NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

IN RESPECT OF AN

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

March 25, 2026

YANGARRA RESOURCES LTD.
Suite 1530, 715 – 5th Avenue S.W.
Calgary, Alberta T2P 2X6

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

(the "Notice of Meeting")

TAKE NOTICE that an Annual General and Special Meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares (the "**Common Shares**") in the capital of Yangarra Resources Ltd. (the "**Corporation**") will be held at the Tillyard Management Conference Centre, Main Floor, 715 – 5th Avenue S.W. T2P 2X6, Calgary, Alberta, on Friday, May 1, 2026 at 10:00 a.m. (Calgary time) for the following purposes:

1. to receive the consolidated financial statements of the Corporation for the financial year ended December 31, 2025, together with the auditor's report thereon;

2. to fix the number of directors to be elected at the Meeting at seven (7);

3. to elect directors for the Corporation for the ensuing year;

4. to re-appoint MNP LLP, Chartered Professional Accountants, as the auditors of the Corporation for the ensuing year and to authorize the board of directors to fix their remuneration;

5. to consider, and, if deemed appropriate, to pass, with or without variation, an ordinary resolution approving the Corporation's amended and restated restricted share unit plan; and

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

The board of directors of the Corporation has fixed the record date for the Meeting as of the close of business on Wednesday, March 25, 2026 (the "**Record Date**"). Only Shareholders of record at the Record Date are entitled to notice of and to participate at the Meeting, and only such persons or those who become holders of Common Shares after the Record Date and comply with the provisions of the *Business Corporations Act* (Alberta) are entitled to vote at the Meeting.

Proxies are being solicited by management of the Corporation. A Shareholder may attend the Meeting in person or may be represented there by proxy. A form of proxy (the "Form of Proxy") for use at the Meeting or any adjournment thereof is enclosed with this Notice of Meeting. Shareholders who are unable to attend the Meeting or any adjournment thereof in person are requested to complete, sign and mail the enclosed Form of Proxy to, or deposit it with, the Corporation's registrar and transfer agent, Computershare Trust Company of Canada, Proxy Department, 320 Bay Street, 14th Floor, Toronto, Ontario, M5H 4A6, or by facsimile at 1-866-249-7775, so that it is received no later than 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the time of the Meeting or any adjournment thereof. Shareholders may also use the internet site at www.investorvote.com to transmit their voting instructions or vote by phone at 1-866-732-VOTE (8683) (toll-free within North America), or 1-312-588-4290 (outside North America). Shareholders are cautioned that the use of mail to transmit proxies is at each Shareholder's risk.

Please ensure your vote is represented at the Meeting by submitting your proxy in accordance with the instructions above.

Shareholders are referred to the Information Circular of the Corporation dated March 25, 2026, accompanying this Notice of Meeting for more detailed information regarding the matters to be considered at the Meeting.

DATED at Calgary, Alberta this 25th day of March, 2026.

BY ORDER OF THE BOARD OF DIRECTORS OF YANGARRA RESOURCES LTD.

Per: (signed) "***James G. Evaskevich***"
Chief Executive Officer

YANGARRA RESOURCES LTD.

MANAGEMENT INFORMATION CIRCULAR

(as at March 25, 2026, except as otherwise indicated)

This management information circular (the "**Information Circular**") is furnished in connection with the solicitation of proxies by or on behalf of the management of Yangarra Resources Ltd. (the "**Corporation**" or "**Yangarra**") for use at the annual general meeting of the holders ("**Shareholders**") of the common shares ("**Common Shares**") of the Corporation to be held on Friday, May 1, 2026 at 10:00 a.m. (Calgary time) at Tillyard Management Conference Centre, Main Floor, 715 – 5th Avenue S.W., Calgary, Alberta, T2P 2X6 and at any adjournment thereof (the "**Meeting**") for the purposes set out in the notice of meeting (the "**Notice of Meeting**") accompanying this Information Circular. Unless otherwise noted, information in this Information Circular is given as at March 25, 2026.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation is made on behalf of management of the Corporation. Proxies are being solicited primarily by mail, but may also be solicited by e-mail, facsimile or oral communication by the directors, officers and employees of the Corporation, at no additional compensation. The costs incurred in the preparation and mailing of the form of proxy (the "**Form of Proxy**"), the Notice of Meeting and this Information Circular will be borne by the Corporation.

Appointment and Revocation of Proxies

The individuals named in the accompanying Form of Proxy are officers of the Corporation. **A Shareholder has the right to appoint a person (who need not be a Shareholder) other than James G. Evaskevich and James A. Glessing, the management designees, to attend and represent the Shareholder and act on the Shareholder's behalf at the Meeting**. Such right may be exercised by inserting in the blank space provided in the accompanying Form of Proxy the name of the person to be designated or by completing another proper Form of Proxy and, in either case, depositing the Form of Proxy with the registrar and transfer agent of the Corporation, Computershare Trust Company of Canada ("**Computershare**"). A proxy will not be valid unless the completed, dated and signed Form of Proxy is delivered to Computershare Trust Company of Canada, Proxy Department, 320 Bay Street, 14th Floor, Toronto, Ontario, M5H 4A6, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or any adjournment of the Meeting.

A Shareholder who has given a proxy may revoke it as to any matter upon which a vote has not already been cast pursuant to the authority conferred by the proxy, prior to the revocation. A Shareholder may revoke a proxy by depositing an instrument in writing, executed by the Shareholder or by the Shareholder's attorney authorized in writing or, if the Shareholder is a corporation, by a duly authorized officer or attorney of the corporation with:

(a) Computershare, 320 Bay Street, 14th Floor, Toronto, Ontario, M5H 4A6, at any time, not less than 48 hours, excluding Saturdays, Sundays and statutory holidays, preceding the Meeting or an adjournment of the Meeting at which the proxy is to be used;

(b) At the registered office of the Corporation, Suite 1530, 715 – 5th Avenue S.W., Calgary, Alberta, T2P 2X6, at any time up to and including the last business day preceding the day of the Meeting or an adjournment of the Meeting at which the proxy is to be used; or

(c) With the chairman of the Meeting on the day of the Meeting or at any adjournment of the Meeting.

In addition, a proxy may be revoked by the Shareholder executing another Form of Proxy bearing a later date and depositing same with Computershare, within the time period set out under the heading "*Voting of Proxies*", or by the Shareholder personally attending the Meeting and voting his or her Common Shares or in any other manner permitted by law.

Voting of Proxies

All Common Shares represented at the Meeting by properly executed proxies will be voted by the persons named in the proxy, and where a choice with respect to any matter to be acted upon has been specified in the instrument of proxy, the Common Shares represented thereby will be voted or withheld from voting in accordance with such specifications. **In the absence of any such specifications by the Shareholder, such Common Shares will be voted IN FAVOUR of all the matters set out herein.**

The enclosed Form of Proxy confers discretionary authority upon the management designees, or other persons appointed as proxy-holders thereunder, with respect to any amendments to or variations of matters identified in the Notice of Meeting and with respect to any other matters which may properly come before the Meeting. As of the date of this Information Circular, the management of the Corporation is not aware of any such amendments, variations, or other matters that may come before the Meeting other than matters referred to in the accompanying Notice of Meeting.

Advice to Beneficial Shareholders

The information set forth in this section is of significant importance to many shareholders who hold Common Shares through brokers and their nominees, as a substantial number of shareholders do not hold Common Shares in their own name.

Shareholders who hold their Common Shares through their brokers, intermediaries, trustees or other persons, or who otherwise do not hold their Common Shares in their own name (referred to herein as "**Beneficial Shareholders**") should note that only proxies deposited by Shareholders who appear on the records maintained by the Corporation's registrar and transfer agent as registered holders of Common Shares will be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Beneficial Shareholder by a broker, those Common Shares will, in all likelihood, not be registered in the Shareholder's name. Such Common Shares will more likely be registered under the name of the Shareholder's broker or an agent of the broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). In the United States, the vast majority of such Common Shares are registered under the name Cede & Co. (the registration name for The Depositary Trust Company, which acts as nominee for many United States brokerage firms). Common Shares held by brokers (or their agents) on behalf of a broker's client can only be voted or withheld at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. Each Beneficial Shareholder should, therefore, ensure that the voting instructions are communicated to the appropriate person well in advance of the Meeting.

Existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. The various brokers and intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. Often, the form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the instrument of proxy provided directly to the registered Shareholders by the Corporation. However, its purpose is limited to instructing the registered Shareholder (i.e., the broker or agent of the broker) on how to vote on behalf of the Beneficial Shareholder.

Beneficial Shareholders who have not objected to their intermediary disclosing certain ownership information about themselves to the Corporation are called Non-Objecting Beneficial Owners ("**NOBOs**"). Beneficial Shareholders who have objected to their intermediary disclosing ownership information about themselves to the Corporation are called Objecting Beneficial Owners ("**OBOs**").

In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners* ("**NI 54-101**") of the Canadian Securities Administrators ("**CSA**"), the Corporation has elected to send the Corporation's accompanying Notice of Meeting and this Information Circular (collectively, the "**Meeting Materials**") directly to NOBOs, and indirectly through intermediaries to the OBOs. The Corporation is not relying on the notice and access delivery procedures outlined in NI 54-101 to distribute copies of the proxy-related materials in connection with the Meeting.

The intermediaries (or their service companies) are responsible for forwarding the Meeting Materials to each OBO, unless the OBO has waived the right to receive them. Intermediaries will frequently use service companies to forward the Meeting Materials to the OBOs. Generally, an OBO who has not waived the right to receive Meeting Materials will either:

(a) be given a form of proxy which has already been signed by the intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of shares beneficially owned by the OBO and must be completed, but not signed, by the OBO and deposited with Computershare; or

(b) more typically, be given a voting instruction form ("**VIF**") which is not signed by the intermediary and which, when properly completed and signed by the OBO and returned to the intermediary or its service company, will constitute instructions the intermediary must follow.

The Corporation will be paying for intermediaries to deliver copies of the Meeting Materials and related documents to OBOs (who have not otherwise waived their rights to receive proxy-related materials).

The Meeting Materials are being sent to both registered Shareholders of the Corporation and Beneficial Shareholders. If you are a Beneficial Shareholder, and the Corporation or its agent has sent these materials to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Corporation (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

The Meeting Materials sent to the NOBOs who have not waived the right to receive Meeting Materials are accompanied by a VIF, instead of a proxy. By returning the VIF in accordance with the instructions noted on it, a NOBO is able to instruct the voting of the Common Shares owned by the NOBO.

VIFs, whether provided by the Corporation or by an intermediary, should be completed and returned in accordance with the specific instructions of the VIF. The purpose of this procedure is to permit Beneficial Shareholders to direct the voting of the Common Shares which they beneficially own. Should a Beneficial Shareholder who receives a VIF wish to attend the Meeting or have someone else attend on the Beneficial Shareholder's behalf, the Beneficial Shareholder may request a legal proxy as set forth in the VIF, which will grant the Beneficial Shareholder, or the Beneficial Shareholder's nominee, the right to attend and vote at the Meeting.

A Beneficial Shareholder who receives a VIF cannot use the form to vote Common Shares directly at the Meeting. The VIF must be returned to the intermediary (or instructions respecting the voting Common Shares must otherwise be communicated to the intermediary) well in advance of the Meeting in order to have the Common Shares voted. If you have any questions respecting the voting of Common Shares held through a broker or other intermediary, please contact that broker or intermediary for assistance.

Although a Beneficial Shareholder may not be recognized at the Meeting for the purpose of voting Common Shares registered in the name of the broker, a Beneficial Shareholder may attend the Meeting as proxy-holder for the registered Shareholder and vote Common Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxy-holder for the registered holder, should contact their broker, agent or nominee well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Common Shares as a proxy-holder.**

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

This Information Circular and the annual financial statements and related management's discussion and analysis are also available on SEDAR+ at www.sedarplus.ca. Shareholders may request paper copies of this Information Circular at no cost online at https://www.yangarra.ca/investors/ or by calling at 403-262-9558 or by emailing info@yangarra.ca.

Record Date

The Shareholders of record at the close of business on the record date, set by the directors of the Corporation to be March 25, 2026 (the "**Record Date**"), are entitled to notice of, and to attend and vote at, the Meeting, except to the extent that: (i) such person transfers ownership of any of his or her Common Shares after the Record Date; (ii) the transferee of those Common Shares produces properly endorsed share certificates or otherwise establishes his or her ownership to the Common Shares; and (iii) the transferee makes a demand to Computershare, not later than ten (10) days before the Meeting, that his or her name be included on the Shareholders' list, in which case the transferee shall be entitled to attend and vote his or her shares at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

As at the Record Date, 105,595,210 Common Shares were issued and outstanding. The Common Shares are entitled to be voted at the Meeting on the basis of one vote for each Common Share held. The Corporation does not have any other class of voting securities outstanding.

To the knowledge of the directors and executive officers of the Corporation, as of the date hereof, no person or company beneficially owns, controls or directs, directly or indirectly, voting securities of the Corporation carrying ten percent (10%) or more of the voting rights attached to any class of voting securities of the Corporation.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the Corporation's directors and executive officers, the only matters to be placed before the Shareholders at the Meeting are those matters set forth in the Corporation's accompanying Notice of Meeting relating to: (i) the receipt of the audited financial statements of the Corporation for the financial year ended December 31, 2025 and the auditor's report thereon; (ii) the fixing of the number of directors to be elected at the Meeting and the election of the directors of the Corporation for the ensuing year; (iii) the appointment of the auditors for the Corporation; and (iv) the approval of the Corporation's amended and restated restricted share unit plan.

1. Financial Statements

At the Meeting, the Corporation will submit the audited consolidated financial statements for the year ended December 31, 2025, together with the auditor's report thereon to the Shareholders, but no vote by the Shareholders with respect thereto is required or proposed to be taken. The audited consolidated financial statements of the Corporation for the year ended December 31, 2025, are available on the Canadian System for Electronic Document Analysis and Retrieval ("**SEDAR+**"), which can be accessed at www.sedarplus.ca. The audited consolidated financial statements have been approved by the audit committee (the "**Audit Committee**") and the board of directors of the Corporation (the "**Board of Directors**" or "**Board**").

2. Fixing Number of Directors

The Board of Directors currently consists of seven (7) directors, all of whom are elected annually. The term of office for each of the present directors of the Corporation expires at the Meeting. It is proposed that the number of directors to be elected at the Meeting for the ensuing year be fixed at seven (7). At the Meeting, the Shareholders will be asked to consider and, if thought advisable, approve an ordinary resolution to fix the number of directors of the Corporation at seven (7). **It is the intention of the management designees, if named as proxy, to vote FOR setting the number of directors to be elected at seven (7), unless a Shareholder has specified in its proxy that its Common Shares are to be voted against such resolution.**

Each director elected at the Meeting will hold office until the next annual meeting of Shareholders or until their successor is duly elected or appointed pursuant to the by-laws of the Corporation, unless their office is earlier vacated in accordance with the provisions of the *Business Corporations Act* (Alberta) (the "**ABCA**") or the by-laws of the Corporation. **It is the intention of the management designees, if named as proxy, to vote FOR the election of the persons listed in the table below to the Board of Directors, unless a Shareholder has specified in its proxy that its Common Shares are to be withheld from voting on the election of one or more directors.**

3. Election of Directors

On March 15, 2017, the Board amended its majority voting policy (the "**Majority Voting Policy**") for the election of directors to provide for the following:

- Any director must immediately tender their resignation to the Board if they are not elected by at least a majority (50% +1 vote) of the votes cast with respect to their election.
- The Board must accept the resignation of the director, absent exceptional circumstances and the resignation will be effective when accepted by the Board.
- The director(s) who tender a resignation pursuant to the Majority Voting Policy will not participate in any meeting of the Board or the corporate governance and nominating committee (the "**Corporate Governance and Nominating Committee**") at which the resignation is considered.
- If the Board determines not to accept a resignation, the Corporation must promptly issue a news release with the Board's decision, a copy of which must be provided to the Toronto Stock Exchange ("**TSX**").

