THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in JX Energy Ltd., you should at once hand this circular with the accompanying form of proxy to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this circular, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever. for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this circular.

JX Energy Ltd.

（吉星新能源有限責任公司）*

(incorporated under the laws of Alberta with limited liability)

(Stock Code: 3395)

Suite 900, 717 7th Avenue SW
Calgary, Alberta, T2P 0Z3,
Canada

Telephone: 1-403-355-6623

NOTICE OF MEETING
and
MANAGEMENT INFORMATION CIRCULAR
and
PROXY STATEMENT

with respect to the

Annual General and Special Meeting of Shareholders

to be held on June 23, 2026 at 7:00 p.m. (Calgary time)/June 24, 2026 at 9:00 a.m. (Hong Kong time) at Suite 900, 717 7th Avenue SW, Calgary, Alberta, T2P 0Z3, Canada

Dated: May 22, 2026

** For identification purpose only*

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NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS TO BE HELD AT 7:00 P.M. ON JUNE 23, 2026 (CALGARY TIME)

NOTICE IS HEREBY GIVEN that an annual general and special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares ("**Common Shares**") of JX Energy Ltd. ("**JXE**" or the "**Company**") will be held at Suite 900, 717 7th Avenue SW, Calgary, Alberta T2P 0Z3, Canada, on June 23, 2026 at 7:00 p.m. (Calgary time)/June 24, 2026 at 9:00 a.m. (Hong Kong time) for the following purposes:

1. to receive the audited financial statements of the Company as at and for the year ended December 31, 2025 together with the report of the auditors thereon;

2. to fix the number of directors of the Company to be elected at the Meeting at five;

3. to consider and, if thought advisable, to elect, each as a separate resolution, the following directors of the Company for the ensuing year:

   (a) Mr. Yongtan Liu as an executive director of the Company;

   (b) Mr. Binyou Dai as an executive director of the Company;

   (c) Ms. Jia Wei as an independent non-executive director of the Company;

   (d) Ms. Kit Man To as an independent non-executive director of the Company; and

   (e) Mr. Zhanpeng Kong as an independent non-executive director of the Company;

4. to consider and, if thought advisable, to re-appoint Moore CPA Limited as auditors of the Company and to authorize the directors of the Company to fix their remuneration;

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5. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution granting the board a general and unconditional mandate to allot, issue and otherwise deal with the Common Shares allotted or agreed to be allotted and/or sell or transfer treasury shares (as defined in the Listing Rules and as amended from time to time) of the Company (the "**Treasury Shares**") not exceeding twenty percent (20%) of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date of passing of such resolution (the "**Issuing Mandate**"), as more particularly described in the Circular (defined below);

6. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution granting the board a general and unconditional mandate to exercise all the power of the Company to repurchase Common Shares not exceeding ten percent (10%) of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date of passing of such resolution (the "**Share Repurchase Mandate**"), as more particularly described in the Circular (defined below);

7. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution granting the board a general and unconditional mandate to extend the Issuing Mandate by the aggregate number of the Common Shares repurchased by the Company pursuant to the exercise of the Share Repurchase Mandate and the number of Treasury Shares which may be sold or transferred under the Issuing Mandate provided that such extended amount shall not exceed ten percent (10%) of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date of passing of this resolution, as more particularly described in the Circular (defined below); and

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

The management information circular (the "**Circular**") which provides additional information relating to the matters to be dealt with at the Meeting will be delivered to Shareholders on or before May 22, 2026.

An explanatory statement as required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**"), providing the requisite information regarding the grant of the Share Repurchase Mandate reasonably necessary to enable the Shareholders to make an informed decision on whether to vote for or against the resolution relating to the Share Repurchase Mandate at the Meeting is set forth in Schedule "C" to this notice.

Only Shareholders of record as at 4:30 p.m. (Hong Kong time) and 2:30 a.m. (Calgary time) on June 12, 2026 (the "**Record Date**") will be entitled to vote at the Meeting, unless that Shareholder has transferred any Common Shares subsequent to that date and the transferee Shareholder, not later than 10 days before the Meeting, establishes ownership of the Common Shares and demands that the transferee's name be included on the list of Shareholders entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such Common Shares at the Meeting. To ensure that there is no risk that any of the Common Shares will be voted twice, the transferee must provide written evidence to the Company including, without limitation, providing properly endorsed certificates evidencing the transfer of such Common Shares or having otherwise established ownership of such Common Shares, written evidence of the identification of the relevant transferor and written evidence that the relevant transferor has not exercised and will not exercise their right to vote either by proxy or in person at the Meeting. The Company may refuse the demand by a transferee to be included in the list of Shareholders entitled to vote at the Meeting if the transferee cannot demonstrate to the Company with sufficient certainty that the relevant Common Shares have not already been voted by proxy or will be voted by the relevant transferor at the Meeting.

Shareholders who receive the Circular and other accompanying Meeting materials from the Company's branch share registrar in Hong Kong, being Computershare Hong Kong Investor Services Limited, and who are unable to be present at the Meeting are requested to date and sign the form of proxy enclosed in the Circular and return it to Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong so that it is received during regular business hours no later than 48 hours (excluding Saturdays, Sundays and public holidays in Hong Kong) prior to the time of the Meeting, or any adjournment thereof. If a Shareholder is registered as a member of the Company on the register of members in Hong Kong on the Record Date, such Shareholder's records are currently maintained on the Hong Kong register and such Shareholder's proxy should be deposited in accordance with the instructions set out in this paragraph.

Shareholders who receive the Circular and other accompanying Meeting materials from the Company's principal share registrar in Canada, being Computershare Trust Company of Canada, and who are unable to be present at the Meeting, are requested to date and sign the form of proxy enclosed in the Circular and return it to Computershare Trust Company of Canada, Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Canada, in the envelope provided for that purpose, so that it is received no later than 48 hours (excluding Saturdays, Sundays and holidays in Canada) prior to the time of the Meeting or any adjournment thereof. Registered shareholders may submit their voting instructions online at www.investorvote.com or 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. If a Shareholder acquired its Common Shares prior to the Record Date and is registered as a Shareholder on the register of Shareholders in Canada on the Record Date, such Shareholder's records are currently maintained on the Canadian register and such Shareholder's proxy should be deposited in accordance with the instructions set out in this paragraph.

In order to be valid, your proxy or voting instructions must be received in each case no later than 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or any adjournment thereof.

DATED at Calgary, Alberta, as of the 22nd day of May, 2026.

BY ORDER OF THE BOARD

Signed: *"Yongtan Liu"*

Yongtan Liu
Chairman of the Board

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MANAGEMENT INFORMATION CIRCULAR AND PROXY STATEMENT

GENERAL PROXY MATTERS

Solicitation of Proxies by Management

This management information circular (the "**Circular**") is furnished in connection with the solicitation of proxies by the management of JX Energy Ltd. ("**JXE**" or the "**Company**") for use at the annual general and special meeting (the "**Meeting**") of holders (the "**Shareholders**") of common shares ("**Common Shares**") of the Company to be held at Suite 900, 717 7th Avenue SW, Calgary, Alberta T2P 0Z3, Canada, on June 23, 2026 at 7:00 p.m. (Calgary time)/June 24, 2026 at 9:00 a.m. (Hong Kong time), and any adjournment thereof. This Circular contains information as at May 20, 2026 (the "**Latest Practicable Date**") unless otherwise noted. All references to "$" in this Circular refer to the lawful currency of Canada, unless otherwise noted.

Only Shareholders of record as at 4:30 p.m. (Hong Kong time) and 2:30 a.m. (Calgary time) on June 12, 2026 (the "**Record Date**") will be entitled to vote at the Meeting, unless that Shareholder has transferred any Common Shares subsequent to that date and the transferee Shareholder, not later than 10 days before the Meeting, establishes ownership of the Common Shares and demands that the transferee's name be included on the list of Shareholders entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such Common Shares at the Meeting. To ensure that there is no risk that any of the Common Shares will be voted twice, the transferee must provide written evidence to the Company including, without limitation, providing properly endorsed certificates evidencing the transfer of such Common Shares or having otherwise established ownership of such Common Shares, written evidence of the identification of the relevant transferor and written evidence that the relevant transferor has not exercised and will not exercise their right to vote either by proxy or in person at the Meeting. The Company may refuse the demand by a transferee to be included in

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the list of Shareholders entitled to vote at the Meeting if the transferee cannot demonstrate to the Company with sufficient certainty that the relevant Common Shares have not already been voted by proxy or will be voted by the relevant transferor at the Meeting.

Registered Shareholders are invited to attend the Meeting and vote their Common Shares at the Meeting. Shareholders can also appoint a proxy holder (who need not be a Shareholder) to attend and vote at the Meeting on the Shareholder's behalf and to convey a Shareholder's voting instructions. Solicitations of proxies will be primarily by mail, but some proxies may be solicited personally or by telephone, facsimile transmission or other electronic means by our officers, directors or employees at a nominal cost. The cost of solicitation will be borne by the Company.

Registered Shareholders who receive this Circular and other accompanying Meeting materials from the Company's branch share registrar in Hong Kong, being Computershare Hong Kong Investor Services Limited, and who are unable to be present at the Meeting are requested to date and sign the enclosed form of proxy and return it to Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong so that it is received during regular business hours no later than 48 hours (excluding Saturdays, Sundays and holidays in Hong Kong) prior to the time of the Meeting, or any adjournment thereof. If a Shareholder is registered as a member of the Company on the register of members in Hong Kong on the Record Date, such Shareholder's records are currently maintained on the Hong Kong register and such Shareholder's proxy should be deposited in accordance with the instructions set out in this paragraph.

