Proposed Nominee;
 - (ii) a statement indicating whether the Proposed Nominee is a “resident Canadian” as defined in the Act;
 - (iii) the principal occupation, business or employment of the Proposed Nominee, both at present and within the five years preceding the notice;
 - (iv) the number of securities of each class of securities of the Corporation (or any of its subsidiaries) beneficially owned, or controlled or directed, directly or indirectly, by the Proposed Nominee, as of the record date for the meeting (if such date shall then have been made publicly available and shall have occurred) and as of the date of such Nomination Notice;
 - (v) a description of any relationship, agreement, arrangement or understanding (including financial, compensatory, indemnity related or otherwise) between the Nominating Shareholder and the Proposed Nominee, or any Affiliates or Associates of, or any person acting jointly or in concert with the Nominating Shareholder or the Proposed Nominee, in connection with the Proposed Nominee's nomination and election as a director;
 - (vi) whether the Proposed Nominee is a party to any existing or proposed relationship, agreement, arrangement or understanding with any competitor of the Corporation or its Affiliates or any other third party which may give rise to a real or perceived conflict of interest between the interests of the Corporation and the interests of the Corporation and the interests of the Proposed Nominee;
 - (vii) a duly completed personal information form in respect of the Proposed Nominee in the form prescribed from time to time by the principal stock exchange on which the securities of the Corporation are then listed for trading; and
 - (viii) any other information relating to the Proposed Nominee that would be required to be disclosed in a dissident proxy circular or other filings required to be made in connection with the solicitation of proxies for the election of directors pursuant to the Act or Applicable Securities Laws; and
- (b) as to each Nominating Shareholder:
- (i) the name, business and, if applicable, residential address of such Nominating Shareholder;
 - (ii) the number of securities of each class of securities of the Corporation (or any of its subsidiaries) beneficially owned, or controlled or directed, directly or indirectly, by such Nominating Shareholder or any other person with whom such Nominating Shareholder is acting jointly or in concert (and, for each such person, any options or other rights to acquire shares in the capital of the Corporation, any derivatives or other securities, instruments or arrangements for which the value or delivery, payment or Settlement obligations are derived from, referenced to or based on any such shares, and any hedging transactions, short positions and borrowing or lending arrangements relating to such shares) with respect to the Corporation or any of its securities, as of the record date for the meeting (if such date shall then have been made publicly available and shall have occurred) and as of the date of such Nomination Notice;
 - (iii) the interests in, or rights or obligations associated with, any agreement, arrangement or understanding, the purpose or effect of which may be to alter, directly or indirectly, such Nominating Shareholder's economic interest in a security of the Corporation or such Nominating Shareholder's economic exposure to the Corporation;
 - (iv) full particulars regarding any proxy, contract, arrangement, agreement, understanding or relationship pursuant to which such Nominating Shareholder, or any of its Affiliates or Associates, or any person acting jointly or in concert with such person, has any interests, rights or obligations relating to the voting of any securities of the Corporation or the nomination of directors to the Board;
 - (v) a representation and proof that the Nominating Shareholder is a holder of record of securities of the Corporation, or a beneficial owner, entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such nomination;

- (vi) a representation as to whether such Nominating Shareholder intends to deliver a proxy circular and form of proxy to any shareholder of the Corporation in connection with the election of directors or otherwise solicit proxies of votes from shareholders of the Corporation in support of such nomination; and
 - (vii) any other information relating to such Nominating Shareholder that would be required to be disclosed in a dissident proxy circular or other filings required to be made in connection with the solicitation of proxies for the election of directors pursuant to the Act or Applicable Securities Laws; and
- (c) a written consent duly signed by each Proposed Nominee to being named as a nominee for election to the Board and to serve as a director of the Corporation, if elected.

Reference to “**Nominating Shareholder**” in this Section 2.04 shall be deemed to refer to each shareholder that nominates or seeks to nominate a person for election as a director in the case of a nomination proposal where more than one shareholder is involved in making the nomination proposal.

Section 2.05 Additional Information. The Corporation may require any Proposed Nominee to furnish such other information as may be reasonably required by the Corporation to determine whether the Proposed Nominee would be considered “independent” under the relevant standards contemplated by Applicable Securities Laws or any stock exchange rules that may be applicable to the Corporation in the same manner as such standards are applicable to the Corporation's other directors.

Section 2.06 Compliance. In addition to the provisions of this Article II, a Nominating Shareholder and any Proposed Nominee shall also comply with all of the applicable requirements of the Act, Applicable Securities Laws and applicable stock exchange rules regarding the matters set forth in this Article II.