The policy provides that if a director standing for election or re-election in an uncontested election does not receive the vote of at least a majority of the votes cast at any meeting for the election of directors at which a quorum is present, the director will promptly tender their resignation to the Board. Within 90 days after the certification of the election results, the Board will decide, through a process managed by the Corporate Governance and Nominating Committee, whether to accept or reject the resignation, and the Board's decision will be publicly disclosed. For more information regarding the Corporation's Majority Voting Policy, see "*Corporate Governance*".

The following information relating to the nominees as directors is based partly on the records of the Corporation and partly on information received by the Corporation from the respective nominees, and sets forth the name and municipality of residence of the persons proposed to be nominated for election as directors, all other positions and offices within the Corporation now held by them, their principal occupations or employments, the periods during which they have served as directors of the Corporation and the number of Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised by each of them as at the date hereof.

Name, Residence, and Position(s) Held	Principal Occupation During Last Five Years	Director Since	Number of Common Shares Owned Directly or Indirectly
James G. Evaskevich Calgary, Alberta, Canada *Chief Executive Officer and Director*	Chief Executive Officer of the Corporation since December 2001.	Dec 19, 2001	6,265,303 [(4)]
Gordon A. Bowerman [(2)] Calgary, Alberta, Canada *Chairman*	President of Cove Resources Ltd., a private oil and gas company based in Calgary, since 1987.	Dec 19, 2001	5,200,036 [(5)]
Robert D. Weir [(1)] [(3)] Calgary, Alberta, Canada *Director*	President of Weir Resource Management Ltd., a private company based in Calgary, since 1981 and President of a private reclamation company since 2000.	Nov 11, 2003	541,295 [(6)]
Frederick (Ted) L. Morton [(2)] Calgary, Alberta, Canada *Director*	Professor at the University of Calgary (1981-2017); MLA, Foothills-Rocky View (2004-2012); Alberta Cabinet Minister: Sustainable Resources, Finance & Energy (2006-2012); Executive Fellow, School of Public Policy, University of Calgary (2012-present).	Feb 25, 2014	476,044

Neil M. MacKenzie (1) (3) Calgary, Alberta, Canada *Director*	Independent businessman; Vice-President of Blackstone Drilling Fluids Ltd. (2010-2017); Vice President Newpark Resources (1976-2010); and President Challenger Energy Corp. (2004-2007).	Feb 25, 2014	1,388,904
Dale A. Miller, PEng (1) (3) Calgary, Alberta, Canada *Director*	Director of Prairie Provident Resources Ltd (2023 – Present) President of Dark Horse Energy Consultants (2017-Present); COO at Hillcrest Petroleum (2018-2021); President of Long Run Exploration (2011-2016).	Apr 29, 2021	309,334
Penelope (Penny) D. S. Payne, CPA CA (2) (7) Calgary, Alberta, Canada *Director*	President of Vercatis Consulting Ltd. (2010-Present); CFO at Yangarra Resources (2006-2010); Manager at MNP (1999-2002); Associate and Manager at PWC (1993-1999).	Apr 29, 2021	213,173

Notes:

(1) Member of the Compensation Committee and Corporate Governance and Nominating Committee of the Board of Directors.
(2) Member of the Audit Committee.
(3) Member of the Reserves Committee.
(4) Includes 1,002,071 Common Shares owned by Grassy Island Ranch Ltd., a private company controlled by Mr. Evaskevich.
(5) Includes 278,054 Common Shares owned by the spouse of Mr. Bowerman, and 684,690 Common Shares owned by Cove Resources Ltd., a private company controlled by Mr. Bowerman.
(6) Includes 29,722 Common Shares owned by Weir Resource Management Ltd., a private company controlled by Mr. Weir, and 5,000 Common Shares owned by Wild Bull, a private company controlled by Mr. Weir.
(7) Includes 24,272 Common Shares owned by Vercatis Consulting Ltd., a private company controlled by Ms. Payne.

Ownership of Shares

The proposed directors of the Corporation as a group currently own, or exercise control or direction over, directly or indirectly, 14,394,089 Common Shares, representing 14% of the issued and outstanding Common Shares. No director individually owns 10% or more of the issued and outstanding Common Shares.

Cease Trade Orders or Bankruptcies

To the knowledge of management of the Corporation, no proposed director, within 10 years before the date of this Information Circular, has been a director or executive officer of any company that, while that person was acting in that capacity:

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

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

(c) within a year of that person ceasing to act in such capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Personal Bankruptcies

To the knowledge of management of the Corporation, no proposed director has, within 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such person.

Penalties and Sanctions

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

4. Appointment of Auditors

The Board of Directors has recommended that MNP LLP, Chartered Professional Accountants ("**MNP**"), be re-appointed as auditors of the Corporation for the ensuing year. MNP was first appointed as the auditors of the Corporation by the Board of Directors on December 8, 2015.

At the Meeting, Shareholders will be asked to re-appoint MNP as auditors of the Corporation to serve until the close of the next annual meeting of the Shareholders at a remuneration to be fixed by the Board of Directors.

It is the intention of the management designees, if named as proxy, to vote FOR the appointment of MNP as auditors of the Corporation, at a remuneration to be fixed by the Board of Directors, unless a Shareholder has specified in its proxy that its Common Shares are to be withheld from voting on the appointment of auditors.

5. Restricted Share Unit Plan

At the Meeting, Shareholders will be asked to consider, and if deemed advisable, to pass an ordinary resolution in the form set out below, approving a the amended and restated restricted share unit plan for the Corporation (the "**RSU Plan**"), which amends and restates the restricted share unit plan of the Corporation approved during the annual general and special meeting held on April 27, 2023 (the "**Existing RSU Plan**").

The existing stock option plan approved by Shareholders on April 30, 2020 (the "Existing Option Plan") was not renewed and no further entitlements are permitted to be granted thereunder. The Existing RSU Plan is not being renewed and following the Meeting, no further entitlements are permitted to be granted thereunder. All existing stock options granted under the Existing Option Plan (the "Options") will remain in place in accordance with the Existing Option Plan. All existing restricted share units ("RSUs") granted under the Existing RSU Plan will remain in place in accordance with the terms of the Existing RSU Plan.

On March 5, 2026, the Board approved the RSU Plan, in the form attached hereto as Schedule "A", subject to the receipt of Shareholder and TSX approval. In adopting the RSU Plan, the Board considered its goal of attracting and retaining key personnel. Accordingly, the RSU Plan provides directors, officers, employees and consultants of Yangarra with the opportunity to acquire RSUs to allow them to participate in the long-term success of the Corporation and to promote a greater alignment of their interests with the interests of the Shareholders. The RSU Plan also focuses directors, officers, employees and consultants of Yangarra on operating and financial performance, and long-term shareholder value and motivates and rewards such individuals for their performance and contributions to the Corporation's long-term success.

The RSU Plan will be administered by the Board of Directors which may, in turn, delegate to the Compensation Committee or such other committee of the Board as may be appointed by the Board of Directors to administer the RSU Plan.

A summary of the material terms of the RSU Plan is set forth below.

Participants

Under the RSU Plan, the Board may grant RSUs to directors, officers, employees, individuals providing management services or consultants of, or a person or company engaged by, the Corporation or an affiliate of the Corporation to provide services (the "**Participants**"). The Board, in its sole discretion, shall determine which Participants will

participate in the RSU Plan. Eligibility to participate in the RSU Plan does not confer upon any individual a right to receive an award of RSUs pursuant to the RSU Plan.

Rolling Plan

The RSU Plan is an 8% rolling plan, such that, subject to adjustments, the aggregate number of Common Shares that may be issued under the RSU Plan and any other security based compensation arrangement of the Corporation is limited to 8% of the issued and outstanding Common Shares on a non-diluted basis at any time. This prescribed maximum may be subsequently increased to any specified amount, provided the increase is authorized by a vote of the Shareholders and RSUs may be granted in excess of the limit prescribed above provided such RSUs may not vest or be settled until the increase is authorized by a vote of the Shareholders.

The Board shall not grant RSUs under the RSU Plan if the number of Common Shares issuable pursuant to outstanding RSUs, when combined with the number of Common Shares issuable pursuant to any securities issued under any other security based compensation arrangement of the Corporation, would exceed 8% of the issued and outstanding Common Shares at the time of the grant.

As of the date of this Information Circular, there are 6,903,131 RSU outstanding under the Existing RSU Plan and 216,250 Options granted under the Existing Option Plan (representing approximately 6.74% of the outstanding Common Shares in the aggregate), which means that if the RSU Plan is adopted, the Board would be permitted to grant 1,333,236 RSUs (representing approximately 1.26% of the outstanding Common Shares) under the RSU Plan.

Vesting

Each RSU will vest in such manner as determined by the Board at the time of grant, provided that the vesting of RSUs will not extend beyond November 30 of the third calendar year following the calendar year in respect of which an RSU is granted (the "**Service Year**").

Blackout Periods

In the event an RSU will be settled within a black-out period (the "**Black-Out Period**"), the settlement date for such RSU will be automatically postponed without further act or formality until the earlier of the tenth business day following the end of the Black-Out Period and December 31 of the third year following the Service Year for the particular RSU.

Limitations

The RSU Plan includes the following additional limitations:

a) the number of securities issued to insiders of the Corporation, within any one-year period, under all security based compensation arrangements, including the RSU Plan and the Existing Option Plan, shall not exceed 8% of the issued and outstanding securities of the Corporation calculated on a non-diluted basis;

b) the number of Common Shares issued to any one insider of the Corporation and such insider's associates, within any one year period, under all security based compensation arrangements of the Corporation, including the RSU Plan and the Existing Option Plan, shall not exceed 8% of the issued and outstanding securities of the Corporation calculated on a non-diluted basis; and

c) the number of securities issuable to insiders of the Corporation, at any time, under all security based compensation arrangements including, the RSU Plan and the Existing Option Plan, shall not exceed 8% of the issued and outstanding securities of the Corporation calculated on a non-diluted basis.

Award Value

The value of the RSU payable to a Participant shall be determined as of the applicable vesting date (the "**Award Value**"). The Award Value will be calculated based on an amount equal to (i) the number of vested RSUs multiplied by (ii) the last closing price of the Common Shares on the TSX on the last trading immediately preceding the applicable

vesting date (the "**Market Price**").

Settlement

The Board may determine whether the Award Value for vested RSUs will be settled by way of (i) a cash payment, (ii) payment in Common Shares (on the basis of one Common Share for each vested RSU being settled in Common Shares) acquired by the Corporation on the TSX, (iii) payment in Common Shares (on the basis of one Common Share for each vested RSU being settled in Common Shares) issued from the treasury of the Corporation, or (iv) a combination of such methods. Settlement of vested RSUs in cash shall be made by way of a lump sum payment of an amount equal to the Market Price on the relevant settlement date multiplied by the number of vested RSUs being settled in cash as of such date, unless otherwise directed by the Corporation. No fractional Common Shares will be issued and any fractional vested RSUs shall be settled in cash based on the Market Price on the relevant settlement date.

Termination of a Participant

If the employment or services of the Participant are terminated without Cause (as such term is defined in the RSU Plan) or due to Disability or Retirement (as such terms are defined in the RSU Plan), or a Participant standing for election as a director fails to be re-elected, or the Corporation or an affiliate of the Corporation fails to renew a contract for services at the end of its terms, then all RSUs that have not previously vested will expire on the Termination Date (as such term is defined in the RSU Plan) and be forfeited to the Corporation.

Termination With Cause or Resignation of a Participant

If the employment or services of the Participant are terminated with Cause or due to disability or retirement that does not meet the requirements set forth in the RSU Plan, or as a result of the Participants voluntary resignation, then all RSUs that have not previously vested will expire on the Termination Date and be forfeited to the Corporation.

Death of a Participant

Upon the death of a Participant, the next tranche of RSUs will vest to the estate of the Participant and then any other unvested RSUs will expire on the date of death and be forfeited to the Corporation.

Change of Control

In the event of a Change of Control (as such term is defined in the RSU Plan), all unvested RSUs shall vest on the Change of Control Date (as such term is defined in the RSU Plan) and will be settled by a lump sum cash payment on the Change of Control Date in accordance with the terms of the RSU Plan.

Dividends

In the event that the Corporation declares and pays a dividend on the Common Shares, the Participant will be granted a number of dividend equivalent RSUs (a "**Dividend Equivalent**"). Such Dividend Equivalent, if any, shall be computed by dividing (i) the amount obtained by multiplying the amount of the dividend declared and paid per Common Share by the number of outstanding vested RSUs held by the Participant on the record date for payment of such dividend, by (ii) the last closing price of the Common Shares on the TSX two trading days prior to the dividend record date. The additional RSUs granted to each Participant as Dividend Equivalents will be subject to the same terms and conditions in the Participant's existing RSU Agreement (as such term is defined in the RSU Plan), including, for greater certainty, the vesting date of such additional RSUs.

Assignment

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

Amendments

The Board of Directors may amend the RSU Plan in any way, or discontinue or terminate the RSU Plan altogether, and may amend, in any way, any RSU granted under the RSU Plan at any time without the consent of a Participant, provided that TSX approval is obtained and such amendment shall not adversely alter or impair any RSU previously granted under the RSU Plan or any related RSU Agreement, except as otherwise permitted under the RSU Plan and further provided that no amendment will cause the RSU Plan or any RSU to cease to comply with paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the *Income Tax Act* (Canada). In addition, the Board of Directors may, by resolution, make any amendment to the RSU Plan or any RSU granted under it (together with any related RSU Agreement) without shareholder approval, provided however, that the Board of Directors will not be entitled to amend the RSU Plan or any RSU granted under it without shareholder (disinterested shareholder approval if applicable) in order to: (i) increase the maximum number of Common Shares issuable pursuant to the RSU Plan; (ii) cancel an RSU and subsequently issue to the holder of such RSU a new RSU in replacement thereof; (iii) permit the assignment or transfer of an RSU other than as provided for in the RSU Plan; (iv) add to the categories of persons eligible to participate in the RSU Plan; (v) remove or amend Section 4.3(c) of the RSU Plan; or (vi) remove or amend Section 2.6(a) of the RSU Plan.