Registered Shareholders who receive this Circular and other accompanying Meeting materials from the Company's principal share registrar in Canada, being Computershare Trust Company of Canada, and who are unable to be present at the Meeting, are requested to date and sign the enclosed form of proxy and return it to Computershare Trust Company of Canada, Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Canada, in the enclosed envelope provided for that purpose, so that it is received no later than 48 hours (excluding Saturdays, Sundays and holidays in Canada) prior to the time of the Meeting or any adjournment thereof. Registered shareholders may submit their voting instructions online at www.investorvote.com or 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. If a Shareholder acquired its Common Shares prior to the Record Date and is registered as a Shareholder on the register of Shareholders in Canada on the Record Date, such Shareholder's records are currently maintained on the Canadian register and such Shareholder's proxy should be deposited in accordance with the instructions set out in this paragraph.

The individuals named in the enclosed form of proxy are officers of the Company ("**Management Designees**"). **A Shareholder wishing to appoint some other person (who need not be a shareholder of the Company) to represent him or her at the Meeting has the right to do so, either by inserting that person's name in the blank space provided in the form of proxy and striking out the names of the Management Designees, or by completing another form of proxy, or by using the internet at www.investorvote.com or the telephone by calling 1-866-732-8683 (toll free within North America) or 1-312-588-4290 (outside North America).**

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

Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the Meeting or any adjournment thereof if they so wish.

Advice to Beneficial Holders of Common Shares

The information set forth in this section is of significant importance to you if you do not hold your Common Shares in your own name. Only proxies deposited by Shareholders whose names appear on our records as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If Common Shares are listed in your account statement provided by your broker, then in almost all cases those Common Shares will not be registered in your name on our records. Such Common Shares will likely be registered under the name of your broker or an agent of that broker.

Only registered holders of Common Shares or the persons they validly appoint as their proxies are permitted to vote at the Meeting. However, in many cases, Common Shares beneficially owned by a person (a "**Non-Registered Holder**") are registered either: (i) in the name of an intermediary (an "**Intermediary**") (including banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans) that the Non-Registered Holder deals with in respect of the shares; or (ii) in the name of a clearing agency (such as the Canadian Depository for Securities Limited) of which the Intermediary is a participant.

If you do not hold your Common Shares in your own name, you may give permission to your broker or other intermediary to release your name and address to us so that we can send proxy related materials to you directly. Alternatively, you may instruct your broker or other intermediary who holds your Common Shares to not provide your name and address to us, in which case, your broker or other intermediary is required to send such materials to you. We currently do not provide proxy related materials directly to beneficial Shareholders and we assume the costs associated with the delivery of meeting materials to beneficial Shareholders.

Applicable regulatory policy requires your broker to seek voting instructions from you in advance of the Meeting. Every broker has its own mailing procedures and provides its own return instructions, which you should carefully follow in order to ensure that your Common Shares are voted at the Meeting. Often, the form of proxy supplied by your broker is identical to the form of proxy provided to registered Shareholders. However, its purpose is limited to instructing the registered Shareholder how to vote on your behalf.

In Canada, most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**"). Broadridge mails a voting instruction form in lieu of a proxy provided by the Company. The voting instruction form will name the same persons as the Company's proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a beneficial Shareholder of the Company), other than the persons designated in the voting instruction form, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions.

Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. If you receive a voting instruction form from Broadridge, you cannot use it to vote Common Shares directly at the Meeting. The voting instruction form must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have the Common Shares voted.

Although you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your broker, you may attend the Meeting as a proxyholder for the registered Shareholder and vote your Common Shares in that capacity. If you wish to attend the Meeting and vote your own Common Shares, you must do so as proxyholder for the registered Shareholder. To do this, you should enter your own name in the blank space on the applicable form of proxy provided to you and return the document to your broker or the agent of such broker in accordance with the instructions provided by such broker well in advance of the Meeting.

The Canadian Securities Administrators have adopted a "notice-and-access" regime for shareholder meetings that permits issuers to send a reduced package of meeting materials to shareholders, together with the document required to cast their vote. We have elected not to use the "notice-and-access" regime for the Meeting and paper copies of such materials will be sent to all of our Shareholders.

Revocation of Proxy

A Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof. In addition to revocation in any other manner permitted by law, a Shareholder who has given a proxy may revoke it by:

(a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the Shareholder or by such person's authorized attorney in writing or, if such person is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to the Company's principal share register in Canada, being Computershare Trust Company of Canada at Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Canada, in the enclosed envelope provided for that purpose, so that it is received no later than 48 hours (excluding Saturdays, Sundays or holidays in Canada) prior to the time of the Meeting or any adjournment thereof. Registered 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), or the Company's branch share registrar in Hong Kong, being Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, as applicable, at least 48 hours (excluding Saturdays, Sundays or holidays in Hong Kong) prior to the time of the Meeting or any adjournment thereof, at which the proxy is to be used, or to the chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or

(b) personally attending the Meeting and voting such person's Common Shares at the Meeting.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

Persons Making the Solicitation

This solicitation is made on behalf of the Company's management. We will bear the costs incurred in the preparation and mailing of the form of proxy, notice of annual general and special meeting, and this Circular. In addition to mailing forms of proxy, proxies may be solicited by personal interviews, or by other means of communication, by our directors, officers or employees who will not be remunerated therefor.

Exercise of Discretion by Proxyholders

The Common Shares represented by proxy in favour of management nominees will be voted on any poll taken at the Meeting. Where you specify a choice with respect to any matter to be acted upon, the Common Shares will be voted or withheld from voting on any poll in accordance with the specification so made. If you do not provide instructions, your Common Shares will be voted in favour of the matters to be acted upon as set out herein. The persons appointed under the form of proxy which we have furnished are conferred with discretionary authority with respect to amendments or variations of those matters specified in the form of proxy and notice of annual general and special meeting and with respect to any other matters which may properly be brought before the Meeting or any adjournment thereof. At the time of printing this Circular, we know of no such amendment, variation or other matter.

Voting by Poll

Pursuant to Rule 13.39(4) of the Rules Governing the Listing of Securities (the "**Listing Rules**") on The Stock Exchange of Hong Kong Limited (the "**HKEX**"), any vote of shareholders at a general meeting must be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. The Company will announce the results of the poll in the manner prescribed in Rule 13.39(5) of the Listing Rules.

Counting the Votes

The Company's principal share registrar, Computershare Trust Company of Canada, and the Company's branch share registrar, Computershare Hong Kong Investor Services Limited, will count and tabulate the proxies for Common Shares. This is done independently of the Company to preserve confidentiality in the voting process. Proxies are referred to the Company only in cases where a Shareholder clearly intends to communicate with management or when it is necessary to do so to meet the requirements of applicable law.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Voting Securities

The Company's authorized share structure consists of an unlimited number of Common Shares without par value and an unlimited number of preferred shares. As at the Latest Practicable Date, the Company had 869,292,597 fully paid and non-assessable Common Shares and no preferred shares outstanding. Each Common Share carries the right to one vote at meetings of Shareholders of the Company.

Quorum

Second Amended and Restated By-Law Number Two of the Company (the "**By-Laws**") provides that if at least two persons present as registered Shareholders or as proxyholders for registered Shareholders, together of which are entitled to vote at such meeting, holding or representing in the aggregate not less than five per cent of the total number of shares carrying the right to vote at such meeting, a quorum for the purposes of conducting a shareholders' meeting is constituted.

Principal Holders

To the knowledge of the directors and executive officers of the Company, as at the Latest Practicable Date, the only persons who beneficially own, control or direct, directly or indirectly, Common Shares carrying 10% or more of the votes attached to the Common Shares entitled to be voted at the Meeting are as follows:

Name of Shareholder	Number of Common Shares	% of Common Shares
Aspen Investment Holdings Ltd.[(1)]	181,194,306	20.84%
Dalian Yongli Petrochemicals Ltd.	132,000,000	15.18%
HKSCC Nominees Limited[(2)]	384,387,905[(3)]	44.22%
Mr. Yongtan Liu[(4)]	233,600,000	26.87%

Notes:

(1) Aspen Investment Holdings Ltd. ("**Aspen**") holds 181,194,306 Common Shares and is owned as to approximately 80.78% by 吉林省弘原經貿集團有限公司 (Ji Lin Hong Yuan Trade Group Limited*) ("**JLHY**") and 19.22% by 長春市麗源投資有限公司 (Changchun Liyuan Investment Co., Ltd.*) ("**Liyuan**"). JLHY is held as to 60% and 40% by Mr. Yuan Jing ("**Mr. Jing**") and Mr. Guang Jing (being Mr. Jing's brother), respectively. Liyuan is held as to approximately 98%, 1% and 1% by JLHY, Zhou Li Mei and Jing Yue Li, respectively.

(2) HKSCC Nominees Limited is a subsidiary of the HKEX and its principal business is to act on behalf of other corporate or individual shareholders. All shares of Hong Kong listed companies, which are deposited into HKEX's Central Clearing and Settlement System, are registered in the name of HKSCC Nominees Limited.

(3) Includes Common Shares held by Aspen which have been transferred from the Canadian share register to the Hong Kong share register and have been deposited in HKEX's Central Clearing and Settlement System.