Section 2.07 Currency of Notice. All information to be provided in a Nomination Notice shall be provided as of the date of such Nomination Notice. To be considered timely and in proper form, a Nomination Notice shall be promptly updated and supplemented, if necessary, by the Nominating Shareholder so that the information provided or required to be provided in such Nomination Notice shall be true and correct as of the record date for the meeting.

Section 2.08 Delivery of Notice. Notwithstanding any other provision of this By-law, a Nominating Shareholder shall deliver the Nomination Notice to the Corporation's registered office by personal delivery, nationally recognized overnight courier (with all fees prepaid), certified or registered mail (in each case, return receipt requested, postage prepaid) or email of a PDF document at such email address as stipulated from time to time by the secretary of the Corporation for purposes of this notice (with confirmation of transmission). A Nomination Notice shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or by courier or mail to the secretary at the address of the registered office of the Corporation; provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Toronto time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

Section 2.09 Power of the Chair. The chair of any meeting of shareholders of the Corporation shall have the power to determine whether a nomination was made in accordance with the provisions of this Article II and, if any proposed nomination is not in compliance with this Article II, to declare that such defective nomination shall not be disregarded.

ARTICLE III **Waiver**

Section 3.01 The Board may, in its sole discretion, waive any requirement in this By-law.

MADE by the Board on April 6, 2026.

SCHEDULE "C"

AUDIT COMMITTEE CHARTER

VOLATUS AEROSPACE INC.

Audit Committee Charter

This Charter has been adopted in order to comply with the Instrument and to assist the audit committee in the oversight of the financial reporting process of the Company. Nothing in this charter is intended to restrict the ability of the board of directors or audit committee to alter or vary procedures in order to comply more fully with the Instrument, as amended from time to time.

PART 1

1.1 Purpose

The purpose of the audit committee is to:

- (a) review all periodic financial statements, monitor the Corporation's regulatory financial disclosure requirements, and make recommendations respecting financial reporting matters;
- (b) assist the board of directors to discharge its responsibilities;
- (c) provide an accountable avenue of communication between the board of directors and the Company's EAs;
- (d) ensure the EA's independence;
- (e) ensure the availability and transparency of financial reports; and
- (f) ensure that outside members of the board of directors have ready access to the EA to responsible members of management in financial reporting matters.

1.2 Definitions

Unless otherwise defined in this Charter, terms shall have the meanings set forth below:

"**audit services**" means the professional services rendered by the Company's external auditor for the audit and review of the Company's financial statements or services that are normally provided by the external auditor in connection with statutory and regulatory filings or engagements.

"**Board**" means the board of directors of the Company.

"**Charter**" means this audit committee charter.

"**Company**" or "**Corporation**" means Volatus Aerospace Inc.

"**Committee**" means the audit committee established by the Board for the purpose of overseeing the accounting, financial reporting processes of the Company and audits of the financial statements of the Company.

"**EA**" means the Company's external auditors, from time to time. "**Instrument**" means Multilateral Instrument 52-110.

"**MD&A**" has the meaning ascribed to it in National Instrument 51-102. "**Member**" means a member of the Committee.

"**National Instrument 51-102**" means National Instrument 51-102 Continuous Disclosure Obligations. "**non-audit services**" means services other than audit services.

PART 2

- 2.1 The Board has hereby established this Charter to set forth the duties and responsibilities of the Committee.
- 2.2 The Committee shall be comprised of at least three financially literate directors, each of whom is independent (as defined in the Instrument). An individual is financially literate if he or she has 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 reasonably be expected to be contained in the Company's financial statements.
- 2.3 The Board will direct the EA to report directly to the Committee and the Members have the irrevocable authority to enforce this procedure.
- 2.4 The Committee will be directly responsible for overseeing the work of the EA engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the EA regarding financial reporting.
- 2.5 The Committee will be responsible for recommending to the Board:
 - (a) the EA to be nominated for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company; and
 - (b) the compensation of the EA.
- 2.6 Without limitation, the Committee will be responsible for:
 - (a) reviewing the audit plan with management and the EA;
 - (b) reviewing with management and the EA any proposed changes in major accounting policies, the presentation and impact of significant risks and uncertainties, and key estimates and judgements of management that may be material to financial reporting;
 - (c) questioning management and the EA regarding significant financial reporting issues occurring during the fiscal period under review and the method of resolution;
 - (d) reviewing any problems experienced by the EA in performing the audit, including any restriction imposed by management or significant accounting issue on which there was disagreement with management;
 - (e) reviewing audited annual financial statements, in conjunction with the report of the EA, and discussing with management any significant variances between comparative reporting periods;
 - (f) reviewing the post-audit or management letter, containing the recommendations of the EA, and subsequent follow-up;
 - (g) reviewing interim unaudited financial statements before release to the public;
 - (h) reviewing all public disclosure documents containing audited or unaudited financial information before release, including any prospectus, the annual report, the annual information form and management's discussion and analysis;
 - (i) reviewing the evaluation of internal controls by the EA, and subsequent follow-up;