Accordingly, at the Meeting, Shareholders will be asked to consider and, if thought fit, approve the following ordinary resolution (the "**RSU Plan Resolution**"):

"BE IT RESOLVED, as an ordinary resolution of holders of common shares ("**Common Shares**") of Yangarra Resources Ltd. (the "**Corporation**") that, subject to the approval of the Toronto Stock Exchange:

1. The restricted share unit plan (the "**RSU Plan**"), in the form attached as Schedule "A" to the Information Circular of the Corporation dated March 5, 2026, be and the same is hereby authorized, confirmed, ratified and approved.

2. The Corporation be and is hereby authorized to grant restricted share units ("**RSUs**") under the RSU Plan until May 1, 2029, which is the date that is three years from the date of the shareholder meeting at which shareholder approval is being sought.

3. The Board of Directors of the Corporation be and is hereby authorized on behalf of the Corporation to make any further amendments to the RSU Plan as may be required by the regulatory authorities, without further approval of the shareholders of the Corporation, in order to ensure adoption of the RSU Plan.

4. Any one director or officer of the Corporation be and is hereby authorized to execute and deliver all such agreements and documents, whether under the corporate seal or otherwise, and to take all action, as such officer or director shall deem necessary or appropriate to give effect to the foregoing resolutions.

5. The Board of Directors of the Corporation is hereby authorized and empowered to revoke this resolution, without any further approval of the shareholders of the Corporation, at any time if such revocation is considered necessary or desirable by the directors."

STATEMENT OF EXECUTIVE COMPENSATION

Pursuant to National Instrument 51-102 – *Continuous Disclosure Obligations* ("**NI 51-102**"), the Corporation is required to disclose certain information with respect to its compensation of executive officers and directors, as summarized below.

All currency amounts expressed herein, unless otherwise indicated, are expressed in Canadian dollars.

Named Executive Officers

Form 51-102F6 *Statement of Executive Compensation*, defines "named executive officers" ("**NEOs**") as the Chief Executive Officer ("**CEO**"), the Chief Financial Officer ("**CFO**") and each of the three most highly compensated officers of the Corporation, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000 for that financial year.

For the period ending December 31, 2025, the Corporation had the following NEOs:

- James Evaskevich – CEO;
- Gurdeep Gill – President;
- Trish Olynyk – Executive Vice President;
- James Glessing – CFO; and
- Brett Booth – Vice President, Land.

Compensation Discussion and Analysis

Compensation Committee Mandate

The Corporation's compensation committee (the "**Compensation Committee**") formulates and makes recommendations to the Board regarding compensation issues relating to directors, officers and employees of the Corporation. Without limiting the generality of the foregoing, the Compensation Committee has the following duties:

- to review the compensation philosophy and remuneration policy for employees of the Corporation and to recommend to the Board changes to improve the Corporation's ability to recruit, retain and motivate employees;
- to consider the implications and the risks associated with the Corporation's compensation policies and practices;
- to review and recommend to the Board the retainer and fees to be paid to members of the Board, members of committees of the Board, and chairs of the various committees of the Board;
- to review and approve corporate goals and objectives relevant to the compensation of CEO, evaluate the CEO's performance in light of those corporate goals and objectives, and determine (or make recommendations to the Board with respect to) the CEO's compensation level based on such evaluation;
- to recommend to the Board with respect to non-CEO officer and director compensation, including to review management's recommendations for proposed restricted share units ("**RSUs**") or other incentive-compensation plans and equity-based plans for non-CEO officer and director compensation and make recommendations in respect thereof to the Board;

- to administer the Corporation's RSU plan and other such incentive-compensation plans, which may be approved by the Board from time to time in accordance with their terms, including the recommendation to the Board of the grant of RSUs or other incentives in accordance with the terms thereof;

- to determine and recommend for approval of the Board bonuses to be paid to officers and employees of the Corporation and to establish targets or criteria for the payment of such bonuses, if appropriate; and

- to prepare and submit a report of the Compensation Committee to the Board in respect of the disclosures required by applicable securities laws to be provided by the Corporation in its Statement of Executive Compensation to be included in the annual information circular – proxy statement of the Corporation and review other executive compensation disclosure before the Corporation publicly discloses such information.

The Compensation Committee is required to be comprised of at least three directors, or such greater number as the Board may determine from time to time. The current members of the Compensation Committee are Dale A. Miller, Neil M. Mackenzie, and Robert D. Weir. All members of the Compensation Committee are required to be independent, as such term is defined for this purpose under applicable securities requirements. Pursuant to the mandate and terms of reference of the Compensation Committee, meetings of the Committee are to take place at least one time per year and at such other times as the Chair of the Compensation Committee may determine.

Each of Messrs. Miller, Mackenzie and Weir has direct and extensive experience in corporate management and compensation issues in the oil and gas exploration and production industry. All members of the compensation committee have over 30 years experience.

Compensation Consultant or Advisor

In November 2025, the Corporation retained Lane Caputo Compensation Inc. (the "**Consultant**") to assist the Compensation Committee and the Board in reviewing the compensation programs. The mandate given to the Consultant included, without limitation: (i) review of the Corporation's current approach to executive and independent director compensation and the appropriateness of the Corporation's benchmarking group of companies for benchmarking compensation; (ii) review the alignment of the Corporation's current approach to executive compensation to its business strategy within the context of peer and best practices; (iii) the identification of appropriate benchmarks for comparable executive positions; (iv) a review of the competitiveness of the Corporation's total compensation package; and (v) the development of directional recommendations for the Compensation Committees' consideration.

The Consultant is an executive compensation consulting firm specializing in executive and board of director compensation reviews, strategic short- and long-term incentive design, executive retention issues and compensation and executive contract issues surrounding mergers and acquisitions. The Consultant provides carefully researched and objective advice, supporting their clients in their common pursuit of practical and defensible pay policies, plans and practices, enhancing Shareholder value while recognizing local market pressures.

As a specialty executive compensation firm, all of the Consultant's projects start as a necessity with a thorough understanding of business strategy, corporate values, and how executive and management positions can affect strategy. Using this top-down approach, the Consultant starts with a discussion of the client's business strategy, operations and key milestones that allow the incorporation of the organization's short and long-term goals and objectives into a well-defined compensation philosophy that will guide the design of their compensation programs.

For year ended December 31, 2025, the Consultant was paid fees in the aggregate amount of $55,000 for services related to determining compensation for the Corporation's directors and executive officers, no fees were paid in the year ended December 31, 2024.

Executive Compensation

Design and Objectives

The Corporation's executive compensation program is designed to provide incentives for the enhancement of Shareholder value, the successful implementation of the Corporation's business plan and improvement in corporate performance. The program is based on a pay-for-performance philosophy and is comprised of the following components: (i) base salary, (ii) discretionary annual incentives, and (iii) long-term incentives. The overall objectives of the program are to:

- align the executive compensation with Shareholders' interests;
- attract and retain qualified management critical to the Corporation's success;
- provide incentives which encourage superior corporate performance and retention of highly skilled and talented employees;
- provide fair and competitive compensation;
- focus performance by linking incentive compensation to the achievement of business objectives and financial results; and
- provide market competitive compensation that is substantially performance based by ensuring that a significant portion of annual (cash bonuses) and long-term incentive compensation (RSUs) is tied to corporate performance and Shareholder return and, therefore, is at risk (not guaranteed) and variable year-over-year.

The Compensation Committee and Board of Directors annually review and approve the compensation packages, including salary level, bonus potential, entitlement, and participation in long-term incentives. The Compensation Committee compares the Corporation's level of overall compensation with those of comparable sized oil and gas exploration companies. The Corporation's total compensation mix places a portion of the executive's compensation at risk by considering individual and corporate performance. Compensation practices, including the base salary, discretionary bonuses where appropriate, and long-term incentives, are regularly assessed to ensure they are competitive, consider the external market trends, and support the Corporation's long-term growth strategies.

When determining executive compensation under each element of compensation, the Corporation relies on a variety of information sources to assess the competitiveness of its compensation program. Management reviews the compensation practices of companies in a selected peer group for salary levels, bonuses and long-term incentives and then compiles the information and reports its findings to the Compensation Committee. The companies in the peer group operate in a similar business environment and are of similar size, scope and complexity. The Corporation's peer group for these purposes is selected based on such factors as market capitalization, production, revenue, and total assets. Currently, the Corporation's peer group consists of the following companies:

Athabasca Oil Corporation	Bonterra Energy Corp.	Cardinal Energy Ltd.
Crew Energy Inc.[(1)]	Gear Energy Ltd.[(2)]	Headwater Exploration Inc.
InPlay Oil Corp.	Journey Energy Inc.	Lucero Energy Corp.[(3)]
Obsidian Energy Ltd.	Petrus Resources Ltd.	Pine Cliff Energy Ltd.
Pipestone Energy Corp.[(4)]	Surge Energy Inc.	Tamarack Valley Energy Ltd.

Note:
(1) Acquired by Tourmaline Oil Corp. in 2024.
(2) Acquired by Cenovus in 2025.
(3) Acquired by Vitesse Energy in 2024.
(4) Acquired by Strathcona Resources Ltd. in 2023.

Changes to the peer group occur regularly, given the nature of the oil and gas industry, as companies merge, are acquired, and change over time. In addition, changes to the benchmarking group may be made from time to time as recommended by management.

Base Salary

Base salary is the principal component of each executive officer's overall compensation and reflects the fixed component of pay that compensates the relevant executive officer for fulfilling their day-to-day roles and responsibilities. The Corporation pays competitive base salary to each executive determined by particular skills and capabilities of the individual, job responsibilities, and consideration of competitive compensation levels for the markets in which the Corporation operates. Salaries for executive officers are reviewed annually by the Management Committee, based on a review of corporate and personal performance and individual levels of responsibility, as well as comparable industry peer groups. The Compensation Committee considers and, if thought appropriate, approves salaries recommended by the CEO for the executive officers. The Compensation Committee, guided by the Corporation's compensation philosophy, attempts to ensure that the compensation of senior executives provides a competitive base compensation package and strong link between corporate performance and compensation in order to attract, retain, and motivate highly qualified personnel.

Short-Term Incentive Compensation – Annual Cash Bonuses

Annual cash bonuses are intended to reward performance by our executive officers in the achievement of our strategic goals and objectives and are consistent with our compensation philosophy, where a significant component of executive compensation is variable and performance-related. The bonus element of Yangarra's executive compensation program is designed to reward both corporate and individual performance during the Corporation's last completed financial year. Cash bonuses are performance-based and are designed to provide a range of potential multipliers to base salary, calculated on the basis of specific predetermined corporate performance measures established by the Compensation Committee and the Board.

Long-Term Incentive Compensation

During the annual general and special meeting held on April 27, 2023, the Existing RSU Plan was approved by Shareholders of the Corporation, which replaced Yangarra's Existing Stock Option Plan. All existing stock options granted under the Existing Option Plan remain in place and will be reduced over time through the expiry or exercise of such Options. The Existing RSU Plan and the Existing Option Plan are full-value award plans that currently form the primary basis of the long-term incentive compensation program, pursuant to which bonus awards may be granted to directors, officers, employees and consultants.

Each RSU bonus award entitles the holder to an amount computed by the value of a notional number of Common Shares designated in the award (plus dividend equivalents if not previously paid in cash) on dates determined by the Compensation Committee.

RSU grants are performance-based and are designed to provide a range of potential multipliers to base salary, calculated on the basis of specific predetermined corporate performance measures established by the Compensation Committee and the Board. See "*Equity Compensation Plans – Restricted Share Unit Plan*".

Performance Multipliers

Performance multipliers are intended to reward performance of our executive officers for attainment of pre-determined corporate performance measures. In 2025, the executive officers will have a potential annual cash bonus and RSU multiplier of between 0% and 200% of base salary for executive officers. Once the range of bonus multipliers is established, based solely upon the predetermined corporate performance measures, the Compensation Committee then uses its discretion, in conjunction with consultation with management, to determine the final bonus multipliers to be recommended to the Board, with consideration being given to both the Corporation's performance relative to the strategic objectives, as well as various subjective criteria including, without limitation, prevailing market conditions and an assessment of individual performance. The Compensation Committee recommended, and the Board approved, the establishment of the corporate performance measures listed below (and the weighting of each measure) for purposes of calculating the percentile ranking. The percentile ranking is then used to determine the range of bonus multipliers as a percentage of salary. The Compensation Committee recommended, and the Board approved, the target range bonus multipliers of salary for NEOs for 2025 based on the metrics for the year ended December 31, 2024, as outlined below.

	YGR	Peer Group		YGR Ranking	
Financial metrics (15% weighting)		Average	Range		75 - 50th Percentile = 125% Multiplier
Return on Capital employed	5%	7%	-12% - 31%	5th/12	
Profit margin	20%	6%	-25% - 32%	3rd/12	
Cash flow margin	56%	46%	20%-61%	2nd/12	
Operational metrics (15% weighting)					100 - 75th Percentile = 150% Multiplier
Operating costs / boe	$8.39	$16.34	$7.48 - $25.33	2nd/12	
G&A / boe	$1.37	$2.03	$1.21-$3.62	2nd/12	
Operating margin	69%	55%	30% - 69%	1st/12	
Market metrics (15% weighting)					50 – 25th Percentile = 75% Multiplier
Share price appreciation	-17%	-7%	-51%- 54%	8h/12	
Return of capital (dividends/buybacks)	None				
Reserves Ratios (15% weighting)					Top Company = 200% Multiplier
F&D Costs / boe	$4.04	$17.83	$4.04 - $33.63	1st/12	
Recycle ratio	5.91	2.56	0.54 - 5.91	1st/12	
ESG metrics (15% weighting)					Top Company = 200% Multiplier
ARO/Production per day	$1,541	6,382	$1,541-14,727	1st/12	
Spills	0				
Lost time incidents	0				
Subjective (25%)					Top Company = 200% Multiplier
Production per day/Head Office Staff	808	418	185-808	1st/16	
Overall Yangarra Ranking = 143.75% Multiple					

The multiplier for 2024 was calculated to be 163%. The CEO was allocated a cash bonus at 100%, RSUs at 225% to average 163%. The remaining NEOs were allocated cash bonuses at 100% and RSUs at a 150% multiplier to average 125%.

Risk Implications Associated with Compensation Policies and Practices

As described herein, the Corporation's executive compensation program is administered by the Compensation Committee. In carrying out its mandate, the Compensation Committee reviewed the elements of compensation of the Corporation to identify any risks arising from the Corporation's compensation policies and practices that could reasonably be expected to have a material adverse effect on the Corporation as well as the practices used to mitigate any such issues. The Compensation Committee has determined that the compensation program and policies of the Corporation do not encourage its senior executives to take inappropriate or excessive risks. This assessment is based on a number of considerations including, without limitation, the following: (i) the compensation program of the Corporation attempts to achieve a balance between cash and equity-based compensation which are based both on individual and corporate performance, both financial and non-financial and the overall compensation program is market based and aligned with the Corporation's business plan and long-term strategies; (ii) the Corporation's compensation policies and practices are generally uniform throughout the organization and there are no significant differences in compensation structure among the senior executives; (iii) in exercising its discretion under the cash bonus plan and RSU grants, the Compensation Committee reviews individual and corporate performance taking into account the long-term interests of the Corporation; (v) using a variety of measures to assess corporate performance; (vi) RSUs generally vest over a three-year period which further mitigates any short-term risk taking potential; and (vii) results of annual assessments of personal contributions of senior executives' goals, objectives and performance are reviewed and considered in awarding compensation and such discretionary judgement is applied in awarding both discretionary bonuses under the cash bonus plan, RSU grants and future compensation.