(4) Mr. Liu beneficially holds 210,000,000 Common Shares and Jixing Gas holds 23,600,000 Common Shares and is owned as to 100% by CCJGSA which is owned as to 66.70% and 33.30% by Mr. Liu and Ms. Zhang Lijun (Mr. Liu's spouse), respectively.

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

Other than as disclosed below or elsewhere in this Circular, none of the directors or executive officers of the Company, no proposed nominee for election as a director of the Company, none of the persons who have been directors or executive officers of the Company since the commencement of the Company's last completed financial year and no associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors.

STATEMENT OF EXECUTIVE COMPENSATION

The following sections outline the executive compensation practices of the Company with respect to those individuals who were: (i) acting as Chief Executive Officer (the "**CEO**") of the Company, or in a similar capacity, for any part of the financial year ended December 31, 2025; (ii) acting as Chief Financial Officer (the "**CFO**") of the Company, or in a similar capacity, for any part of such financial year; (iii) each of the most highly compensated executive officers of the Company, including any of its subsidiaries, or individuals acting in a similar capacity, other than the CEO and the CFO, at the end of such financial year and whose total compensation was more than C$150,000 (collectively, the "**NEOs**").

Compensation Discussion and Analysis

The remuneration committee (the "**Remuneration Committee**") of the Company's board of directors (the "**Board**") exercises general responsibility regarding overall employee and executive officer compensation. The Remuneration Committee is comprised of Mr. Yongtan Liu, Ms. Jia Wei (Chairman) and Mr. Zhanpeng Kong.

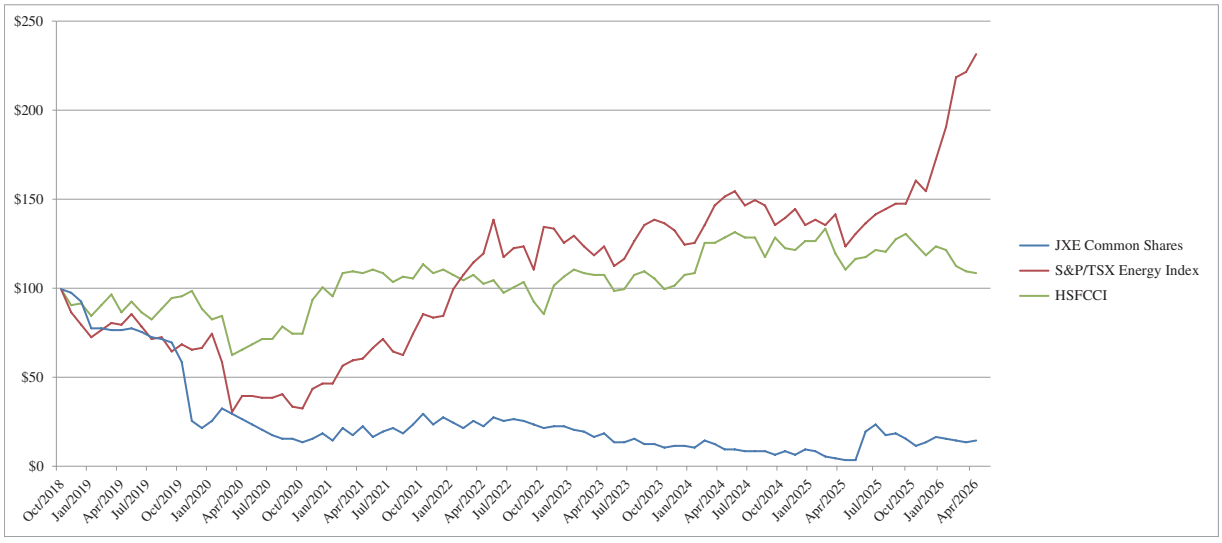
The Company's approach to executive compensation has historically been to provide suitable compensation for executives that is internally equitable, externally competitive and reflects individual achievement. The Company has attempted to maintain compensation arrangements that will attract and retain highly qualified individuals who are able and capable of carrying out the objectives of the Company. Such compensation arrangements generally consist of competitive salaries and other forms of incentive or discretionary compensation, as determined by the Board from time to time.

The Remuneration Committee reviews and makes recommendations to the Board regarding: (i) remuneration and compensation packages and establishment of a formal and transparent procedure for developing remuneration policy with reference to the Company's philosophy, policy and structure for all directors and senior management; and (ii) compensation payable to directors and senior management for appointment, loss or termination of office including arrangement related to dismissal or removal of directors for misconduct to be consistent with contractual terms, applicable laws and rules, including the Listing Rules. The Remuneration Committee also evaluates senior management's performance and makes recommendations to the Board based on such evaluation and ensures that no director or any of his associates is involved in deciding his own remuneration.

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

Performance Graph

The following graph compares the cumulative total shareholder return for $100 invested in the Common Shares beginning from the time the Company became a reporting issuer (October 2, 2018) to the Latest Practicable Date, as measured by the closing price of the Common Shares at the end of each period, with the cumulative total return on each of the S&P/TSX Energy Index and the Hang Seng Foreign Companies Composite Index, assuming the reinvestment of dividends, where applicable, for the same period.



The trends shown in the above graph do not correlate in all cases with the compensation that was awarded to the NEOs over the same period. NEO total compensation for 2025 was approximately 1% higher than 2024, primarily due to the severance due to the former CEO and former CFO, as detailed below.

Summary of Executive Compensation

The following table provides a summary of compensation earned during the years ended December 31, 2023, 2024, and 2025 by the NEOs, being the CEO, the CFO and the COO.

Name & Principal Position	Year	Salary ($)	Share-Based Award ($)	Option-Based Awards ($)	Non-Equity Incentive Plan Compensation ($)		Pension Value ($)	All other Compensation ($)	Total Compensation ($)
					Annual Incentive Plans	Long-Term Incentive Plans			
Mr. Pingzai Wang[1]	2025	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Former Chief Executive Officer	2024	22,000	Nil	Nil	Nil	Nil	Nil	346,500	368,500
	2023	330,000	Nil	18,706	Nil	Nil	Nil	Nil	348,706
Mr. Yongtan Liu[4]	2025	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Former Interim Chief Executive Officer	2024	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Ms. Tara Leray[2]	2025	187,000	Nil	Nil	Nil	Nil	Nil	400,000	587,000
Former Chief Financial Officer and Former Joint Company Secretary	2024	220,000	Nil	16,004	Nil	Nil	Nil	Nil	236,004
	2023	203,333	Nil	14,029	Nil	Nil	Nil	Nil	217,363
Mr. Binyou Dai[5]	2025	250,000	Nil	Nil	Nil	Nil	Nil	Nil	250,000
Chief Executive Officer	2024	250,000	Nil	Nil	Nil	Nil	Nil	Nil	250,000
	2023	250,000	Nil	14,029	Nil	Nil	Nil	Nil	264,029
Mr. Jesse Meidl[3]	2025	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Former Chief Financial Officer and Former Joint Company Secretary	2024	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil	50,000	50,000
Ms. Jun Xiang[6]	2025	25,000	Nil	Nil	Nil	Nil	Nil	Nil	25,000
Chief Financial Officer and Joint Company Secretary	2024	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2023	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Mr. Pingzai Wang resigned as the Chief Executive Officer on February 14, 2024. Other compensation paid to Mr. Wang for the year ended December 31, 2024 is comprised of a severance of C$385,000 offset by adjustments related to the temporary adjustment accrued to the date of resignation.

(2) Ms. Tara Leray resigned as the Chief Financial Officer and Joint Company Secretary on October 31, 2025. Other compensation paid to Mr. Leray for the year ended December 31, 2025 is comprised of a severance of C$400,000 offset by adjustments related to the temporary adjustment accrued to the date of resignation.

(3) Mr. Jesse Meidl resigned as the Chief Financial Officer and Joint Company Secretary on August 15, 2022. Other Compensation paid to Mr. Meidl for the year ended December 31, 2023, is comprised C$50,000 earned for consulting services.

(4) Mr. Yongtan Liu resigned as the Interim Chief Executive Officer on October 24, 2025. Mr. Liu does not receive compensation in respect of his role as the Interim Chief Executive Officer.

(5) Mr. Binyou Dai was appointed as the Chief Executive Officer on October 31, 2025.

(6) Ms. Jun Xiang was appointed as the Chief Financial Officer and Joint Company Secretary on October 31, 2025.

Incentive Plan Awards

During the year ended December 31, 2025, a total of 3,080,200 share options were forfeited or lapsed, including 800,200 share options forfeited following the resignation of employees during the vesting period and 2,280,000 share options lapsed upon expiry. The Company did not have any share options outstanding, exercisable or available for exercise as at December 31, 2025.

The following table sets forth, for each director, the option-based awards and the share-based awards that were outstanding as at December 31, 2025.

	Options-based Awards				Share-based Awards[1]		
Name	Number of Securities Underlying Unexercised Options	Option Exercise Price	Option Expiration	Value of Unexercised in-the-money Options	Number of Common Shares or Units of Share That Have Not Vested[2]	Market or Paid out or Share-Based Awards That Have Not Vested	Market or Payout value of Share-Based Awards Not Paid out or Distributed
Mr. Yongtan Liu	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Mr. Larry Grant Smith[4]	Nil	Nil	Nil	Nil	Nil	Nil	118,681
Mr. Richard Dale Orman[3]	Nil	Nil	Nil	Nil	Nil	Nil	133,993
Mr. Peter David Robertson[3]	Nil	Nil	Nil	Nil	Nil	Nil	133,993
Ms. Kit Man To[4]	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Ms. Jia Wei[4]	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Mr. Zhanpeng Kong	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Mr. Binyou Dai[5]	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Refers to Phantom Units.