- (j) reviewing the terms of reference of the internal auditor, if any;
 - (k) reviewing reports issued by the internal auditor, if any, and subsequent follow-up; and
 - (l) reviewing the appointments of chief financial officers and all other key financial executives involved in the financial reporting process, as applicable.
- 2.7 The Committee will approve all non-audit services to be provided to the Company or its subsidiary entities by the Company's EA.
- 2.8 The Committee will review the Company's financial statements, MD&A and annual and interim earnings press releases before the Company publicly discloses this information.
- 2.9 The Committee will ensure that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from the Company's financial statements and will periodically assess the adequacy of those procedures.
- 2.10 When there is to be a change of auditor, the Committee will review all issues related to the change, including the information to be included in the notice of change of auditor called for under prevailing laws and policies, and the planned steps for an orderly transition.
- 2.11 The Committee will review all reportable events, including disagreements, unresolved issues and consultations.
- 2.12 The Committee will, as applicable, establish procedures for:
- (a) the receipt, retention and treatment of complaints received by the issuer regarding accounting, internal accounting controls, or auditing matters; and
 - (b) the confidential, anonymous submission by employees of the issuer of concerns regarding questionable accounting or auditing matters.
- 2.13 As applicable, the Committee will establish, periodically review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former EA of the issuer, as applicable.
- 2.14 The responsibilities outlined in this Charter are not intended to be exhaustive. Members must consider any additional areas which may require oversight when discharging their responsibilities.

PART 3

- 3.1 The Committee shall have the authority to:
- (a) engage independent 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.

PART 4

- 4.1 Meetings of the Committee will be scheduled to take place at regular intervals and, in any event, not less frequently than quarterly.
- 4.2 Members will be afforded reasonable opportunities to privately meet with the EA, the internal auditor and members of senior management.

4.3 Minutes will be kept of all meetings of the Committee.

PART 5

5.1 If management of the Company solicits proxies from the security holders of the Company for the purpose of electing directors to its Board, the Committee shall ensure that the Company includes in its management information circular the disclosure required by Form 52-110F2 of the Instrument.

SCHEDULE "D"

BOARD MANDATE

Please see attached.

**VOLATUS AEROSPACE INC.
MANDATE OF THE BOARD OF DIRECTORS**

Purpose

1. The board of directors (the "**Board**") of Volatus Aerospace Inc. (the "**Corporation**") is responsible for stewardship of the Corporation, supervising the management of the business and affairs of the Corporation, and providing leadership to the Corporation by practicing responsible, sustainable and ethical decision making. In discharging its responsibility, the Board will exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances and will act honestly and in good faith with a view to the best interests of the Corporation.

Board Composition

2. The Board will consist of a minimum of three members.
3. A majority of the members of the Board will be independent pursuant to National Policy 58-201 *Corporate Governance Guidelines* (as implemented by the Canadian Securities Administrators and as amended from time to time).
4. The Board should consist of professional and competent members with an appropriate mix of skills and abilities to ensure that the Board carries out its duties and responsibilities in the most effective manner and that the Corporation meets its legal, financial and operational objectives.
5. The directors will be elected at the annual general meeting of the Corporation each year and will hold office until their successors are duly elected or appointed.
6. To be considered for nomination and election to the Board, individuals must demonstrate integrity and high ethical standards in their business dealings, their personal affairs and in the discharge of their duties to and on behalf of the Corporation.

Committees of the Board

7. The Board will carry out its mandate directly and through the following committees of the Board (and such other committees as it appoints from time to time):
 - (a) Audit Committee; and
 - (b) Such other committees as the Board deems appropriate; (collectively, the "**Committees**").
8. Each Committee will function according to a written mandate, as approved by the Board. The Committees will review and assess the adequacy of the mandates of the Committees on an annual basis.

Duties and Responsibilities

9. The Board will have the specific duties and responsibilities outlined below:

Legal Obligations

10. Act honestly and in good faith with a view to the best interests of the Corporation;
11. Exercise the care, diligence and skill that a reasonably prudent Board would exercise in comparable circumstances; and
12. Direct management to ensure legal, regulatory and exchange requirements applicable to the Corporation have been met.