Restrictions on Purchase of Financial Instruments

The Corporation's Disclosure, Confidentiality and Trading Policy provides that directors, officers and all employees of the Corporation, are not permitted to purchase financial instruments that are designed to hedge or offset a decrease in market value of the Corporation's securities granted as compensation or held, directly or indirectly, by such individuals. Accordingly, each of the directors and executive officers of Yangarra has affirmed that they have not engaged in such activities.

Review/Modifications

The Corporation's executive compensation program is reviewed and considered at least annually by the Compensation Committee and the Board of Directors to determine if the objectives of the program are being achieved and whether any modifications to that program are required. This includes a review of base salaries, annual incentives, and entitlement and participation in long-term equity-based incentives.

Clawback Policy

Yangarra has adopted a formal recoupment or "clawback" policy on executive incentive compensation, including, without limitation, bonuses and bonus awards, that may be awarded to our CEO and any of our NEOs when (i) any of these executives engages in willful misconduct or fraud which causes or significantly contributes to a restatement of the financial statements due to material noncompliance with any applicable financial reporting requirement under securities laws, (ii) the executive receives incentive compensation calculated on the achievement of those financial results, and (iii) the incentive compensation received would have been lower had the financial statements been properly reported. The policy provides that when a clawback is triggered, the Board may, in its sole discretion and to the extent that it determines it is in the best interests to do so, require the executive to repay the amount of incentive compensation relating to the year(s) subject to the restatement (or received upon exercise or payment of incentive compensation in or following the year(s) subject to the restatement) that is in excess of the incentive compensation the executive would have received if the incentive compensation had been computed in accordance with the results as restated, calculated on an after-tax basis.

Equity Compensation Plans

The new compensation program first came into effect starting 2023, along with the Existing RSU Plan. The company will seek shareholder approval of the RSU Plan at the Meeting, which amends and restates the Existing RSU Plan. The Corporation will not grant any further stock options under the Existing Option Plan and, following the Meeting, the Corporation will not grant any further RSUs under the Existing RSU Plan. All Options will remain in place in accordance with the Existing Option Plan. All existing RSUs granted under the Existing RSU Plan will remain in place in accordance with the terms of the Existing RSU Plan.

Existing Stock Plan

At the time of granting an option under the Existing Option Plan, the Board of Directors would determine the exercise price, which is subject to minimum pricing restrictions and shall not be less than the "current market price" for the Common Shares, which means the closing trading price of the Common Shares on the TSX on the trading day immediately preceding such date.

Options granted under the Existing Option Plan are exercisable for up to five years from the date of grant, but the Board of Directors has the discretion to grant options that are exercisable for a shorter period. Options under the Existing Option Plan are non-assignable. If prior to the exercise of an option, the holder ceases to be a director, officer, employee or consultant, the option shall be limited to the number of Common Shares purchasable by the holder immediately prior to the time of his or her cessation of office or employment and the holder shall have no right to purchase any other Common Shares. Options may be exercised for a period of 30 days from the date of termination of employment or cessation of position with the Corporation, or such other period established by the Board of Directors, provided that if the cessation of office, directorship, employment or consulting arrangement was by reason of death or disability, the option may be exercised for a period of 180 days from the date of the death or the entitlement to long-term disability payments, respectively.

The Board of Directors may at any time, but subject always to the receipt of required regulatory approvals, alter, amend or revise the terms and conditions of the Existing Option Plan or of any outstanding options or suspend, discontinue or terminate the Existing Option Plan or any portion hereof, all provided that, without the prior written consent of an optionee, no such action shall adversely affect any options previously granted to such optionee.

During 2025, a portion of the outstanding stock options were cancelled and replaced with RSUs:

Name	Stock options cancelled and replaced with RSUs
James Evaskevich	177,780
Gurdeep Gill	78,244
Trish Olynyk	166,667
James Glessing	61,112
Gordon Bowerman	138,336
Robert Weir	34,445
Ted Morton	6,667
Neil MacKenzie	124,445
Penny Payne	92,000

Existing Restricted Share Unit Plan

Under the Existing RSU Plan, the Board considered its goal of attracting and retaining key personnel. Accordingly, the Existing RSU Plan provides directors, officers, employees and consultants of Yangarra with the opportunity to acquire RSUs to allow them to participate in the long-term success of the Corporation and to promote a greater alignment of their interests with the interests of the Shareholders. The Existing RSU Plan also focuses directors,

officers, employees and consultants of Yangarra on operating and financial performance, and long-term Shareholder value and motivates and rewards such individuals for their performance and contributions to the Corporation's long-term success.

The Existing RSU Plan is administered by the Board of Directors which may, in turn, delegate to the Compensation Committee or such other committee of the Board as may be appointed by the Board of Directors to administer the Existing RSU Plan. In the financial year ended December 31, 2025, the Corporation granted 4,668,696 RSUs. The number of RSUs previously granted have been and are expected to continue to be taken into account, as well as the number and terms of options and RSUs granted by peer group companies in determining whether and in what quantity new RSU grants should be made in any year.

Summary of Existing RSU Plan

The Existing RSU Plan is materially the same as the RSU Plan, subject to the following:

1. The Existing RSU Plan is a 10% rolling plan, whereas the RSU Plan is a rolling 8% plan; and

2. In the case of death of a Participant, under the Existing RSU Plan, all RSUs that have not previously vested shall expire on the date of death and be forfeited, whereas under the RSU Plan, the next tranche of RSUs following the death of a Participant will vest, following which all RSUs that have not vested shall expire and be forfeited.

Summary of RSU Plan

A summary of the material terms of the RSU Plan is set forth above under the heading "Particulars of Matters to be Acted Upon".

Retirement Provision

As a general policy of the Board if a employee provides six months prior written notice of their retirement and if: (i) they are over 60 years old and have provided more than six years of continuous service, they shall be entitled to retain all of their RSUs upon ceasing to be an employee; and (ii) they are over 55 years old and provided more than 10 years of continuous service, they shall be entitled to retain all of their RSUs. In each case the retiring employee is required to sign a non-competition and non-solicitation agreement with the Corporation. The Board shall have discretion on RSU retention, if a retirement is driven by illness of the executive or their spouse or other special circumstances.

Directors' and Officers' Liability Insurance Policy

The Corporation maintains a directors' and officers' liability insurance policy. The policy provides coverage for costs incurred to defend and settle claims against directors and officers.

Minimum Share Ownership Requirements

The Corporation has the following share ownership requirements for executives and directors. An employee or director has three years from the later of their start date or the implementation of this requirement in 2023 to reach these targets.

- Chief Executive Officer: 3 times base salary.
- Management Committee Members: 2 times base salary.
- Other Named Executives: 1 times base salary.
- Board Members: 3 times annual retainer.

Name	Minimum Share Ownership Requirement [1]	Existing Shareholding	Requirement Satisfied
James Evaskevich	1,111,111	5,511,599	Yes
Gurdeep Gill	555,555	1,613,010	Yes
Trish Olynyk	555,555	2,564,783	Yes
James Glessing	555,555	1,656,111	Yes
Brett Booth	555,555	578,333	Yes
Gordon Bowerman	152,778	5,066,924	Yes
Robert Weir	152,778	491,702	Yes
Ted Morton	152,778	435,711	Yes
Neil MacKenzie	152,778	1,309,311	Yes
Dale Miller	152,778	265,667	Yes
Penny Payne [2]	152,778	138,839	No

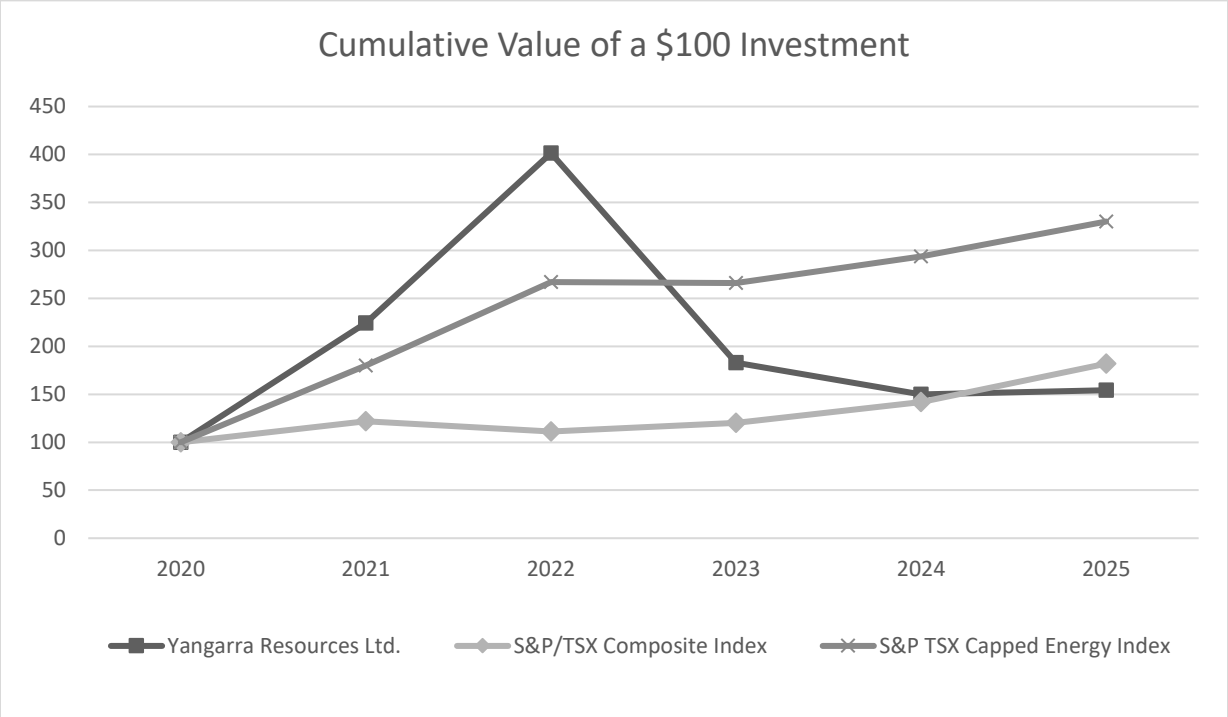
Notes:

(1) Calculated based on the closing price of the Common Shares on December 31, 2025, the last day during which the Common Shares traded in the financial year ended December 31, 2025 ($1.08 per Common Share).

(2) Penny Payne met her Minimum Share Ownership Requirement in January 2026.

Performance Graph

The following performance graph illustrates, over the five-year period ended December 31, 2025, the cumulative return to Shareholders of an investment in the Common Shares of the Corporation compared to the cumulative total Shareholder return on the S&P/TSX Composite Index and the S&P/TSX Oil & Gas Exploration and Production Index, assuming the reinvestment of dividends, where applicable**.**



December 31,	2020	2021	2022	2023	2024	2025
Yangarra Resources Ltd.	$100	$224	$401	$183	$150	$154
S&P/TSX Composite Index	$100	$122	$111	$120	$142	$182
S&P/TSX Capped Energy Index	$100	$180	$267	$266	$294	$330

The Corporation's Compensation Committee, when determining bonuses for NEOs, takes into account the current economic conditions and individual and corporate performance along with other relevant factors as set forth above. Compensation for NEOs has increased but it is not directly linked to the price of the Corporation's Common Shares.

The total compensation for the executive officers is affected by increases and decreases in the price of Common Shares as the value of option-based awards increase or decrease as Common Share prices increase or decrease. Option-based awards and bonuses (to the extent that such payments are based on meeting corporate performance expectations) represent "at risk" compensation which help align the total return on the Common Shares and the compensation received by our executive officers. This distinction is important because a significant portion of NEO total compensation is in the form of long-term incentives, which are directly linked to performance, and therefore the actual payout values can vary significantly from the value reported in the Summary Compensation Table.

Summary Compensation Table

During the financial year ended December 31, 2025, the Corporation had five NEOs. The following table and the notes thereto set forth the total compensation paid or earned for the three most recently completed fiscal years to each of its NEOs.

Name and Principal Position	Year	Salary ($)	Share-Based Awards[1][2] ($)	Option-Based Awards ($)	Non-equity Incentive Plan Compensation ($)[3]		All Other Compensation ($)	Total Compensation ($)
					Annual Incentive Plans	Long-Term Incentive Plans		
James Evaskevich[4] *CEO*	2025	400,000	1,099,336	Nil	400,000	Nil	Nil	1,899,336
	2024	400,000	1,209,000	Nil	400,000	Nil	Nil	2,009,000
	2023	400,000	400,500	Nil	400,000	Nil	Nil	1,200,500
Gurdeep Gill[4] *President*	2025	300,000	538,809	Nil	300,000	Nil	Nil	1,138,809
	2024	300,000	643,500	Nil	300,000	Nil	Nil	1,243,500
	2023	300,000	280,350	Nil	300,000	Nil	Nil	880,350
Trish Olynyk[4] *Executive VP*	2025	300,000	629,000	Nil	300,000	Nil	Nil	1,229,000
	2024	300,000	604,500	Nil	300,000	Nil	Nil	1,204,500
	2023	300,000	280,350	Nil	300,000	Nil	Nil	880,350
James Glessing[4] *CFO*	2025	300,000	521,334	Nil	300,000	Nil	Nil	1,121,334
	2024	300,000	596,700	Nil	300,000	Nil	Nil	1,196,700
	2023	300,000	280,350	Nil	300,000	Nil	Nil	880,350
Brett Booth[4] *VP, Land*	2025	300,000	459,000	Nil	300,000	Nil	Nil	1,059,000
	2024	275,000	643,500	Nil	280,000	Nil	Nil	1,198,500
	2023	267,500	240,300	Nil	230,000	Nil	Nil	737,800

Notes:

(1) The 2025 RSU grant was based on a share price of $1.02. The Market Price represents the "grant date fair value" of RSUs granted to the respective executive officer.

(2) The RSUs granted in 2025 consist of a portion for compensation and a portion to replace stock options that were cancelled:

Name	Stock Option Replacement RSUs	RSUs for 2025 Compensation	Total RSUS
James Evaskevich	$181,336	$918,000	$1,099,336
Gurdeep Gill	$79,809	$459,000	$538,809
Trish Olynyk	$170,000	$459,000	$629,000
James Glessing	$62,334	$459,000	$521,334
Brett Booth	Nil	$459,000	$459,000

(3) Annual Incentive Plan payments consist solely of cash bonuses.

(4) Member of the Management Committee.

Incentive Plan Awards

Outstanding Share-Based Awards and Option-Based Awards

No options are outstanding to NEOs to purchase or acquire securities of the Corporation outstanding at the end of the most recently completed financial year.

Outstanding Share-based Awards

The following table sets forth, for each NEO that holds share-based awards, all share-based awards outstanding at the end of the year ended December 31, 2025.