(2) Assumes share price of HK$0.28 and C$: HK$ exchange rate of 0.1761: 1 being the respective closing share price and exchange rate as at December 31, 2025.

(3) The Honorable Mr. Richard Dale Orman and Mr. Peter David Robertson resigned as directors of the Company on August 1, 2023.

(4) Mr. Larry Grant Smith resigned as a director of the Company on December 24, 2024, and Ms. Kit Man To and Ms. Jia Wei were appointed as directors on the same date.

(5) Mr. Binyou Dai was appointed as a director of the Company on February 14, 2024.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth, for each NEO, the incentive plan awards that were earned during the year ended December 31, 2025.

Name	Option-based awards – Value vested during the year ($)	Share-based awards – Value vested during the year ($)	Non-equity incentive plan compensation – Value earned during the year ($)
Mr. Yongtan Liu *Former Interim Chief Executive Officer*	Nil	Nil	Nil
Ms. Tara Leray *Former Chief Financial Officer and Former Joint Company Secretary*	Nil	Nil	Nil
Mr. Binyou Dai *Chief Executive Officer*	Nil	Nil	Nil
Ms. Jun Xiang *Chief Financial Officer and Joint Company Secretary*	Nil	Nil	Nil

As the options granted are out of the money, the vested options currently have no value for the current year.

The following table sets forth, for each director, the incentive plan awards that were earned during the year ended December 31, 2025.

Name	Option-based awards – Value vested during the year ($)	Share-based awards – Value vested during the year ($)	Non-equity incentive plan compensation – Value earned during the year ($)
Mr. Yongtan Liu	Nil	Nil	Nil
Ms. Kit Man To	Nil	Nil	Nil
Ms. Jia Wei	Nil	Nil	Nil
Mr. Zhanpeng Kong	Nil	Nil	Nil
Mr. Binyou Dai	Nil	Nil	Nil

Long-Term Compensation Plans

The purpose of the Plan is to provide the Eligible Directors with compensation opportunities which: (i) are compatible with Shareholder interests; (ii) will encourage a sense of ownership; and (iii) will enhance the Company's ability to retain key personnel and reward significant performance achievements. The phantom units issued under the Plan (the "**Phantom Units**") are used as part of the Company's compensation plan for Eligible Directors. As the value of the Phantom Units will fluctuate with the price of the Common Shares, by increasing or decreasing based on the market value of the Common Shares, the Phantom Units reflect an alignment of the interests of the Eligible Directors with those of the Shareholders by tying the value of compensation to the performance of the Common Shares. The Plan was approved by Shareholders at the Annual and Special Meeting on February 26, 2016 and by the Board on May 2, 2016 and became effective on March 10, 2017 upon listing on the HKEX.

The full text of the Plan is attached hereto as Schedule "A". As at December 31, 2025, there were no Phantom Units issued and outstanding.

Summary of the Plan

Under the Plan, a percentage (the "**Designated Percentage**") of the Eligible Director's fees, as determined by the Administrator (defined below), payable to Eligible Directors for their participation on the Board and on committees of the Board, including all annual retainer fees (including annual fees on a prorated basis) but excluding any reimbursement of expenses paid to such Eligible Directors (the "**Fees**") will be paid in Phantom Units. For the Fee Period (defined below) ended December 31, 2025, the Designated Percentage is 60%.

Pursuant to the Plan, each Eligible Director shall agree in writing prior to the commencement of the next Fee Period to receive the applicable Designated Percentage of Fees in the form of Phantom Units under the Plan for each 12-month period commencing on January 1 and ending on December 31 (the "**Fee Period**"). The first Fee Period for the Plan commenced on the date on which the Common Shares commenced trading on the Main Board of the HKEX and ended on December 31 of that calendar year. Once such participation becomes effective, it is irrevocable in respect of that Fee Period and no modifications to such participation shall be permitted.

On each date in which Phantom Units are to be allotted (the "**Unit Allotment Date**") to an Eligible Director participating in the Plan (a "Participant"), a number of Phantom Units (including fractional Phantom Units calculated to two decimal points) determined by dividing: (i) an amount equal to the Designated Percentage of the Fees to have credited in Phantom Units on that Unit Allotment Date; by (ii) the Fair Market Value (defined below) of a Common Share on that Unit Allotment Date, shall be credited to the Participant's Account (defined below).

For purposes of the Plan, the "**Fair Market Value of a Common Share**" means, as applicable: (i) the weighted average trading price of the Common Shares on any exchange where the Common Shares are listed (including the HKEX) for the last five trading days prior to such day; or (ii) on a day during any period when the Common Shares are not listed on an exchange: (A) the weighted average trading price of the Common Shares on an over-the-counter market for the last five trading days prior to such day on which at least one board lot of the Common Shares was traded; or (B) the value attributed to the Common Shares on such day by the Board, in its sole discretion.

Administration of the Plan

The Plan is currently administered by the Board and may be administered by such other person(s) as the Board may designate from time to time (the "**Administrator**"). The Administrator has the power and authority to:

(a) adopt rules and regulations for implementing the Plan;

(b) determine the eligibility of persons to participate in the Plan;

(c) determine the Designated Percentage for each Fee Period on or after the 10th trading day following the release of the financial results of the Company for the fiscal period ended September 30 and prior to December 31 of the year ending prior to the commencement of each subsequent Fee Period;

(d) interpret and construe the provisions of the Plan;

(e) make exceptions to the Plan in circumstances which it determines to be exceptional, provided that any such exceptions are made in compliance with the Income Tax Act (Canada); and

(f) make all other determinations and take all other actions as it determines to be necessary or desirable to implement, administer and give effect to the Plan.

Redemption of Phantom Units

Subject to the Plan, as at a Participant's Termination Date (being the date on which the Participant ceases to be a member of the Board by way of retirement, non-re-election as a director, resignation or death), the Participant (or his or her legal representative) is entitled to, by giving written notice to the Company, redeem all or a portion of the Phantom Units recorded on his or her account as at a particular date (the "**Redemption Date**").

The Participant is entitled on the Redemption Date to receive an amount equal to the number of Phantom Units to be redeemed on such Redemption Date multiplied by the Fair Market Value of a Common Share on such Redemption Date, net of any applicable deductions and withholdings.

The Redemption Date may not be a date on which: (i) the Participant possesses inside information in relation to the Common Shares; (ii) the Company's quarterly, half-yearly or annual financial results are published; (iii) during the period of 60 days immediately preceding the publication date of the annual financial results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; (iv) during the period of 30 days immediately preceding the publication date of the quarterly or half-yearly financial results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results; or (v) prior to the 10th trading day following the release of the Company's quarterly, half-yearly or annual financial results immediately following the Participant's Termination Date.

In December 2019, the directors agreed that the cash redemption value would be paid by the Company not less than 366 days after the Redemption Date. For the year ended December 31, 2024 the two independent non-executive directors that resigned in 2023 and 2024 had a cash redemption value of their Phantom Units of C$0.15 million per director and C$0.14 million, respectively. At the time of their resignations, the directors agreed that the cash payments of C$10,000 per quarter would continue for these former members, reducing the Phantom Units liability, with the balance payable 366 days after the Director Termination Date. As at December 31, 2025 the remaining cash value of the Phantom Units was C$0.39 million for all resigned directors has been recorded as a current liability.

Upon the Company making payment to a Participant (or the Participant's legal representative, as the case may be) pursuant to the Redemption provisions of the Plan, the Phantom Units upon which such payment was based shall be cancelled and no further payments shall be made from the Plan in relation to such Phantom Units and, upon the Company making payment in respect of the last applicable Redemption Date, the Participant's (or the Participant's legal representative, as the case may be) participation in the Plan will be terminated.

Limitations

Notwithstanding any provisions of the Plan: (i) all amounts that may be received under the Plan by a Participant (or his or her legal representative) shall be received after the Termination Date for the Participant, and no earlier than 366 days commencing after the Redemption Date except as noted above; (ii) the aggregate of all amounts, each of which may be received by each Participant under the Plan, depends on the Fair Market Value of the Common Shares, the number of which are equivalent to the number of Phantom Units recorded in each Participant's Account, within the period that commences one year before the Termination Date and ends at the time such amounts are received; and (iii) if an Eligible Director becomes a salaried officer or an employee of the Company or a related Company, he or she shall be suspended from further participation in the Plan and shall not be entitled to redeem any Phantom Units until the date which is 10 days following the release of the Company's quarterly, half-yearly or annual financial results immediately following the Termination Date. The Termination date is the later of: (i) his or her cessation of employment with the Company or its related Company; and (ii) his or her termination of service. All such redemptions must occur by December 1 of the first calendar year commencing after the applicable Termination Date.

No Rights as a Shareholder

Under no circumstances shall the Phantom Units be considered Common Shares nor shall the Phantom Units entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Common Shares.

Transferability

A Participant is not entitled to transfer, assign, charge, pledge or hypothecate, or otherwise alienate, whether by operation of law or otherwise, his or her Phantom Units or any rights he or she has under the Plan, other than pursuant to a will or by the laws of descent and distribution as provided thereunder.