Supervision of Management

13. Select and appoint the Chief Executive Officer ("**CEO**"), and with the assistance of the independent directors, establish CEO goals and objectives and evaluate CEO performance;

14. Assist the CEO to select and appoint the Chief Financial Officer, Chief Operating Officer, Secretary and any Vice President, establish each of these officers' goals and objectives and monitor their performance
15. Maintain a succession plan for the replacement of the CEO and executive officers; and
16. To the extent feasible, to satisfy itself as to the integrity of the CEO and other executive officers and that the CEO and other executive officers create a culture of integrity throughout the Corporation.

Governance

17. Review on an annual basis, and either approve or require revisions to the mandates of the Board and the Committees, position descriptions, the code of business conduct and ethics (the "Code") and all other policies of the Corporation (collectively the "Governance Documents");
18. Take reasonable steps to satisfy itself that each director, the CEO and the executive officers are:
 - (a) performing their duties ethically;
 - (b) conducting business on behalf of the Corporation in accordance with their requirements and the spirit of the Governance Documents; and
 - (c) fostering a culture of integrity throughout the Corporation;
19. As governance standards evolve and following each annual review of the Corporation's Governance Documents, either confirm or amend the Corporation's governance policies;
20. Take reasonable steps to create procedures and policies that are designed to ensure that the Board, the Committees, the chair of the Board, the chair of the Committees, each director, the CEO, the executive officers, management and employees are, in the discharge of their duties:
 - (a) acting ethically;
 - (b) conducting business on behalf of the Corporation in accordance with their requirements and the spirit of the Governance Documents; and
 - (c) are fostering a culture of integrity throughout the Corporation;
21. Ensure that the Corporation's Governance Documents are readily available to the directors, executive officers, management, employees and consultants and be publicly disclosed;
22. Administer the receipt of conflicts of interest concerns raised pursuant to the Code, conduct investigations and respond to their resolution; and
23. Review conflicts of interest and departures from the Code, determine whether material change reports or any other disclosure is required in respect of the conflicts and departures.

Communications

24. Review, with reasonable frequency, the disclosure policy which provides for disclosure and communications practices governing the Corporation.

Waivers & Conflicts

25. Review departures from the Code;

26. Provide or deny waivers from the Code; and
27. Disclose departures from the Code including by filing required material change reports for material departures from the Code containing:
 - (a) the date of the departure;
 - (b) the parties involved;
 - (c) the reason why the Board has or has not sanctioned the departure; and
 - (d) any measures taken to address or remedy the departure.

Strategic Planning

28. Adopt a strategic planning process for increasing shareholder value, annually approve a strategic plan, and regularly monitor the Corporation's performance against its strategic plan;
29. Approve capital and operating budgets to implement the strategic plan;
30. Conduct periodic reviews of the Corporation's resources, risks, and regulatory constraints and opportunities to facilitate the strategic plan; and
31. Evaluate management's analysis of the strategies of existing and potential competitors and their impact, if any, on the Corporation's strategic plan.

Risk Management

32. Adopt a process to identify the principal risks of the Corporation's business and ensure the implementation of appropriate systems to manage these risks; and
33. Together with the Audit Committee, ensure policies and procedures are in place and are effective to maintain the integrity of the Corporation's:
 - (a) disclosure controls and procedures;
 - (b) internal controls over financial reporting;
 - (c) management information systems; and
 - (d) auditing and accounting principles and practices.

Financial Management

34. Review, and on the recommendation of the Audit Committee, approve, prior to their public dissemination:
 - (a) interim and annual financial statements and notes thereto;
 - (b) managements' discussion and analysis of financial condition and results of operations;
 - (c) relevant sections of the annual report, annual information form and management information circular containing financial information;
 - (d) forecasted financial information and forward looking statements; and
 - (e) all press releases and other documents in which financial statements, earnings forecasts, results of operations or other financial information is disclosed;

35. Approve dividends and distributions, material financings, transactions affecting authorized capital or the issue and repurchase of shares and debt securities, and all material divestitures and acquisitions; and

36. Review and approve budgets, major expenditures and cash flow forecasts.

Board Meetings

37. The Board will meet in person, or by telephone conference call, at least once each quarter and as often thereafter as required to discharge the duties of the Board;

38. Hold meetings of the independent directors without management and non-independent directors present; and

39. Comply with the position description applicable to individual directors.

Materials

40. The Board has access to all books, records, facilities and personnel of the Corporation necessary for the discharge of its duties.

Advisors

41. The Board has the power, at the expense of the Corporation, to retain, instruct, compensate and terminate independent advisors to assist the Board in the discharge of its duties.