Share-based Awards			
Name	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)[1]	Market or payout value of share-based awards not paid out or distributed ($)
James Evaskevich	1,816,669	$1,962,002	Nil
Gurdeep Gill	929,911	$1,004,304	Nil
Trish Olynyk	996,112	$1,075,801	Nil
James Glessing	886,112	$957,001	Nil
Brett Booth	846,667	$914,400	Nil

Notes:

(1) Calculated based on the closing price of the Corporation's Common Shares on December 31, 2025, the last day during which the Common Shares traded in the financial year ended December 31, 2025 ($1.08 per Common Share).

Incentive Plan Awards – Value Vested or Earned during the Year

The following table sets forth the value of all indicated compensation awards that vested or were earned during the most recently completed financial year.

Name	Option-based awards – Value vested during the year[(1)] ($)	Share-based awards – Value vested during the year[(2)] ($)	Non-equity incentive plan compensation – Value earned during the year ($)
James Evaskevich	N/A	$426,000	Nil
Gurdeep Gill	N/A	$235,800	Nil
Trish Olynyk	N/A	$223,800	Nil
James Glessing	N/A	$221,400	Nil
Brett Booth	N/A	$230,400	Nil

Notes:

(1) Represents the aggregate dollar value that would have been realized if the options under the Existing Option Plan had been exercised on the vesting date.

(2) RSUs vested January 2, 2025 at a share price of $1.08.

Termination and Change of Control Benefits

The Corporation has entered into a written agreement with each of the NEOs or their respective consulting corporations. Pursuant to the terms of each agreement, which automatically renew on a yearly term, each NEO is entitled directly or indirectly to a base remuneration, granting, from time to time, equity-based incentives to acquire Common Shares, and to certain payments upon termination with or without cause, resignation, or termination following a change of control.

A change in control is generally considered to have occurred if: (i) any person becomes the beneficial owner of securities of the Corporation, carrying more than 50% of the votes that may be cast to elect directors of the Corporation; (ii) upon the implementation of any transaction involving the Corporation as a result of which individuals who were members of the Board of Directors immediately prior to such transaction represent less than a majority of the members of the Board of Directors of the successor corporation within three months following the consummation thereof; (iii) individuals who were executive officers of the Corporation immediately prior to such transaction represent less than a majority of the executive officers of the Corporation or the successor corporation within three months following the consummation thereof; (iv) upon the election of a slate of directors at a meeting of the Shareholders where a majority of the directors so elected were not members of the Board of Directors immediately prior to such meeting; (v) the passing of a resolution by the Shareholders to substantially liquidate, wind-up, rearrange or sell all or substantially all of the assets of the Corporation to any purchaser in circumstances where the purchaser intends to carry on all or part of the business carried on by the Corporation, excluding a sale to an entity in which the Corporation owns 25% or more of the Common Shares; or (vi) where the Board of Directors determines that a change of control has occurred.

Upon a change in control, each NEO is entitled to payment of 12 months base pay plus an additional month of base pay for each year of service up to a maximum amount of 24 months of the NEO's then base annual salary, plus an amount equal to (i) the average of the previous two years cash bonuses, (ii) value of any unused vacation pay, and (iii) any unpaid reimbursable expenses.

The estimated incremental payment obligations of the Corporation related to the termination entitlements set forth above for each of the NEOs pursuant to the respective written agreements under the noted triggering events (other than termination for cause), assuming that the triggering event took place on December 31, 2025, are as follows:

Payment Made in the Event of Termination without Just Cause, Resignation or Change in Duties or Remuneration Following a Change of Control	
Name	**Amount**
James Evaskevich	$1,200,000
Gurdeep Gill	$775,000
Trish Olynyk	$900,000
James Glessing	$900,000
Brett Booth	$676,667

Director Compensation

Directors Compensation Table

The following table sets forth the value of all compensation provided to directors, not including those directors who are also NEOs[(1)], for the Corporation's most recently completed financial year, December 31, 2025.

Name	Fees Earned ($)	Share-based Awards ($)[(2)(3)]	Option-based Awards ($)	Non-equity Incentive Plan Compensation ($)	Pension Value ($)	All Other Compensation ($)	Total ($)
Gordon Bowerman	$55,000	$192,103	Nil	Nil	N/A	Nil	
Robert Weir	$55,000	$65,734	Nil	Nil	N/A	Nil	
Ted Morton	$55,000	$37,400	Nil	Nil	N/A	Nil	
Neil MacKenzie	$55,000	$157,534	Nil	Nil	N/A	Nil	
Dale Miller	$55,000	$30,600	Nil	Nil	N/A	Nil	
Penny Payne	$55,000	$124,440	Nil	Nil	N/A	Nil	

Notes:

(1) Mr. Evaskevich, Chief Executive Officer of the Corporation, is also a director of the Corporation. However, Mr. Evaskevich does not receive any compensation for his services as a director and is therefore not listed in this table.

(2) The 2025 RSU grant was based on a share price of $1.02.

(3) The RSUs granted in 2025 consist of a portion for compensation and a portion to replace stock options that were cancelled.

Name	Stock Option Replacement RSUs	RSUs for 2025 Compensation	Total RSUS
Gordon Bowerman	$141,103	$51,000	$192,103
Robert Weir	$35,134	$30,600	$65,734
Ted Morton	$6,800	$30,600	$37,400
Neil MacKenzie	$126,934	$30,600	$157,534
Dale Miller [(3)]	Nil	$30,600	$30,600
Penny Payne [(3)]	$93,840	$30,600	$124,440

In 2026, all directors of the Corporation, except for Mr. Evaskevich, will be paid an annual fee of $55,000 and are entitled to be reimbursed for reasonable travel and other expenses properly incurred by them in attending meetings of the directors or any committee thereof or otherwise incurred by them in connection with their service as directors. All matters related to the compensation of directors are determined by the Compensation Committee. The Corporation does not have any retirement policy for its directors.

Outstanding Share-Based Awards and Option-Based Awards

No options are outstanding to directors at the end of the most recently completed financial year, December 31, 2025.

Share-based Awards			
Name	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)[1]	Market or payout value of vested share based awards not paid out or distributed ($)
Gordon Bowerman	322,003	$347,763	Nil
Robert Weir	113,667	$122,760	Nil
Ted Morton	85,889	$92,760	Nil
Neil MacKenzie	203,667	$219,960	Nil
Dale Miller	90,333	$97,560	Nil
Penny Payne	182,333	$196,920	Nil

Notes:

(1) Calculated based on the closing price of the Corporation's Common Shares on December 31, 2024, the last day during which the Common Shares traded in the financial year ended December 31, 2024 ($1.08 per Common Share).

Incentive Plan Awards – Value Vested or Earned during the Year

The following table indicates for each director, other than the CEO, the value of all indicated compensation awards that vested during the most recently completed financial year, December 31, 2025.

Name	**Option-based awards – Value vested during the year ($)[1]**	**Share-based awards – Value vested during the year ($)[2]**	**Non-equity Annual incentive plan compensation – Value earned during the year ($)**
Gordon Bowerman	N/A	$75,960	Nil
Robert Weir	N/A	$30,360	Nil
Ted Morton	N/A	$30,360	Nil
Neil MacKenzie	N/A	$30,360	Nil
Dale Miller	Nil	$30,360	Nil
Penny Payne	Nil	$30,360	Nil

Notes:

(1) Represents the aggregate dollar value that would have been realized if the options under the option-based award had been exercised on the vesting date.

(2) RSUs vested January 2, 2025 at a share price of $1.08.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets forth the information pertaining to the Corporation's equity compensation plans as at December 31, 2025:

Plan Category	**Number of securities to be issued upon exercise of outstanding options, warrants and rights**	**Weighted-average exercise price of outstanding options, warrants and rights**	**Number of securities remaining available for future issuance, under equity compensation plans**
Equity compensation plans approved by securityholders[1][2]	8,303,279	$1.08	1,909,652
Equity compensation plans not approved by securityholders	Nil	N/A	N/A
Total	8,303,279	$1.08	1,909,652

Notes:

(1) For the year ended December 31, 2025, the Corporation issued 1,445,036 Common Shares from treasury pursuant to the exercise of Options and 1,950,332 Common Shares from treasury pursuant to the vesting of RSUs. The maximum number of Common Shares that may be reserved for issuance under the RSU Plan, assuming approval of the RSU Plan at the meeting, will be 8% of the issued and outstanding Common Shares (calculated on a non-diluted basis). As at the date of this Information Circular, the Corporation has 105,595,210 issued and outstanding Common Shares, 6,903,131 RSU outstanding under the Existing RSU Plan and 216,250 Options granted under the Existing Option Plan, meaning there are 1,328,235 Common Shares remaining that may be reserved for issuance pursuant to securities granted under the RSU Plan.
(2) The price of RSUs was determined based on the year-end share price of $1.08.

The following table sets out the Corporation's equity compensation as a percentage of outstanding Common Shares for each year shown.

Year Ended	Weighted Average Number of Shares Outstanding (A)	Total Number of equity compensation Outstanding (B)	Total Number of equity compensation Available for Grant (C)	Total equity compensation Granted During the Year (D)	Dilution Equity compensation Outstanding as a % of shares outstanding (B/A)	Overhang % of equity compensation outstanding plus total available divided by the total shares outstanding ((B+C) /A)	Burn Rate Grant as a % of shares outstanding (D/A)
December 31, 2022	87,423,000	7,778,840	1,019,599	1,353,750	8.8%	10%	2%
December 31, 2023	94,800,834	9,194,340	285,743	1,590,000	9.7%	10%	2%
December 31, 2024	98,733,943	8,000,487	1,872,907	4,892,999	8.1%	10%	5%
December 31, 2025	102,129,311	8,303,279	1,909,652	4,667,696	8.1%	10%	5%

CORPORATE GOVERNANCE

General

The Board of Directors believes that good corporate governance improves corporate performance and benefits all Shareholders. The CSA has adopted National Policy 58-201 – *Corporate Governance Guidelines*, which provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Corporation. In addition, the CSA has implemented National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**"), which prescribes certain disclosure by the Corporation of its corporate governance practices. The TSX also requires listed companies to provide, on an annual basis, the corporate governance disclosure prescribed by NI 58-101. Below is a description of certain corporate governance practices and principles as adopted by the Corporation, and the roles and responsibilities of the Board.

Composition of the Board of Directors

The Board of Directors is presently comprised of seven directors, six of which – Gordon Bowerman, Robert Weir, Ted Morton, Neil MacKenzie, Dale Miller and Penny Payne – are independent for the purposes of NI 58-101, so that a majority of the directors are independent. James Evaskevich is not independent, as he is the CEO of the Corporation. The majority of the Board of Directors are independent.

Mr. Bowerman is the Chairman of the Board. Mr. Bowerman is responsible for chairing meetings of the Board of Directors.

Other than position descriptions and mandates, there are no special structures or processes in place to facilitate the functioning of the Board of Directors independently of the Corporation's management. The independent directors of the Corporation do not hold regularly scheduled meetings, but the Chairman may, at any time, call meetings of the independent directors at which any concerns may be freely expressed. The independent directors are also given full access to management so that they may express their own views and communicate their expectations of management.

Directorships

The Corporation's directors currently serving on boards of the following other reporting companies (or equivalent) are as set out below:

Director	Reporting Issuer	Exchange
Gordon Bowerman	Kaymus Resources Inc.	TSXV
James Evaskevich	Kaymus Resources Inc.	TSXV
Dale Miller	Prairie Provident Resources Inc. Fiddlehead Resources Corp.	TSX TSXV

Position Descriptions

The Board of Directors has developed written position descriptions for the Chairman of the Board, the Chairman of each committee of the Board of Directors and the CEO.

Orientation and Continuing Education

The Corporation provides all new directors with an orientation manual, and the Corporation's Board Mandate provides for certain mandatory meetings among the CEO, CFO, Chairman of the Board and new directors.

No formal continuing education program currently exists for directors of the Corporation. From time to time, presentations and seminars will be provided to directors on recent developments such as new accounting rules, new oil and gas operation procedures and capital market developments, and directors will be encouraged by the Corporation to attend courses and seminars dealing with financial literacy, corporate governance, and related matters at the Corporation's cost.

Board Mandate

The following is the text of the written mandate of the Corporation's Board of Directors.

The Board of Directors is responsible for the overall stewardship of the Corporation and the overall design and implementation of the Corporation's strategy and direction. The Corporation's management shall be responsible for the day-to-day operations of the Corporation. Every director is required to act honestly and in good faith and in the best interests of the Corporation and to exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances. Every director is expected to understand the nature and operation of the Corporation's business, review Board of Directors and committee materials that are provided a reasonable period of time before each meeting of the Board of Directors or Board of Director's committee to which such director is a member and to use reasonable efforts to attend in person or via conference call all meetings of the Board of Directors and all meetings of the committees of the Board of Directors to which such director is a member. A majority of the Board of Directors and the Chairman of the Board of Directors shall be independent within the meaning of section 1.4 of National Instrument 52-110 or its successor or replacement policy. Responsibilities not delegated to management or to a committee of the Board of Directors remain those of the full Board of Directors.

The Board of Directors will develop and approve the corporate goals and objectives of the Corporation in consultation with the CEO of the Corporation. Management of the Corporation shall prepare for consideration and adoption by the Board of Directors regular strategic, business and financial plans of the Corporation (including quarterly, annual and forward planning capital budgets and operating budgets) that have regard for the opportunities and risk of the business of the Corporation. The Board of Directors shall supervise the management of the business and affairs of the Corporation and, in consultation with the Management Committee of the Corporation, put in place a system for monitoring the implementation of the Corporation's strategies and business and financial plans. The Board of Directors shall monitor and oversee the integrity of the Corporation's financial reporting and disclosure and the CEO and CFO certification of the financial reporting.

The Board of Directors shall meet regularly (and in any case a minimum of four times per year) to consider and approve the Corporation's objectives, strategy and direction and the strategic, business and financial plans of the Corporation as well as management's plans designed to accomplish those objectives, strategies and direction. The Board of Directors shall also meet (in person or by electronic means) as necessary to consider specific developments and opportunities as they arise, including material asset acquisitions and dispositions and financing proposals.

Subject to the terms of any disclosure, confidentiality, trading and other policies and procedures of the Corporation, the Chairman of the Board will act as a liaison between stakeholders of the Corporation and the Board of Directors.

The Management Committee shall meet with all proposed new directors to provide him or her with a detailed business and financial review of the Corporation. In addition, the Chairman of the Board shall meet with all proposed new directors to provide him or her with an orientation on the experience and expertise of the other members of the Board of Directors and the unique policies and procedures of the Board of Directors.

Key management personnel and professional advisors may be invited to attend Board of Directors meetings (other than *in camera* Board of Directors sessions) to speak to, or be informed as to, such matters as the Board of Directors may deem necessary.

The Board of Directors has adopted a written code of business conduct and ethics (the "**Code of Conduct**") for all directors, officers, employees, consultants and representatives of the Corporation to promote integrity and deter wrongdoing. The Board of Directors and the Audit Committee have adopted a "whistle-blower" procedures policy as a means of receiving and handling complaints regarding questionable accounting, internal control and audit matters. The Board of Directors has established an Audit Committee, Compensation Committee, and Corporate Governance and Nomination Committee, and has adopted, and shall annually review and re-assess the adequacy of the mandates of such committees.