Accounts

A separate notional account shall be maintained for each Participant (an "**Account**"). Each Account will be credited with Phantom Units issued to the Participant from time to time pursuant to the Plan by way of a bookkeeping entry in the books of the Company. The Phantom Units credited to the Participant's Account will be cancelled as of the applicable Redemption Date and, following redemption of all Phantom Units credited to the Participant's Account, such Participant's Account will be closed.

Adjustments

Appropriate adjustments with respect to the number of Phantom Units recorded in each Participant's Account may be made by the Administrator in its sole discretion to give effect to any change in the number of Common Shares resulting from rights offerings or subdivisions, consolidations or reclassifications of the Common Shares, the payment of cash or stock dividends by the Company or other relevant changes in the capital stock of the Company.

Funding of the Plan

Unless otherwise determined by the Administrator, the Plan shall remain an unfunded obligation of the Company. Neither the Company nor the Administrator is or may be deemed to be a trustee of any amounts to be paid under the Plan.

Amendments to and Termination of the Plan

The Board may, from time to time, in its absolute discretion amend, modify and change the provisions of the Plan or terminate the Plan. The Plan prohibits any amendment of the Plan to operate in a manner which will deprive a Participant of any rights acquired prior to the date of such amendment without such Participant's consent in writing. Any such amendment or termination shall be such that the Plan continuously meets the requirements of the Income Tax Act (Canada). The Plan may be terminated pursuant to and in accordance with the terms of the Plan. If the Administrator terminates the Plan, no additional Phantom Units will be credited to the Accounts of Participants following such termination.

Pension Plan Benefits

In 2025, the Company did not provide third party pension plan benefits or other forms of retirement compensation for its employees.

Termination and Change of Control Benefits

The Company has entered into executive employment agreements (the "**Executive Employment Agreements**") with each of Ms. Leray and Mr. Dai. The Executive Employment Agreements continue indefinitely until terminated in accordance with the terms thereof and the annual base salary prescribed thereunder is subject to annual review.

The executive is entitled to participate in and receive all rights and benefits under any benefit plans maintained by JXE for employees generally and executive officers. All group benefits from employment, including short and long-term disability coverage, if any, cease on the executive's last day of active employment regardless of the reason thereof.

The Executive Employment Agreements may be terminated by JXE at any time for just cause and in such case the executive is entitled to payment of any pro rata annual base salary earned but unpaid through to the cessation date, any accrued and unused vacation and reimbursable expenses. The Executive Employment Agreements may be terminated by JXE without just cause upon payment of: (i) the pro rata amount of annual base salary earned but unpaid up to and including cessation of employment, accrued and unused vacation pay, and reimbursable expenses, (ii) a severance payment equal to one and one-half (1.5) years of the NEOs base salary plus any discretionary bonus paid in the preceding year, and (iii) the immediate vesting of all outstanding equity derivatives held by the executive. The executive will have thirty (30) days from the termination date to exercise any in-the-money equity derivatives. Any equity derivatives which are not exercised within 30 days will be cancelled.

Upon the resignation of Mr. Wang on February 14, 2024, the Company negotiated a severance settlement of C$0.385 million which is currently being paid through installments until paid in full.

Upon the resignation of Mr. Leray on October 31, 2025, the Company negotiated a severance settlement of C$0.4 million which is currently being paid through installments until paid in full.

The Executive Employment Agreements provide that during a 90 day period following a "change of control" (as such term is defined in the Executive Employment Agreements) of JXE, the executive may elect to resign from his employment with JXE upon not less than 30 days advance written notice, and upon doing so, the executive shall be entitled to be paid the applicable retiring allowance as set forth above. In each case in which the retiring allowance becomes payable, in order to receive same, the executive is required to provide a release to the Company and its affiliates, in form satisfactory to the Company.

The following table summarizes the payments that would be received by each NEO in each circumstance where the NEO ceases to be employed by JXE. The amounts shown in the table below are calculated based on positions held at December 31, 2025. These amounts do not include Options or Awards granted, or compensation changes made, subsequent to the 2025 year-end. For purposes of this table, the termination date of each NEO is assumed to be December 31, 2025 and no value has been assigned to the outstanding options held by the executive as they are not in-the-money.

Name and Principal Position	Termination for Cause ($)	Termination for other than Cause and Change of Control ($)
Mr. Binyou Dai *Chief Operating Officer*	112,500	487,500

Compensation of Directors

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

Director Compensation Table

The following table provides information regarding compensation paid to the Company's directors during the financial year ended December 31, 2025.

Director Compensation Table

Name	Salaries or Fees Earned ($)[2]	Share-Based Awards ($)[1][2]	Option-Based Awards ($)	Non-Equity Incentive plan Compensation ($)	Pension Value ($)	All Other Compensation ($)	Total ($)
Mr. Yongtan Liu	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Mr. Zhanpeng Kong	40,000	Nil	Nil	Nil	Nil	Nil	40,000
Ms. Kit Man To	40,000	Nil	Nil	Nil	Nil	Nil	40,000
Ms. Jia Wei	40,000	Nil	Nil	Nil	Nil	Nil	40,000
Mr. Binyou Dai[1]	212,500	Nil	Nil	Nil	Nil	Nil	218,500

Notes:

(1) Mr. Binyou Dai was appointed as a director of the Company on February 14, 2024. The compensation for Mr. Dai in Salaries or Fees Earned, represents the compensation he received as a Chief Executive Officer following his appointment and does not include any additional director's fees

Mr. Yongtan Liu has entered into a service agreement as executive Director for an initial term of three years commencing from December 18, 2019. Under his service agreement, Mr. Yongtan Liu does not receive any director's fee for his office as director.

Ms. Jia Wei and Ms. Kit Man To have entered into appointment letters with the Company as independent non-executive Directors for a term of three years commencing from December 24, 2024. Mr. Zhanpeng Kong signed an appointment letter with the Company as independent non-executive director for an initial term of three years commencing August 1, 2023. Under the letters of appointment, Ms. Kit Man To, Ms. Jia Wei and Mr. Zhanpeng Kong shall each be entitled to a fee of C$40,000 per annum and are not participating in the Phantom Unit Plan. Such compensation shall be reviewed and recommended by the Remuneration Committee to the Board taking into account the director's performance in the position and the scope of responsibilities attaching to the position from time to time. Independent non-executive director's compensation for Ms. Kit Man To and Ms. Jia Wei is paid in cash quarterly (C$10,000 per quarter).

On February 14, 2024, Mr. Wang resigned as an Executive Director of the Company and was replaced by Mr. Binyou Dai who agreed to an initial term of three years commencing February 14, 2024. Mr. Dai does not receive additional director's fee for his office as a director. Mr. Binyou Dai was entitled to receive emoluments of C$250,000 (approximately HK$1.4 million) per annum as the CEO, as determined by the Board with reference to his duties, responsibilities, remuneration policy of the Company, performance of the Company as well as the prevailing market condition.

The Remuneration Committee is not anticipating meeting prior to the Meeting to recommend changes to the compensation structure for the Board. Any recommendations approved by the Board will be communicated to the Shareholders as required by applicable law.

Management Contracts

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

Stock Option Plan

The Board and the Shareholders have approved the adoption of a stock option plan (the "**Option Plan**"). The full text of the Option Plan is attached to this Circular as Schedule "B". The purpose of the Option Plan is to permit the granting of options to purchase Common Shares ("**Options**") to directors, officers, employees of, and consultants to, the Company.

The Option Plan is a "rolling" plan and provides that the number of Common Shares issuable under the Option Plan, together with all of the Company's other previously established or proposed share compensation arrangements, may not exceed 10% of the total number of issued and outstanding Common Shares, on a non-diluted basis, as of the date on which the Option Plan is approved by the Shareholders. In addition, the following restrictions apply to the Option Plan:

(a) the aggregate number of Common Shares reserved for issuance pursuant to Options granted to any one individual under the Option Plan within any 12-month period must not exceed 1% of the issued and outstanding Common Shares (on a non-diluted basis). Where any further grant of Options to an individual under the Option Plan would result in the Common Shares issued and to be issued upon exercise of all Options granted and to be granted to such individual (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such further grant representing in aggregate over 1% of the Common Shares, such further grant must be separately approved by the Shareholders at a special meeting with such individual and his close associates abstaining from voting, and the number and terms of Options to be granted to such individual must be fixed before the Shareholders' approval. In such event, the Company must send a circular to the Shareholders containing the identity of the individual, the number and terms of Options to be granted (and Options previously granted to such individual) and all other information required by the HKEX. The date of the Board meeting proposing such further grant should be taken as the grant date for the purpose of calculating the Exercise Price (as defined in the Option Plan) under Article 6;

(b) the aggregate number of Common Shares reserved for issuance pursuant to Options granted to Related Persons (as defined in the Option Plan) (as a group) may not exceed 10% of the issued and outstanding Common Shares (on a non-diluted basis) unless disinterested Shareholder approval is obtained;

(c) the grant to Related Persons (as a group) within a 12-month period of an aggregate number of Options may not exceed 10% of the issued and outstanding Common Shares (on a non-diluted basis) unless disinterested Shareholder approval is obtained;

(d) the aggregate number of Common Shares reserved for issuance pursuant to Options granted to any consultants or persons conducting investor relations activities may not exceed 2% of the issued and outstanding Common Shares (on a non-diluted basis) unless disinterested Shareholder approval is obtained; and

(e) each grant of Options to a director, executive officer or substantial shareholder of the Company, or any of their respective associates, under the Option Plan shall comply with the requirements of the HKEX. Specifically, each grant of Options to any of the foregoing persons shall be approved by independent non-executive directors of the Company (excluding any independent non-executive director that is an individual participating in the Option Plan).

Where any grant of Options to a substantial shareholder or an independent non-executive director of the Company, or any of their respective associates, would result in the securities issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled or outstanding) to such person in the 12-month period up to and including the date of such grant:

(i) representing in aggregate over 0.1% of the Common Shares; and

(ii) where the securities listed on the HKEX, having an aggregate value, based on the closing price of the Common Shares at the date of each grant, in excess of HK$5 million, such further grant of options must be approved by Shareholders at a special meeting, with voting to be taken by way of poll. The Company shall send a circular to the Shareholders containing all information as required under the HKEX rules in this regard. All core connected persons of the Company shall abstain from voting (except where any core connected person intends to vote against the proposed grant and his intention to do so has been stated in the aforesaid circular). Any change in the terms of an Option granted to a substantial shareholder of the Company or an independent non-executive director, or any of their respective close associates, is also required to be approved by Shareholders in the aforesaid manner.

Each Option and all rights thereunder will expire on the date set out in the applicable option agreement and will be subject to the earlier termination provisions of the Option Plan, provided that in no circumstances will the duration of an Option exceed 10 years from the date of grant. Under the Option Plan, in the event of the death of a participant, the Options previously granted to such participant will be exercisable only within one year after such death and then only to the extent that such deceased participant was entitled to exercise his Option at the date of his death.

Pursuant to the Option Plan, the Exercise Price shall be fixed by the Board at the time that the Option is granted and shall be at least the highest of: (i) the closing price of the Common Shares as stated in the HKEX's daily quotations sheet on the grant date, which must be a business day; or (ii) the average closing price as stated in the HKEX's daily quotations sheet for the five business days immediately preceding the grant date. The Option Plan also provides that the Board may, in its sole discretion, determine the time during which Options shall vest and the method of vesting.

The Option Plan is administered by the Board, which has authority and discretion, subject to the express provisions of the Option Plan, to interpret the Option Plan, to amend the Option Plan and to make all other determinations deemed necessary or advisable for the administration of the Option Plan. The Board has the right, in its sole discretion, to amend, suspend or terminate the Option Plan or any portion thereof at any time, in accordance with applicable legislation, without obtaining the approval of shareholders; provided that any amendment to any provision of the Option Plan will be subject to any required regulatory approval, stock exchange rules and the provisions of applicable law, if any, that require the approval of shareholders. Notwithstanding the foregoing, the Company will be required to obtain the approval of disinterested Shareholders for any amendment related to:

(i) the issuance to any one individual within a 12-month period a number of Common Shares exceeding 1% of the issued and outstanding Common Shares; and (ii) reducing the Exercise Price for outstanding Options granted to an insider of the Company.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

As at the Latest Practicable Date, no Common Shares have been reserved for issuance under any equity compensation plans of the Company.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than disclosed herein, no individual who is, or at any time during the financial year ended December 31, 2025 was, a director or an executive officer, each proposed nominee for election as a director and each associate of the foregoing, has been, at any time, indebted to the Company or has indebtedness to another entity that is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

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

(a) a director or executive officer of the Company;

(b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company;

(c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company, or a combination of both, carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company, other than voting securities held by the person or company as underwriter in the course of a distribution; and

(d) the Company, if it has purchased, redeemed or otherwise acquired any of its own securities, for so long as it holds any of its securities.

Other than as disclosed herein, none of JXE's directors or executive officers, nor any person who beneficially owns directly or indirectly or exercises control or direction over securities carrying more than 10% of the voting rights attaching to the shares in the capital of the Company, nor any known associate or affiliate of these persons, had any material interest, direct or indirect in any transaction within the three years before the date hereof which has materially affected the Company, or in any proposed transaction which has materially affected or would materially affect the Company.

Mr. Liu and Jixing have provided shareholder loans from time to time to the Company. On December 23, 2019, Jixing advanced C$0.675 million to the Company which is non-interest bearing and had an initial term of two years. The loan has been amended to extend the term of the loan to December 23, 2026. On June 2, 2020, Mr. Liu advanced C$2.0 million to the Company which is non-interest bearing and had an initial term of two years. The loan has been amended to extend the term of the loan to June 2, 2026. On February 9, 2024, Jixing advanced C$0.087 million to the Company which is non-interest bearing and had an initial term of two years. During the year ended December 31, 2025, Jixing advanced C$1.78 million to the Company which is non-interest bearing and no fixed terms of repayment.

Mr. Liu is affiliated with Jixing Energy (Canada) Ltd. ("**Jixing**"), which is a party to the gas handling agreement with the Company dated May 9, 2019 (the "**Gas Handling Agreement**") and the compressor agreement with the Company dated November 1, 2019 (the "**Voyager Compressor Agreement**"). Upon Mr. Liu becoming a director and officer of the Company on December 18, 2019, both of the Gas Handling Agreement and the Voyager Compressor Agreement and the transactions contemplated thereunder constituted connected transactions of the Company under the Listing Rules. On January 22, 2026, the Company and Jixing have entered into Amendment to Gas Handling Agreement and Amendment to Voyager Compression Agreement (collectively the "**Amendments to Jixing GHCA**"). Under Amendment to Gas Handling Agreement, the gas handling charges originally shall accrue for the years 2026 and 2027 are then deferred to the years 2028 and 2029, respectively. Under Amendment to Voyager Compression Agreement, payment and expenses of the 2026 gas compression charges are deferred to the year 2028.

On October 31, 2025, the Company, Jixing and Yongtan Liu has entered into the loan capitalisation agreement (the "**Loan Capitalisation Agreement**"), pursuant to which the parties thereto have agreed that the (i) aggregated amount of C$3,838,150 due from the Company to Yongtan Liu and/or Jixing as at the date of the Loan Capitalisation Agreement will be settled in full; and (ii) C$7,494,290 out of the C$33,157,678 long-term payable by the Company to Jixing will be settled, through the allotment and issue of 210,000,000 new common shares at HK$0.30 per common share to Yongtan Liu.

Upon the completion of the allotment and issuance of common shares on March 2, 2026, in relation to the abovementioned Loan Capitalisation Agreement, the 2019 Shareholder Loan, 2020 Shareholder Loan and partial of the 2025 Shareholder Loan amounting to C$3,838,150 in aggregate has been settled in full by common shares. In the meantime, partial of the Jixing GHCA liability amounting to C$7,494,290 has been settled in full by common shares.

On March 27, 2023, the Company received a loan from Jixing (the "**Jixing Loan**") for USD$8.0 million (C$10.8 million). The Jixing Loan has a term of 48 months, and bears interest of 9.25% per annum. The Jixing Loan was part of the Company's term debt transaction with CIMC Leasing USA, Inc. In addition to the Jixing Loan, Mr. Liu has provided CIMC Leasing USA, Inc. with a personal guarantee encompassing the Jixing Loan and the Company's term debt. Mr. Liu does not receive any compensation for the guarantee.

AUDIT AND RISK COMMITTEE

The information required by Form 52-110F1 of National Instrument 52-110 *Audit Committees* of the Canadian Securities Administrators, including information regarding the fees billed to the Company by Moore CPA Limited, is contained in our annual information form for the year ended December 31, 2025, under Schedule "C" entitled "Audit and Risk Committee Charter and Audit and Risk Committee Disclosure", an electronic copy of which is available on our SEDAR+ profile at www.sedarplus.ca.

CORPORATE GOVERNANCE POLICIES

The Company and the Board recognize the importance of corporate governance to the effective management of the Company and to the protection of its stakeholders, particularly Shareholders. National Policy 58-201 *Corporate Governance Guidelines* provides non-prescriptive guidelines on corporate governance practices for reporting issuers. In addition, National Instrument 58-101 *Disclosure of Corporate Governance Practices* ("**NI 58-101**") prescribes certain disclosure by the Company of its corporate governance practices. This disclosure

is presented below. The Company's approach to significant issues of corporate governance is designed with a view to ensuring that the business and affairs of the Company are effectively managed so as to enhance shareholder value. The Board fulfills its mandate directly and through its committees at regularly scheduled meetings or as required. The directors are kept informed of the Company's operations at regular meetings and through reports and discussions with management on matters within their particular areas of expertise.

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

Board of Directors

Pursuant to NI 58-101, a director is independent if the director has no direct or indirect relationship with the issuer which could, in the view of the issuer's board of directors, be reasonably expected to interfere with the exercise of a member's independent judgment. Certain directors are deemed to have a material relationship with the issuer by virtue of their position or relationship with the Company. The Board is currently comprised of five members, three of whom the Board has determined are independent. Mr. Liu is not considered to be independent due to his positions as the Executive Chairman of the Company. Mr. Dai is not considered to be independent due to his position as the CEO of the Company.

The Company's independent non-executive directors regularly meet for a portion of each Board meeting without the participation of non-independent directors and management, and have met in such manner four times during the fiscal year ended December 31, 2025.

The Chairman of the Board is not independent. The Board nominates and/or appoints directors who have demonstrated leadership and integrity throughout their careers, and it provides a corporate environment for them to exhibit such leadership and integrity for the benefit of the Company. The independent directors are also able to meet at any time without members of management and non-independent directors being present.