Measures to Encourage Ethical Business Conduct

The Corporation has put the Code of Conduct in place for its directors, officers, and employees. A copy of the Code of Conduct is provided to each director, officer and employee of the Corporation and is available upon request to any Shareholder. Compliance with the Code of Conduct is monitored by the Board of Directors as a whole. Employees of the Corporation are encouraged to promptly report to the Board of Directors any violation of the Code of Conduct or any law, rule or regulation that has been or is likely to be committed by the employee or someone else who is a representative of the Corporation.

In addition, the Corporation has a Whistleblower Policy which addresses the Corporation's continuing commitment to integrity and ethical behaviour. The Whistleblower Policy established procedures that allow employees of the Corporation to submit their concerns confidentially and anonymously to the Chair of the Audit Committee regarding questionable ethical, moral, accounting, internal accounting controls, or auditing matters, without fear of retaliation.

The Code of Conduct requires disclosure to the Board of Directors of any transactions or agreements in respect of which any director or executive officer of the Corporation has a material interest and the extent and nature of that interest. Any director with a conflict of interest or who is capable of being perceived as being in conflict of interest with respect to the Corporation must abstain from discussion and voting by the Board of Directors or any committee of the Board of Directors on any motion to recommend or approve the relevant agreement or transaction. The Board of Directors itself must comply with conflict of interest provisions of the ABCA in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest. The Board of Directors provides leadership, supervision and support for the employees of the Corporation to uphold the principles articulated in the Code of Conduct.

Nomination of Directors

The Corporate Governance and Nominating Committee is responsible for recommending suitable candidates for nominees for election or appointment as director and recommending the criteria governing the overall composition of the Board and governing the desirable characteristics for directors.

The Corporation conducts due diligence, references, and background checks on any suitable candidate. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Corporation, the ability to devote the time required and a willingness to serve. The Corporate Governance and Nominating Committee also reviews on a periodic basis the composition of the Board, analyzes the needs of the Board, and recommends nominees who meet such needs. For further details, see "*Corporate Governance and Nominating Committee*" below.

Director Term Limits and Other Mechanisms of Board Renewal

The Corporation has not adopted term limits for directors or other mechanisms of Board renewal. The Board of Directors does not believe that fixed term limits or mandatory retirement ages are in the best interest of the Corporation.

Majority Voting Policy

On March 15, 2017, the Board amended its Majority Voting Policy as required by the policies of the TSX. Pursuant to the Majority Voting Policy, each director of the Corporation must be elected by a majority (50%+1 vote) of the votes cast with respect to his or her election other than at contested meetings, where "votes cast" means the majority of any "for" or "withheld" votes cast with respect to a director's election, excluding any failures to vote, defective votes or broker non-votes with respect to that director's election. A "contested meeting" is a meeting at which the number of directors nominated for election is greater than the number of seats available on the Board.

If a nominee for election as director does not receive the vote of at least a majority of the votes cast at any uncontested meeting for the election of directors at which a quorum has been confirmed, the director, duly elected in accordance with the requirements of the ABCA and the Corporation's Articles, shall nonetheless immediately tender his or her resignation from the Board to the Board following said election.

Each director nominated for election or re-election to the Board shall acknowledge in writing his or her agreement to be bound by the Majority Voting Policy.

Following receipt of a resignation submitted pursuant to the Majority Voting Policy, and in any event, within 90 days after the shareholder meeting, the Board shall determine whether or not to accept the offer of resignation through a process managed by the Corporate Governance and Nominating Committee. The Board shall accept the resignation absent exceptional circumstances. In considering whether or not to accept the resignation, the Board will consider factors that may be provided as guidance by the TSX and all factors deemed relevant by the Board including, without limitation, the stated reasons why Shareholders withheld votes from the election of that nominee, the length of service and the qualifications of the director whose resignation has been submitted, such director's contributions to the Corporation, and the Corporation's legal obligations under applicable laws.

A director who tenders his or her resignation pursuant to the Majority Voting Policy shall not be permitted to participate in any meeting of the Board at which his or her resignation is to be considered, but will be counted for the purpose of determining whether the Board has a quorum if required in the event that a sufficient number of the Board members did not receive a majority of the votes cast in the same election.

The Corporation must promptly issue a news release with the Board's decision, a copy of which must be provided to the TSX.

If a director's resignation is not accepted by the Board, such director will continue to serve until the next annual meeting and until his or her successor is duly elected, or his or her earlier resignation or removal, as provided for in the Corporation's Articles, or the director shall otherwise serve for such shorter time and under such other conditions

as determined by the Board, considering all of the relevant facts and circumstances. If a resignation is accepted, the Board may in accordance with the provisions of the Corporation's Articles, appoint a new director to fill any vacancy created by the resignation.

Policies Regarding Board Diversity

The Corporate Governance and Nominating Committee operates on the principle that director nominations should be made on the basis of the skills, knowledge, experience and character of the candidates and the requirements of the Board at the time. To assist in this important mandate, the Board has adopted a formal diversity policy (the "**Diversity Policy**") to take into account diversity considerations such as gender, age and ethnicity with a view to ensuring that the Board benefits from a broader range of perspectives and relevant experiences.

The Corporation remains committed to considering the broadest group of individuals who have the skills, knowledge, experience and character required to provide the leadership needed to achieve its business objectives, without reference to their age, gender, race, ethnicity or religion, is in the best interest of Yangarra and its Shareholders. The Corporation's Diversity Policy emphasizes that the aforementioned criteria should be considered for future director appointments, with a view toward ensuring the Board benefits from a broad range of perspectives that limit conscious and unconscious bias, as well as discrimination.

In accordance with the principle of the Diversity Policy, Gurdeep Gill and Trish Olynyk are executive officers of the Corporation and Penny Payne and Dale Miller are directors of the Corporation. In addition, in accordance with Yangarra's Diversity Policy, any search that is conducted to assist the Board or Corporate Governance and Nominating Committee in identifying potential future director candidates will be specifically directed to include diverse candidates generally, and multiple women in particular. Yangarra's Board is working toward a Board composition in which women comprise at least 25% of the directors within the period for the full rotation of its current Board. As at the Record Date, Yangarra has one woman in each of a board and executive offer position, or 14% and 20%, respectively. In measuring the effectiveness of the Diversity Policy, the Corporate Governance and Nominating Committee will consider its identification and consideration of any potential director candidates over prior periods and whether and how the Diversity Policy influenced such identification and consideration.

Compensation

Disclosure of compensation is made in accordance with Form 51-102F6. Refer to the disclosure under the heading "*Statement of Executive Compensation*" for more information on compensation.

Audit Committee

Pursuant to National Instrument 52-110 – *Audit Committees*, the Corporation is required to disclose certain information regarding its Audit Committee, as outlined in the Corporation's Annual Information Form dated March 6, 2025 (the "**AIF**"), which is available on the SEDAR+ website at www.sedarplus.ca.

The Audit Committee is comprised of Gord Bowerman (Chair), Ted Morton, and Penny Payne, all of whom are independent and financially literate. The full text of the Audit Committee Charter, as well as the required relevant disclosure in relation to its composition and other matters, are included in the Corporation's AIF, available on the SEDAR+ website at www.sedarplus.ca. The members of the Audit Committee also have significant experience and expertise in the oil and gas exploration and development industry. The Audit Committee anticipates meeting four times a year, on a quarterly basis, to fulfill its mandate.

In respect of the Audit Committee functions, the Board of Directors has developed written terms of reference outlining its roles and responsibilities and which provide appropriate guidance to the committee's members as to their duties. These terms of reference are reviewed annually by the Audit Committee and the Board of Directors. The Audit Committee reviews the annual and interim consolidated financial statements of the Corporation and makes recommendations to the Board of Directors with respect to such statements. The Audit Committee also reviews the nature and scope of the annual audit as proposed by the auditors and management, and the adequacy of internal accounting control procedures and systems within the Corporation. The Audit Committee is responsible for ensuring

that management has implemented an effective system of internal control and has oversight responsibility for management reporting on internal control.

Corporate Governance and Nominating Committee

The Corporate Governance and Nominating Committee is responsible for annually re-assessing and reviewing the Code of Conduct and management's monitoring of compliance with the Code of Conduct, the adequacy of the mandates of each of the committees of the Board of Directors and the Board of Directors mandate, the member composition of each of the committees of the Board of Directors, identifying any areas where the directors or management could make a better collective contribution to overseeing the affairs of the Corporation and encouragement of a process of continuous improvement in the Board of Directors execution of its responsibilities.

The Corporate Governance and Nominating Committee, in consultation with the CEO, is responsible for:

(a) reviewing on a periodic basis the size and composition of the Board of Directors and ensuring that an appropriate number of independent directors sit on the Board of Directors;

(b) recommending nominations for election to the Board of Directors at the annual meeting of shareholders, taking into account the number required to carry out the Board of Directors' duties effectively; and

(c) recommending suitable candidates for nominees for election or appointment as directors, and recommending the criteria governing the overall composition of the Board of Directors and governing the desirable individual characteristics for directors,

and in making such recommendations, the Corporate Governance and Nominating Committee considers:

(a) the appropriate size of the Board of Directors with a view to facilitating effective decision-making;

(b) the needs of the Corporation and its stage of development and the competencies and skills that the Board of Directors considers to be necessary for the Corporation and the Board of Directors, as a whole, to possess;

(c) the competencies and skills that the Board of Directors considers each existing director to possess;

(d) the competencies and skills each new nominee will bring to the boardroom; and

(e) whether or not each new nominee can devote sufficient time and resources to his or her duties as a member of the Board of Directors.

The Corporate Governance and Nominating Committee is comprised of Dale Miller (Chair), Robert Weir and Neil MacKenzie. The Corporate Governance and Nominating Committee anticipates meeting once annually to fulfil its mandate.

Compensation Committee

The Compensation Committee is comprised of Dale Miller (Chair), Robert Weir and Neil MacKenzie all of whom are independent. The Compensation Committee is responsible for reviewing annually (and other times if necessary) and making recommendations to the Board of Directors regarding:

(a) compensation and remuneration policies, practices and philosophy for the Corporation's officers and directors; and

(b) the CEO's recommendations for proposed salaries, stock options, RSUs, bonuses or other incentive compensation plans for officer and director compensation.

In making its recommendations, the Compensation Committee considers the recommendations and insight of the CEO and considers, among other things, the performance of the person, comparative surveys of similar size Canadian oil and gas companies and the relative performance of the Corporation and the person on an aggregate and per share basis over relevant periods.

The Compensation Committee is provided with all compensation materials, including comparative surveys, in advance of the meetings in order to carefully consider management's recommendation and get independent advice if desired.

All of the members of the Compensation Committee are independent and have direct experience that is relevant to their responsibilities regarding executive compensation of the Corporation. Messrs., Weir and Miller have acted as executive officers and directors of other oil and gas and service companies. As a result, the Compensation Committee has knowledge of typical day-to-day responsibilities and challenges faced by the Corporation's management team, and first-hand knowledge regarding executive compensation policies and practices in the public oil and gas sector, all of which are beneficial in the context of its review of the Corporation's compensation policies and practices.

Assessments

The Board of Directors intends to make annual assessments regarding the effectiveness of the Board of Directors, committees and individual directors in fulfilling their respective responsibilities.

Meetings of the Board of Directors and Audit Committee during 2025

	Gordon Bowerman	Robert Weir	Ted Morton	Neil MacKenzie	Dale Miller	Penny Payne	James Evaskevich
Board of Directors	4/4	4/4	4/4	4/4	4/4	4/4	4/4
Audit Committee	4/4	N/A	4/4	N/A	N/A	4/4	N/A

MANAGEMENT CONTRACTS

Management functions of the Corporation are performed by the directors and executive officers of the Corporation and are not to any substantial degree performed by any other person or corporation.

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS

No current or former executive officer, director or employee of the Corporation, nor any of their respective associates or affiliates, is or at any time since the beginning of the most recently completed financial year has been, indebted to the Corporation or any of its subsidiaries. In addition, none of such person's indebtedness to another entity is or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement of understanding provided by the Corporation or any of its subsidiaries.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as set forth in this Information Circular, the management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer of the Corporation or of any associate or affiliate of any director or executive officer, in any matter to be acted upon at the Meeting.

OTHER MATTERS TO BE ACTED UPON

There are no other matters to be considered at the Meeting which are known to the directors or executive officers at this time. However, if any other matters properly come before the Meeting, it is the intention of the persons named in the Form of Proxy accompanying this Information Circular to vote in accordance with their best judgment of such matters exercising discretionary authority with respect to amendments or variations of matters identified in the accompanying Notice of Meeting and other matters which may properly come before the Meeting or any adjournment thereof.

ADDITIONAL INFORMATION

Financial information is provided in the Corporation's audited consolidated financial statements and accompanying managements' discussion and analysis for the year ended December 31, 2025.

Under NI 51-102, any person or company who wishes to receive annual and/or interim consolidated financial statements from the Corporation may deliver a written request for such material to the Corporation or the Corporation's agent, together with a signed statement that the person or company is the owner of securities of the Corporation. Shareholders who wish to receive annual and/or interim consolidated financial statements are encouraged to send the enclosed mail card, together with the completed Form of Proxy, in the addressed envelope provided to Computershare, 320 Bay Street, 14th Floor, Toronto, Ontario, M5H 4A6. The Corporation will maintain a supplemental mailing list of persons or companies wishing to receive annual and/or interim consolidated financial statements.

Additional information relating to the Corporation is available on the SEDAR+ website at www.sedarplus.ca. Copies of this Information Circular and the annual financial statements and related management's discussion and analysis are also available on SEDAR+ at www.sedarplus.ca and on the Company's website at https://www.yangarra.ca/investors/. Shareholders may request paper copies of this Information Circular at no cost online at https://www.yangarra.ca/investors/ or by calling 403-262-9558 or by emailing info@yangarra.ca.

BOARD APPROVAL

The contents and the sending of this Information Circular have been approved by the Board.

DATED this 25th day of March, 2026.