The following table provides the attendance record of the Company's directors at Board meetings during the year ended December 31, 2025.

Director	Board Meetings Attended/Eligible to attend
Mr. Yongtan Liu	7 of 7
Mr. Zhanpeng Kong	7 of 7
Ms. Kit Man To	7 of 7
Ms. Jia Wei	7 of 7
Mr. Binyou Dai	7 of 7

Other Public Company Directorships

As at the Latest Practicable Date, none of the directors, or nominees for directorship, are directors of other reporting issuers in Canada.

As at the Latest Practicable Date, certain of the directors, or nominees for directorship, are directors of other reporting issuers on the Hong Kong Stock Exchange, as follows:

Director	**Other Hong Kong Stock Exchange Reporting Issuer**
Ms. Kit Man To	Shun Wo Group Holdings Limited (stock code: 1591)

Board Mandate

The Board, either directly or through its committees, is responsible for the supervision of management of the Company and the business and affairs of the Company with the objective of enhancing shareholder value.

Position Descriptions

The Board has developed written position descriptions for the Chairman of the Board, the Chief Executive Officer and the Corporate Secretary. Written position descriptions have not been specifically developed for the chair of each committee; however, each chair is responsible for guiding its committee pursuant to the procedures and guidelines set out in each committee charter.

Orientation and Continuing Education

The Nomination Committee is responsible for establishing an orientation and education program for directors in collaboration with the Joint Corporate Secretary. Orientation consists primarily of an overview of the role of the Board and its committees and a review of the nature and operation of business, policies and practices of the Company. Each new director will receive a comprehensive orientation and is provided with a board manual, which includes the various position descriptions, mandates and policies.

As part of continuing education, the Board receives management presentations with respect to the operations and risks of the business of the Company on a regular basis each year, with a more significant presentation provided in conjunction with the annual budgeting process and annual strategic planning meeting with all directors and officers in attendance. In addition, the opportunity is available for individual directors to identify their continuing education needs through a variety of means, including discussions with management and at Board and committee meetings. In this regard, the Corporate Secretary of the Company will assist the Nomination Committee with the promotion of training and educational opportunities for all directors.

Ethical Business Conduct

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

With an aim to facilitate the Company operating at all times within applicable laws and regulations, and to high ethical standards, the Board has adopted a Corporate Code of Conduct (the "**Code**") for its directors, officers and employees, which outlines the minimum standards of behavior required by all of them in conducting the business and affairs of the Company. Underlying the Code is the expectation that such individuals maintain and enhance the Company's standing as a vigorous and ethical member of the business community. Shareholders may request a copy of the Code from the Company by contacting the Company's Chief Executive Officer at Suite 900, 717 7th Avenue SW, Calgary, Alberta, T2P 0Z3.

Nomination of Directors

The Company has established a Nomination Committee responsible for identifying new and qualified candidates to join the Board, recommending nominees for election as directors, recommending appointments of directors to committees and assessing the performance of the Board and of individual directors. The Nomination Committee is asked to consider the competencies and skills that the Board considers to be necessary for the Board, as a whole, to possess, the competencies and skills that the Board considers to be necessary for each existing director to possess, and the competencies and skills each new nominee will bring to the Board. The Nomination Committee reviews the structure, size, composition and effectiveness of the Board at least annually and makes recommendations on any proposed changes to the Board to complement the Company's corporate strategy.

The Nomination Committee is comprised of three members of the Board, a majority of whom are independent. The Nomination Committee meets at least once annually. The fact that a majority of the members of the Nomination Committee are independent helps to ensure that the nomination process is objective. For example, the Nomination Committee intends to develop a skills matrix, outlining the various skills and areas of expertise which are determined to be essential to the Board, and will review it regularly and update it as necessary. This matrix will then be used in developing a new director profile as an objective basis in recruiting new members to the Board. Besides the desired knowledge, skills and experience, the Board considers qualities such as a high level of integrity and whether a new nominee can devote sufficient time, energy and resources to their duties as a director, and if he or she demonstrates excellent communication and persuasion skills to actively and constructively participate in Board discussions and debate. The Nomination Committee has the authority to hire outside consultants to assist in identifying and screening qualified candidates on an objective basis. The Nomination Committee has also developed a policy concerning diversity of the Board members (the "**Board Diversity Policy**"), which is disclosed in the corporate governance reports of the Company. The Nomination Committee is responsible for reviewing the Board Diversity Policy, as appropriate, ensuring the effectiveness of the Board Diversity Policy and discussing and recommending any revisions that may be required to the Board for consideration and approval.

The Nomination Committee is currently comprised of Mr. Yongtan Liu (Chairman), Ms. Jia Wei and Ms. Kit Man To.

Remuneration Committee

The Company has established a Remuneration Committee to advise the Board on the remuneration policy and structure for the directors and management. The Remuneration Committee is responsible for the establishment of a formal and transparent procedure for developing remuneration policy, reviewing and approving management's remuneration proposals with reference to the Board's corporate goals and objectives, and to making recommendations to the Board on the remuneration packages of its executive directors and management.

The Remuneration Committee is comprised of three members of the Board, a majority of whom are independent. The Remuneration Committee meets at least once annually.

The current members of the Remuneration Committee are Mr. Yongtan Liu, Ms. Jia Wei (Chairman), and Mr. Zhanpeng Kong.

Other Board Committees

The Company does not currently have any other committees of the Board, other than the Audit and Risk Committee, the Nomination Committee and the Remuneration Committee.

Assessments

The Company has a formal process in place for assessing the Board, its committees and individual Board members. As part of such process, the Board, through Nomination Committee, reviews on an annual basis the appropriate competencies and skills required of Directors in the context of the current Board and the objectives of the Company, and a report based on that evaluation process is delivered to the Shareholders by the Board Chair.

The Board, and each Committee will also review and assess the adequacy of its Charter on an annual basis, taking into account all legislative and regulatory requirements applicable to the Board and will implement any such changes as are required. The Board will conduct such review and assessment in such manner as it deems appropriate.

Term Limits

Our Board prefers its continual assessment of the effectiveness of the Board as the proper mechanism to ensure renewal as necessary as opposed to fixed term limits. While term limits ensure fresh viewpoints on the Board, they may cause the Company to lose the valuable contributions of those directors who best understand the business of the Company and the challenges it faces. The Nomination Committee considers both the term of service of individual directors, the average term of our board as a whole and turnover of directors over the prior three years when proposing nominees. The Nomination Committee considers the benefits of regular renewal in the context of the needs of our Board at the time and the benefits of the institutional knowledge of our Board members.

Representation of Women on the Board and in Executive Officer Positions

The Board Diversity Policy as adopted by the Board recognizes and embraces the benefits of having a diverse Board to enhance the quality of its performance. The main principle of the Board Diversity Policy as adopted by the Board is that Board appointments will be based on meritocracy, and candidates will be considered against selection criteria. The Board believes that considering a diverse group of individuals who have the skills, knowledge, experience and character required to provide leadership needed to achieve our business objectives is in the best interests of our company and all of our stakeholders. The Board recognizes the benefits of diversity within the Board and ensures diversity is a consideration in candidate identification. However, our Board will not compromise the principles of a meritocracy by imposing quotas or targets on the final candidate selection.

In addition, the Nomination Committee will ensure diversity within the shortlist of candidates under consideration when the Board is looking to add additional members or replace existing members to ensure that women candidates are being fairly considered relative to other candidates. Selection of candidates will be based on a range of diversity perspectives, which would include but not be limited to gender, age, cultural and educational background, professional experience, skills, knowledge and length of service. The Nomination Committee will also review the number of women actually appointed and serving on the Board to evaluate whether it is desirable to adopt additional requirements or policies with respect to the diversity of the Board. As of the Latest Practicable Date, two independent non-executive directors are women.

The Board has not imposed targets regarding the representation of women in executive officer positions of the Company. The Board believes that imposing targets regarding the representation of women in executive officer positions of the Company would compromise the principles of meritocracy. As of the Latest Practicable Date, one of the executive officers of the Company is a woman.

Procedure for Nomination of Directors

1. When there is a vacancy on the Board, the Nomination Committee evaluates the balance of skills, knowledge, experience and characteristics of the Board, and identifies any special requirements for the vacancy (e.g. independence status in the case of an independent non-executive director).

2. Prepare a description of the role and capabilities required for the particular vacancy.

3. Identify a list of candidates through personal contacts/recommendations by Board members, senior management, business partners or investors.

4. Arrange interview(s) with each candidate for the Nomination Committee to evaluate whether he or she meets the criteria adopted by the Nomination Committee for nomination of directors. One or more members of the Nomination Committee will attend the interview.

5. Conduct verification on information provided by the candidate.

6. Convene a Nomination Committee meeting to discuss and vote on which candidate(s) to nominate to the Board.

7. Make recommendations to the Board on the candidate(s) for directorship and/or for senior management.

8. Convene a Board meeting to discuss and vote on which candidate(s) to appoint to the Board.

Criteria for Nomination of Directors

1. Common criteria for all directors:

   (a) character and integrity;

   (b) the willingness to assume board fiduciary responsibility;

   (c) present needs of the Board for particular experience or expertise and whether the candidate would satisfy those needs;

   (d) relevant experience, including experience at the strategy/policy setting level, high level managerial experience in a complex organization, industry experience and familiarity with the products and processes used by the Company;

   (e) significant business or public experience relevant and beneficial to the Board and the Company;

   (f) breadth of knowledge about issues affecting the Company;

   (g) ability to objectively analyze complex business problems and exercise sound business judgement;

   (h) ability and willingness to contribute special competencies to Board activities; and

   (i) fit with the Company's culture.