SCHEDULE "A"

YANGARRA RESOURCES LTD.
AMENDED AND RESTATED RESTRICTED SHARE UNIT PLAN

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For purposes of this Plan:

(a) "**Account**" means an account maintained by the Corporation for each Participant and which will be credited with RSUs in accordance with the terms of this Plan;

(b) "**Affiliate**" means an entity which is an "affiliate" of the Corporation for the purposes of NI 45-106;

(c) "**Applicable Law**" means any applicable provision of law, domestic or foreign, including without limitation, applicable securities legislation, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder and rules of the Exchange;

(d) "**Assets**" means all assets of the Corporation other than cash, cash equivalents and short term debt obligations;

(a) "**Award Date**" means the date or dates on which an award of RSUs is made to a Participant in accordance with Section 4.1;

(b) "**Award Value**" means, with respect to any RSUs, an amount equal to (a) the number of RSUs, as such number may be adjusted in accordance with the terms of this Plan, multiplied by (b) the Market Price of the Shares;

(c) "**Black-Out Period**" means the period of time when, pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons as designated by the Corporation, including any Participant that holds an RSU;

(d) "**Board**" means the board of directors of the Corporation as constituted from time to time;

(e) "**Cause**" has the meaning ascribed thereto (or the equivalent term) in any written agreement between the Participant and the Corporation or an Affiliate (as applicable) defining such term, and, in the absence of such agreement, "Cause" means the occurrence of any grounds at law in the applicable province where the Participant is located that: (i) in the case of a Participant who is an Employee, would entitle an employer to dismiss an employee summarily without notice and without compensation or damages in lieu of notice; and (ii) in the case of any other Participant, would entitle the Corporation or such Affiliate to terminate the services of the Participant without notice and without compensation or damages in lieu of notice;

(f) "**Change of Control**" means:

(i) the sale by the Corporation of all of the Assets of the Corporation or substantially all of the Assets of the Corporation;

(ii) the acquisition by any Person (whether from the Corporation or from any other Person) of Shares or other securities of the Corporation having rights of purchase, conversion or exchange into Shares which together with securities of the Corporation held by such Person, either alone or together with Persons acting jointly or in concert with such Person, exceeds 50% of the issued and outstanding Shares, (assuming for this test the purchase, conversion or exchange of such other securities, whether then purchasable, convertible or exchangeable or not, into the highest number of Shares, such Person or Persons would be entitled to);

(iii) the amalgamation of the Corporation with or into any one or more other corporations (other than: (a) an amalgamation of the Corporation with or into a Subsidiary of the Corporation; or (b) an amalgamation or merger of the Corporation unanimously recommended by the Board provided that the former holders of Shares receive, in the aggregate and in their capacities as such, shares of the amalgamated corporation having attached thereto not less than 50% of the votes attached to all shares of such amalgamated or merged corporation);

(iv) the election at a meeting of the Corporation's shareholders of that number of persons which would represent a majority of the Board, who are not included in the slate for election as directors proposed to the Corporation's shareholders by the Corporation; or

(v) the completion of any transaction or the first of a series of transactions which would have the same or similar effect as any transaction or series of transactions referred to in subsections (i), (ii), (iii) referred to above;

(g) "**Change of Control Date**" means the effective date of the Change of Control;

(h) "**Committee**" has the meaning ascribed thereto in Section 2.4(a);

(i) "**Company**" has the meaning ascribed thereto in the Exchange's Company Manual;

(j) "**Company Manual**" means the company manual of the Exchange, as amended from time to time;

(k) "**Consultant**" means a Person (other than an Employee or a Director) or Company that:

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

(ii) provides the services under a written contract with the Corporation or an Affiliate, as the case may be;

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

(iv) has a relationship with the Yangarra Group that enables the individual to be knowledgeable about the business and affairs of the Corporation;

(l) "**Corporation**" means Yangarra Resources Ltd., a corporation incorporated under the laws of the Province of Alberta, and any successor corporation;

(m) "**Director**" means a member of the board of directors of the Corporation or an Affiliate;

(n) "**Disability**" means a physical or mental incapacity or disability that prevents the Participant from performing the essential duties of the Participant's employment or service with the Corporation or any Affiliate, and that cannot be accommodated under applicable human rights laws without imposing undue hardship on the Corporation or the Affiliate employing or engaging the Participant:

(o) "**Dividend Equivalent**" has the meaning ascribed thereto in Section 4.2;

(p) "**Dividend Market Value**" means the Market Price per Share two (2) trading days prior to the dividend record date;

(q) "**Employee**" means:

(i) an individual who is considered an employee of the Corporation or an Affiliate for the purposes of the Tax Act; or

(ii) an individual who works for the Corporation or any Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant Affiliate over the details and methods of work as an employee of the Corporation or the relevant Affiliate, but for whom income tax deductions are not made at source;

(r) "**Exchange**" means the Toronto Stock Exchange or, if the Shares are not then listed and posted for trading on the Toronto Stock Exchange, such stock exchange on which such Shares are listed and posted for trading as may be selected for such purpose by the Board;

(s) "**Grant**" means a grant of RSUs made pursuant to Section 4.1;

(t) "**Grant Date**" means the effective date of a Grant;

(u) "**Insider**" has the meaning set forth in the Company Manual, as amended from time to time;

(v) "**Management Company Employee**" means an individual employed by a Consultant providing management services to the Corporation or an Affiliate, who is required for the ongoing successful operation of the business enterprise of the Yangarra Group;

(w) "**Market Price**" as at any date means the last closing price of the Shares on the Exchange on the last trading day immediately preceding the relevant date. In the event that the Shares are not then listed and posted for trading on any Exchange, the Market Price in respect thereof shall be the fair market value of such Shares as determined by the reasonable application by the Board of a reasonable valuation method;

(x) "**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

(y) "**Officer**" means a senior officer of the Yangarra Group;

(z) "**Outside Payment Date**" has the meaning set forth in Section 5.2(a);

(aa) "**Participant**" means any Director, Officer, Employee, Management Company Employee or Consultant of, or a person or company engaged by, one or more of the entities comprising the Yangarra Group to provide services for an initial, renewable or extended period, determined to be eligible to participate in this Plan in accordance with Section 3.1 and, where applicable, a former Participant deemed eligible to continue to participate in this Plan in accordance with Section 5;

(bb) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

(cc) "**Plan**" means this Restricted Share Unit Plan;

(dd) "**Retirement**" means retirement from active employment or service with the Corporation or an Affiliate:

(i) at or after age 65; or

(ii) with the consent of any officer of the Corporation as may be designated for the purposes of this Plan by the Board, at or after any earlier age and on the completion of any number of years of service as the Board may specify;

(ee) "**RSU**" means a unit equivalent in value to a Share credited by means of a bookkeeping entry in the Participants' Accounts;

(ff) "**RSU Agreement**" has the meaning set forth in Section 3.2;

(gg) "**Securities Act**" means the *Securities Act* (Alberta);

(hh) "**Service Year**" means the calendar year in respect of which an RSU is granted;

(ii) "**Security Based Compensation Arrangements**" means any incentive plan of the Corporation, including this Plan, the Corporation's stock option plan, individual stock options, stock purchase plans, stock appreciation rights involving issuances of securities from treasury, security purchases from treasury that are financially assisted by the Corporation and any other incentive options granted by the Corporation outside of this Plan;

(jj) "**Share**" means a common share of the Corporation;

(kk) "**Special Value**" means an amount determined as follows: (i) if any Shares are sold as part of a transaction constituting a Change of Control, then the Special Value shall be equal to the weighted average of the prices paid for those Shares by the acquirer, provided that if any portion of the consideration paid for such Shares by the acquirer is paid in property other than cash, then the Board (as constituted immediately prior to the Change of Control Date) shall determine the fair market value of such property as of the Change of Control Date for purposes of determining the Special Value; and (ii) if no Shares are sold as part of the transaction constituting a Change of Control, then the Special Value shall be the Market Price of a Share on the day immediately preceding the Change of Control Date;

(ll) "**Subsidiary**" has the meaning ascribed thereto in the Securities Act;

(mm) "**Tax Act**" means the *Income Tax Act (Canada)*, as amended from time to time;

(nn) "**Termination Date**" means (i) in the case of a Participant who dies, the date of death; and (ii) in all other cases, the date designated by the Corporation or an Affiliate, in written notice to a Participant, as the day on which that Participant's employment with or provision of services to the Corporation of the Affiliate (as the case may be and in its sole discretion) ceases for any reason whatsoever (whether or not that cessation of employment or service is lawful, but provided that, in the case of a voluntary resignation or voluntary termination by that Participant, the Termination Date may not be earlier than the date notice of that voluntary resignation or termination was first

given by that Participant); and "Termination Date" specifically does not mean the date on which any period of notice, which the Corporation or that Affiliate may be required to provide to (or that may be claimed by) that Participant, expires. For greater clarity, the Termination Date will be determined without regard to any applicable notice of termination, severance or termination pay, compensation or indemnity in lieu of notice, wrongful or constructive dismissal damages, damages for the failure to provide reasonable notice, period of salary continuation or of deemed employment or of deemed service, or any claim whatsoever by the Participant to any of the foregoing (whether express or implied and whether arising under contract or statute or otherwise at law in any manner);

(oo) "**Vested**" means the applicable Vesting Period and/or other conditions for payment or settlement in relation to a whole number, or a percentage of the number of RSUs determined by the Board, in connection with a Grant (i) have been met; (ii) have been waived or deemed to met pursuant to Section 5.6; (iii) or are otherwise waived pursuant to Section 2.5, and the Award Value to which the Participant is entitled pursuant to such RSU is irrevocably payable by the Corporation to the Participant in accordance with the terms hereof. "**Vesting**" and "**Vest**" shall be construed accordingly;

(pp) "**Vesting Date**" means, with respect to any Grant, the date upon which the applicable Vesting Period and/or other conditions for payment or settlement for an RSU becoming Vested are met, deemed to have been met or waived as contemplated in Section 1.1(oo), provided that such Vesting Date shall not extend beyond November 30 of the third calendar year following the Service Year in respect of which RSUs were granted;

(qq) "**Vesting Period**" means, with respect to a Grant, the period specified by the Board, commencing on the Grant Date and ending on the last Vesting Date for the RSUs subject to such Grant; and

(rr) "**Yangarra Group**" means, collectively, the Corporation and any Affiliates.

1.2 Interpretation

Words in the singular include the plural and words in the plural include the singular. Words importing male persons include female persons, corporations or other entities, as applicable. The headings in this document are for convenience and reference only and shall not be deemed to alter or affect any provision hereof. The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this document as a whole and not to any particular Article, Section, paragraph or other part hereof.

2. PURPOSE AND ADMINISTRATION OF THE PLAN

2.1 Purpose

The purpose of this Plan is to: (a) aid in attracting, retaining and motivating eligible Participants in the growth and development of the Yangarra Group by providing them with the opportunity through RSUs to acquire an increased proprietary interest in the Corporation; (b) more closely align their interests with those of the Corporation's shareholders; (c) focus such Participants on operating and financial performance and long-term shareholder value; and (d) motivate and reward for their performance and contributions to the Corporation's long-term success.

2.2 Administration of the Plan

Subject to Section 2.4, this Plan shall be administered by the Board.

2.3 Authority of the Board

The Board shall have the full power to administer this Plan, including, but not limited to, the authority to:

(a) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;

(b) adopt, amend, suspend and rescind such rules and regulations for administration of this Plan as the Board may deem necessary in order to comply with the requirements of this Plan, or in order to conform to any law or regulation or to any change in any laws or regulations applicable thereto;

(c) determine the individuals or companies to whom RSUs may be awarded provided that the Board, together with such individuals or companies, are responsible for ensuring and confirming that such person is a bona fide Employee, Consultant, or Management Company Employee of the Corporation or an Affiliate and therefore eligible as a Participant;

(d) to approve or authorize the applicable form and terms of the related RSU Agreements and any other forms to be used in connection with the Plan;

(e) award such RSUs on such terms and conditions as it determines including, without limitation: the time or times at which RSUs may be awarded; the time or times when each RSU shall vest, provided that Vesting of such RSU shall not occur beyond December 31 of the third calendar year following the Service Year, and the term of each RSU; the circumstances upon which a RSU shall be forfeited, cancelled or expired; whether restrictions or limitations are to be imposed on the Shares the Corporation may elect to issue in settlement of all or a portion of the Award Value of Vested RSUs and the nature of such restrictions or limitations, if any; any acceleration or waiver of termination or forfeiture regarding any RSU; in each case, based on such factors as the Board may determine appropriate, in its sole discretion;

(f) to interpret the Plan and RSU Agreements;

(g) to determine the terms and provisions of RSU Agreements (which need not be identical) entered into in connection with Grants;

(h) take any and all actions permitted by this Plan; and

(i) make any other determinations and take such other action in connection with the administration of this Plan that it deems necessary or advisable.

2.4 Delegation of Authority

(a) To the extent permitted by Applicable Law, the Board may, from time to time, delegate to a committee (the "**Committee**") of the Board all or any of the powers conferred on the Board under this Plan. In such event, the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of this Plan in this context is final and conclusive.

(b) The Board or the Committee may delegate or sub-delegate to any director or officer of the Corporation the whole or any part of the administration of this Plan and shall determine the scope of such delegation or sub-delegation in its sole discretion.

2.5 Discretionary Relief

Notwithstanding any other provision hereof and subject to Exchange approval, the Board may, in its sole discretion, waive any condition set out herein if it determines that specific individual circumstances warrant such waiver.

2.6 Amendment or Discontinuance of the Plan

(a) The Board may amend this Plan in any way, or discontinue or terminate this Plan altogether, and may amend, in any way, any RSU granted under this Plan at any time without the consent of a Participant, provided that Exchange approval is obtained and such amendment shall not adversely alter or impair any RSU previously granted under the Plan or any related RSU Agreement, except as otherwise permitted hereunder and further provided that no amendment will cause the Plan or any RSU to cease to comply with paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the Tax Act. In addition, the Board may, by resolution, make any amendment to this Plan or any RSU granted under it (together with any related RSU Agreement) without shareholder approval, provided however, that the Board will not be entitled to amend this Plan or any RSU granted under it without shareholder (disinterested shareholder approval if applicable) in order to: (i) increase the maximum number of Shares issuable pursuant to this Plan; (ii) cancel an RSU and subsequently issue to the holder of such RSU a new RSU in replacement thereof; (iii) permit the assignment or transfer of an RSU other than as provided for in this Plan; (iv) add to the categories of persons eligible to participate in this Plan; (v) remove or amend Section 4.3(c) of this Plan; or (vi) remove or amend this Section 2.6(a).

(b) Without limitation of Section 2.6(a), the Board may correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent deemed necessary or desirable, may establish, amend, and rescind any rules and regulations relating to this Plan, and may make such determinations as it deems necessary or desirable for the administration of this Plan.

(c) On termination of this Plan, any outstanding awards of RSUs under this Plan shall immediately vest and the Award Value underlying the RSUs shall be paid to the Participants in accordance with and upon compliance with Section 5.5. This Plan will finally cease to operate for all purposes when (i) the last remaining Participant receives payment in respect of the Award Value underlying all RSUs credited to the Participant's Account, or (ii) all unvested RSUs expire in accordance with the terms of this Plan and the relevant RSU Agreements.

2.7 Final Determination

(a) Any determination or decision by, or opinion of, the Board of the Corporation made or held pursuant to the terms set out herein shall be made or held reasonably and shall be final, conclusive and binding on all parties concerned, including, but not limited to, the Corporation, the Participants and their beneficiaries and legal representatives.

(b) Subject to Section 2.5, all rights, entitlements and obligations of Participants under this Plan are set forth in the terms hereof and cannot be modified by any other documents, statements or communications, except by amendment to the terms set out herein referred to in Section 2.6.

2.8 Withholding Taxes

When a Participant or other person becomes entitled to receive a payment in respect of any RSUs, the Corporation or an Affiliate shall have the right to require the Participant or such other person to remit to the Corporation or an Affiliate, as the case may be, an amount sufficient to satisfy any withholding tax requirements relating thereto. Unless otherwise prohibited by the Board or by Applicable Law, satisfaction of the withholding tax obligation may be accomplished by any of the following methods or by a combination of such methods:

(a) the tendering by the Participant of a cash payment to the Corporation or an Affiliate, as the case may be;

(b) where the Corporation has elected to issue Shares to the Participant, the withholding by the Corporation or an Affiliate, as the case may be, from the Shares otherwise deliverable to the Participant such number of Shares as it determines are required to be sold by the Corporation or an

Affiliate, as the case may be, as agent for and on behalf of the Participant, to satisfy the total withholding tax obligation (net of selling costs, which shall be paid by the Participant). The Participant consents to such sale and grants to the Corporation or an Affiliate, as the case may be, an irrevocable power of attorney to effect the sale of such Shares and acknowledges and agrees that neither the Corporation nor such Affiliate accepts any responsibility for the price obtained on the sale of such Shares; or

(c) the withholding by the Corporation or an Affiliate, as the case may be, from any cash payment otherwise due to the Participant;

provided, however, that the sum of any cash so paid or withheld and the Market Price of any Shares so withheld is sufficient to satisfy the total withholding tax obligation. Any reference in this Plan to the Award Value or payment of cash or issuance of Shares in settlement thereof is expressly subject to this Section 2.8.

2.9 Taxes

Participants (or their beneficiaries) shall be responsible for reporting and paying all taxes with respect to any RSUs under the Plan, whether arising as a result of the grant or Vesting of RSUs or otherwise. Neither the Corporation nor the Board make any guarantees to any person regarding the tax treatment of an RSU, or payments made under the Plan and none of the Corporation or any of its employees or representatives shall have any liability to a Participant with respect thereto. In the event the Corporation applies in a local jurisdiction for a favourable and/or reduced tax route in such jurisdiction, and if the Plan or the grant fails to qualify for this reduced tax route, for any reason, the Participant in this jurisdiction shall bear the full responsibility for the taxes and the Corporation shall bear no liability what so ever to the Participant for such tax treatment. The Corporation will provide each Participant with (or cause each Participant to be provided with) a T4 slip or such information return as may be required by applicable law to report income, if any, arising upon the grant or vesting of rights under this Plan by a Participant for income tax purposes.

2.10 Information

Each Participant shall provide the Corporation with all of the information (including personal information) that it requires in order to administer this Plan.

2.11 Account Information

Information pertaining to the RSUs in Participants' Accounts will be made available to the Participants at least annually in such manner as the Corporation may determine and shall include such matters as the Board may determine from time to time or as otherwise may be required by law.

2.12 Indemnification

Each member of the Board is indemnified and held harmless by the Corporation against any cost or expense (including any sum paid in settlement of a claim with the approval of the Corporation) arising out of any act or omission to act in connection with the terms hereof to the extent permitted by applicable law. This indemnification is in addition to any rights of indemnification a Board member may have as director or otherwise under the by-laws of the Corporation, any agreement, any vote of shareholders, or disinterested directors, or otherwise.

3. ELIGIBILITY AND PARTICIPATION

3.1 Participation

The Board, in its sole discretion, shall determine, or shall delegate to the Committee the authority to determine, which Participants will participate in this Plan.

3.2 RSU Agreement

A Participant shall confirm acknowledgement of an award of RSUs made to such Participant in such form as determined by the Board from time to time (the "**RSU Agreement**"), within such time period and in such manner as specified by the Board. If acknowledgement of an award of RSUs is not confirmed by a Participant within the time specified, the Corporation reserves the right to revoke the crediting of RSUs to the Participant's Account.

3.3 Participant's Agreement to be Bound

Participation in this Plan by any Participant shall be construed as irrevocable acceptance by the Participant of the terms and conditions set out herein and all rules and procedures adopted hereunder and as amended from time to time.

4. TERMS OF THE PLAN

4.1 Grant of RSUs

Subject to Section 3.2, an award of RSUs pursuant to this Plan will be made and the number of such RSUs awarded will be credited to each Participant's Account, effective as of the Award Date. The number of RSUs to be credited to each Participant's Account shall be determined by the Board, or the Committee delegated by the Board to do so, each in its sole discretion.

4.2 Credits for Dividends

Following the declaration and payment of dividends on the Shares, the Board may, in its absolute discretion, grant each Participant a number of dividend equivalent RSUs (a "**Dividend Equivalent**"). Such Dividend Equivalent, if any, shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of outstanding Vested RSUs recorded in the Participant's Account on the record date for the payment of such dividend, by (b) the Dividend Market Value, with fractions computed to three decimal places. The additional RSUs granted to each Participant pursuant to this Section 4.2 will be subject to the same terms and conditions in the Participant's existing RSU Agreement, including, for greater certainty, the Vesting Date of such additional RSUs.

4.3 Maximum Number of Shares and Limitations

(a) Subject to Section 6.1 and to adjustment pursuant to Section 5.5, the maximum number of Shares issuable pursuant to RSUs under this Plan shall be a number equal to 8% of the number of issued and outstanding Shares on a non-diluted basis at any time, provided that the number of Shares issued or issuable under all Security Based Compensation Arrangements shall not exceed 8% of the issued and outstanding Shares, calculated from time to time at the date at which the rights to acquire Shares under such Security Based Compensation Arrangements are granted.

(b) All Shares subject to RSUs that terminate or are cancelled without being settled shall be available for any subsequent grant of RSUs.

(c) Under the Plan and any other Security Based Compensation Arrangement of the Corporation (i) the aggregate number of Shares issued to Insiders, within any one-year period; and (ii) the aggregate number of Shares issuable to Insiders at any time, shall not exceed 8% of the issued and outstanding Shares.

(d) For purposes of the calculations in this Section 4.3 only, it shall be assumed that all issued and outstanding RSUs will be settled by the issuance of Shares on a one-for-one basis from treasury,

notwithstanding the Corporation's right pursuant to Section 5.2(b) to settle the Award Value underlying Vested RSUs in cash (if applicable) or by purchasing Shares on the open market.

(e) In addition to the terms set out herein, the administration and limitations of this Plan will be subject to the provisions of the Company Manual.

5. VESTING AND SETTLEMENT OF RSUS

5.1 Vesting

The Board may, in its sole discretion, determine the time during which RSUs shall Vest, provided such RSUs Vest by the Vesting Date, and whether there shall be any other conditions or performance criteria to Vesting. Notwithstanding the foregoing, the Board may, at its sole discretion at any time or in the RSU Agreement in respect of any RSUs granted, accelerate or provide for the acceleration of vesting in whole or in part of RSUs previously granted. The Award Value of any RSU shall be determined as of the applicable Vesting Date.

5.2 Settlement

(a) RSUs shall be settled upon or as soon as reasonably practicable following the Vesting thereof in accordance with Section 5, subject to the terms of the applicable RSU Agreement. In all events, Vested RSUs will be settled on or before December 31 of the year in which Vesting occurred.

(b) The Board may determine whether the Award Value for Vested RSUs will be settled by way of a cash payment, payment in Shares (on the basis of one Share for each Vested RSU being settled in Shares) acquired by the Corporation on the Exchange, payment in Shares (on the basis of one Share for each Vested RSU being settled in Shares) issued from the treasury of the Corporation or a combination of such methods. Settlement of Vested RSUs in cash shall be made by way of a lump sum payment of an amount equal to the Market Price on the relevant settlement date multiplied by the number of Vested RSUs being settled in cash as of such date, unless otherwise directed by the Corporation. No fractional Shares will be issued and any fractional Vested RSUs shall be settled in cash based on the Market Price on the relevant settlement date.

(c) Notwithstanding any election by the Corporation to settle the Award Value of any Vested RSUs, or portion thereof, in Shares, the Corporation reserves the right to change its election in respect thereof at any time up until payment is actually made, and the holder of such Vested RSUs shall not have the right, at any time to enforce settlement in the form of Shares of the Corporation.

5.3 Failure to Vest

For greater certainty, a Participant shall have no right to receive any payment or other benefit as compensation, damages or otherwise, with respect to any RSUs that do not become Vested or are otherwise forfeited in accordance with Section 5.4 below, and the Participant waives any claim or demand in relation thereto.

5.4 Termination of Employment or Service

RSUs subject to a Grant and Dividend Equivalent shall vest in such proportion(s) and on such Vesting Date(s) as may be specified in the RSU Agreement governing such Grant except as follows:

(a) a Participant immediately ceases to be eligible to receive further grants of RSUs under this Plan as of the Termination Date;

(b) in the case where a Participant's employment or service with the Corporation or an Affiliate terminates without Cause or due to Disability or Retirement, or a Director standing for election fails to be re-elected, or the Corporation or an Affiliate fails to renew a contract for services at the end of

its term, all RSUs that have not previously Vested shall expire on the Termination Date and be forfeited to the Corporation;

(c) in the case of the death of a Participant, the next tranche of RSUs will vest to the estate of the Participant and then all RSUs that have not previously Vested shall expire on the date of death and be forfeited to the Corporation; and

(d) in all other cases where a Participant's employment or service with the Corporation or an Affiliate ceases for any reason other than above in Sections 5.4(a), (b) and (c), including, without limitation, as a result of retirement or disability that does not meet the requirements set forth in the definitions of such terms in the Plan, voluntary resignation or termination for Cause, all RSUs that have not previously Vested shall expire on the Termination Date and be forfeited to the Corporation.

5.5 Alterations in Shares

In the event:

(a) of any change in the Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise; or

(b) that any rights are granted to all or substantially all shareholders to purchase Shares at prices substantially below Market Price; or

(c) that, as a result of any recapitalization, merger, consolidation or other transaction, the Shares are converted into or exchangeable for any other securities or property,

then the Board may make such adjustments to this Plan, to any RSUs and to any RSU Agreements outstanding under this Plan as the Board may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of amounts to be paid to Participants hereunder, provided that such adjustments have been previously approved by the Exchange.

5.6 Change of Control

In the event of a Change of Control, subject to the terms of a Participant's written employment agreement with the Corporation or an Affiliate and RSU Agreement in respect of the Grant, all RSUs that have not previously Vested shall Vest on the Change of Control Date. RSUs that Vest in accordance with this Section 5.6 shall be settled by a lump sum cash payment on the Change of Control Date equal to the Special Value, provided that the Special Value has been previously approved by the Exchange.

5.7 Postponement of Settlement

If a Participant's RSUs would, in the absence of this Section 5.7, be settled within a Black-out Period, the settlement date for such RSUs shall be automatically postponed without further act or formality until the earlier of the tenth business day following the end of such Black-out Period and December 31 of the third year following the Service Year for any particular RSU. Notwithstanding Section 2.6, the ten business day period referred to in this Section 5.7 may not be extended by the Board.

6. MISCELLANEOUS

6.1 Compliance with Laws

The Corporation, in its sole discretion, may postpone the issuance or delivery of any Shares that it elects to issue pursuant to any RSU to such date as the Board may consider appropriate, and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection

with the issuance or delivery of Shares in compliance with applicable laws, rules and regulations, except that in no event may the issuance of such Shares in respect of a RSU occur after December 31 of the year in which Vesting occurred. The Corporation shall not be required to qualify for resale pursuant to a prospectus or similar document any Shares that it elects to issue pursuant to the Plan, provided that, if required, the Corporation shall notify the Exchange and any other appropriate regulatory bodies in Canada and the United States of the existence of the Plan and the granting of RSUs hereunder in accordance with any such requirements.

6.2 No Right to Continued Employment/Service/Expected Compensation

(a) A Participant's terms of employment or service shall not be affected by participation in the Plan. Nothing in this Plan or any RSU Agreement will confer on a Participant any right to continue in the employment or service of the Corporation or an Affiliate, or affect in any way the right of the Corporation or an Affiliate to terminate the Participant's employment or service at any time; nor will anything in this Plan or any RSU Agreement be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or an Affiliate to extend the employment or service of any Participant beyond the date on which the Participant's relationship with the Corporation or an Affiliate would otherwise be terminated due to retirement or pursuant to the provisions of any employment, consulting, or other contract for services with the Corporation or an Affiliate. Under no circumstances shall any person who is or has at any time been a Participant be able to claim from the Corporation or any Affiliate any sum or other benefit to compensate for the loss of any rights or benefits under or in connection with this Plan or by reason of participation in this Plan or the cessation of such participation for any reason whatsoever. Without limiting the generality of the foregoing, no RSUs shall at any time be issued or other compensation paid in respect of any RSUs which have been forfeited or terminated under the Plan or on account of damages relating to any RSUs which have been forfeited or terminated under the Plan.

(b) In accepting a Grant, a Participant acknowledges, understands and agrees that the Grant and the Shares subject to the Grant, and the income from and value of same, are not part of normal or expected compensation for purposes of, including but not limited to, calculating any bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments, notice of termination, severance or resignation or redundancy or dismissal or end-of service or termination payments, compensation or indemnity in lieu of notice, wrongful or constructive dismissal damages, damages for the failure to provide reasonable notice, period of salary continuation or of deemed employment or of deemed service, or any claim whatsoever by the Participant to any of the foregoing (whether express or implied and whether arising under contract or statute or otherwise at law in any manner).

6.3 No Additional Rights

Neither the designation of an individual as a Participant nor the grant of any RSUs to any Participant entitles any person to the grant, or any additional grant, as the case may be, of any RSUs under the Plan.

6.4 General Restrictions and Assignment

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

(b) The rights and obligations hereunder may be assigned by the Corporation to a successor corporation to the business of the Corporation.

6.5 Market Fluctuations

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

(b) Participation in this Plan is entirely voluntary and not obligatory, and no Participant has been induced to participate in the Plan by expectation of employment, engagement or continued employment or engagement with the Corporation or any Affiliate. The Participants, by participating in this Plan, will be deemed to have accepted all risks associated with acquiring Shares pursuant to this Plan. Each Participant acknowledges that the Shares are subject to Applicable Law. The Yangarra Group makes no undertaking, representation, warranty or guarantee as to the future value or price of any Shares issued under this Plan, and will not be liable to any Participant for any loss resulting from that Participant's participation in this Plan or as a result of the amendment, suspension or termination of this Plan or any RSU in accordance with its terms. The Corporation's exercise of its rights of amendment, suspension or termination of this Plan or any RSU in accordance with its terms will not constitute (a) a breach of any Participant's employment, consulting or other contract for services with any of the Yangarra Group, or (b) grounds for any Participant to claim constructive dismissal or constructive termination.

6.6 No Shareholder Rights

Until Shares have actually been issued and delivered should the Corporation elect to so issue Shares in accordance with the terms of the Plan, a Participant to whom RSUs have been granted shall not possess any incidents of ownership of such Shares including, for greater certainty and without limitation, the right to receive dividends, if any, on such Shares and the right to exercise voting rights in respect of such Shares.

6.7 Governing Law

The validity, construction and effect of this Plan and any actions taken or relating to this Plan shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

6.8 Currency

All amounts paid or values to be determined under this Plan shall be in Canadian dollars.

6.9 Severability

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

6.10 Language

The parties confirm that it is their wish that this Plan, as well as any other documents relating to this Plan, have been and will be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, soient rédigés en anglais seulement*.

6.11 Effective Time

This Plan shall be effective as of May 1, 2026.