2. Criteria applicable to non-executive directors/independent non-executive directors:

   (a) willingness and ability to make a sufficient time commitment to the affairs of the Company in order to effectively perform the duties of a director, including attendance at and active participation in Board and committee meetings;

   (b) accomplishments of the candidate in his/her field;

   (c) outstanding professional and personal reputation; and

   (d) the candidate's ability to meet the independence criteria for directors established in the Listing Rules.

In reviewing the structure of the Board, the Nomination Committee will consider the Board diversity from a number of aspects, including but not limited to cultural and educational background, professional experience, skills and knowledge. All Board appointments will be based on meritocracy, and candidates will be considered against criteria including talents, skills and experience as may be necessary for the operation of the Board as a whole, with a view to maintaining a sound balance of the Board's composition.

The Nomination Committee is of the view that the election of Ms. Kit Man To as an independent non-executive director strengthens the governance of the Board from compliance and financial reporting perspective as Ms. To has more than 20 years of experience in audit, accounting and finance with listed companies on the Hong Kong Stock Exchange listed companies.

The Nomination Committee is of the view that the election of Ms. Jia Wei as an independent non-executive director will strengthen the governance of the Board from a finance, banking and international exports perspective. Ms. Wei brings over 15 years of experience in corporate banking, internal audits, compliance and credit management. Since 2019, Ms. Wei has been conducting comprehensive research in the logistics, regulatory environment, and operational models related to the export of LNG from Canada to Asia.

The Nomination Committee is of the view that the election of Mr. Zhanpeng Kong an independent non-executive director will strengthen the governance of the Board from an operational and financial perspective, in particular international trade. Mr. Kong brings more than 15 years of experience, most recently as Chief Executive Officer of Global Bio-chem Technology Group Company Limited, a company whose shares are listed on the main board of the Hong Kong Stock Exchange (stock code: 809).

In view of the above, on March 26, 2026 (Calgary time), the Nomination Committee nominated Ms. Kit Man To, Ms. Jia Wei, and Mr. Zhanpeng Kong for the Board to recommend them to be elected by Shareholders at the Meeting.

The Board considers that each of the candidates for independent non-executive directors brings demonstrated industry experience across different aspects of the Company's business including operations, financial reporting and governance. The Company views all candidates as independent as they do not hold any common shares in the Company and prior to their appointment as non-executive directors, no candidate was employed by or consulted to the Company. Moreover, each of the candidates for independent non-executive directors has confirmed his independence pursuant to Rule 3.13 of the Listing Rules. The Board also considers that each candidate for independent non-executive directors meets the independence guidelines set out in Rule 3.13 of the Listing Rules and is independent in accordance with the terms of the guidelines.

MATTERS TO BE CONSIDERED

1. Financial Statements

The audited financial statements of the Company as at and for the year ended December 31, 2025 together with the report of the auditors thereon (the "**Financial Statements**") will be presented to Shareholders at the Meeting. Copies of the Financial Statements, together with the Management's Discussion and Analysis, are available for review on www.sedarplus.ca.

2. Fixing the Number of Directors and Election of Directors

The Articles of Incorporation of the Company provide for a minimum of one director and maximum of seven directors. The term of office of each of the present five directors expires at the Meeting. According to the requirements of the HKEX, the Company must appoint independent non-executive directors representing at least one-third of the Board. The Board presently consists of five directors, of which three are independent non-executive directors. Management is proposing to set the number of directors to be elected at the Meeting at five. **In the absence of contrary direction, the Management Designees intend to vote proxies in the accompanying form IN FAVOUR of the election of these nominees.** Management does not contemplate that any of these nominees will be unable to serve as a director; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, proxies held by the Management Designees will be voted for another nominee in their discretion unless the Shareholder has specified in his or her form of proxy that his or her Common Shares are to be withheld from voting in the election of directors. Each director elected at the Meeting will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated in accordance with the constating documents of the Company, or with the provisions of the *Business Corporations Act* (Alberta).

Effective January 17, 2017, the Company's board of directors implemented a majority voting policy that provides, in the event that a director candidate is elected but receives more votes withheld than cast in favour of the director at the meeting appointing directors, he or she is expected to forthwith submit a letter of resignation. The Board will refer the resignation to its Nomination Committee for consideration. The Nomination Committee will consider all factors deemed relevant by the members of the Nomination Committee, including, without limitation, the stated reason or reasons why Shareholders who cast "withhold" votes for the director did so, the qualifications of the director, including the impact the director's resignation would have on the Company, and whether the director's resignation from the Board would be in the best interests of the Company and the Shareholders. The Nomination Committee will then make a recommendation to the Board and the Board will make a final determination as to whether or not to accept the director's resignation. Within 90 days of receiving the final voting results, the Board will issue an announcement in relation to the resignation of the director or explain the reasons for its decision not to accept the resignation, as the case may be.

The following table sets out the names of the nominees for election as directors, the jurisdictions in which each is ordinarily resident, all offices of the Company now held by each of them, their present principal occupation or employment, the period of time for which each has been a director of the Company, and the number of Common Shares of the Company beneficially owned by each, directly or indirectly, or over which control or direction is exercised, as at the Record Date.

Name, Present Office and Province and Country of Residence	**Present Principal Occupation or Employment**	**Date First Appointed as Director**	**No. of Common Shares Owned, Beneficially Controlled or Held**[4]
Yongtan Liu [1][2] *Executive Director, and Chairman of the Board* *Changchun, Jilin, China*	Mr. Liu, aged 70, is the executive director, the Chairman of the Board, the Chairman of the Nomination Committee and a member of the Remuneration Committee of the Board. Mr. Liu was appointed to the Board on December 18, 2019, and appointed as the Interim Chief Executive Officer on February 14, 2024. He resigned as the Interim Chief Executive Officer on October 24, 2025. Mr. Liu is currently the chairman of Changchun City Jixing Gas Service for Auto Co., Ltd ("**CCJGSA**") in the PRC. Mr. Liu has more than 20 years of experience in the energy industry, and extensive experience in corporate development, Corporate management, financial investment and project development. Mr. Liu established CCJGSA in 2002, aiming to build a new energy enterprise and maximize customers' values through the development of green energy. Under the leadership of Mr. Liu, through a well-executed growth strategy and operation management, CCJGSA achieved rapid growth within the energy industry, particularly in the field of natural gas transportation pipeline, natural gas processing plants, natural gas compression and gas stations. Presently, CCJGSA is a sizeable natural gas service enterprise within the PRC.	December 18, 2019	210,000,000 23,600,000 181,194,306[5]

Name, Present Office and Province and Country of Residence	Present Principal Occupation or Employment	Date First Appointed as Director	No. of Common Shares Owned, Beneficially Controlled or Held[4]
Binyou Dai *Executive Director and Chief Executive Officer* *Calgary, Alberta, Canada*	Mr. Dai, aged 56, joined the Company in June 2009. He was appointed as Vice President, Engineering on March 31, 2014, Chief Operating Officer on May 1, 2020, an Executive Director of the Company on February 14, 2024, and was subsequently appointed as the Chief Executive Officer on October 31, 2025. Mr. Dai has over 33 years of experience in the natural gas and oil industry and has been involved in the natural gas and oil engineering and facilities development of the Company. Prior to joining the Company, Mr. Dai worked as a mechanical engineer for Wood Group Mustang, an engineering, procurement and construction management company, and was involved in the engineering and design of oil and gas projects in Canada, from May 2005 to May 2009. Mr. Dai has worked at CNPC since 1992 and was a Senior Engineer since December 2003 to February 2005. Mr. Dai has been involved in the development and upgrading of oil and gas facilities from engineering, construction to commissioning and start-up, project management in various projects in Sudan, Kuwait and China during his time at CNPC. Mr. Dai obtained his Bachelor of Engineering degree in Petroleum Engineering from Daqing Petroleum Institute (大慶石油學院) (now known as Northeast Petroleum University (東北石油大學)) in July 1992 and his Masters of Engineering degree at the University of Calgary in November 2008. Mr. Dai has been a Professional Engineer of APEGA since March 2009, a Professional Engineer of the Association of Professional Engineers and Geoscientists of British Columbia since April 2009 and a Professional Engineer of the Association of Professional Engineers and Geoscientists of Saskatchewan since May 2009.	February 14, 2024	440,000

Name, Present Office and Province and Country of Residence	Present Principal Occupation or Employment	Date First Appointed as Director	No. of Common Shares Owned, Beneficially Controlled or Held[4]
Kit Man To [1][3] *Independent Non-Executive Director* *Hong Kong, China*	Ms. To, aged 56, an independent non-executive Director, Chairman of the audit and risk committee and member of the nomination committee of the Board. Ms. To is an executive director (appointed on 3 December 2024), named company secretary and authorized representative of Shun Wo Group Holdings Limited ("**Shun Wo Group**"), a company whose shares are listed on the Main Board of the Stock Exchange (stock code: 1591), since 30 November 2022. In her current role, she is responsible for managing all aspects of corporate governance and ensuring compliance with legal and regulatory requirements and manages Shun Wo Group's accounting, treasury and tax functions. Previously, she has held various audit, accounting and finance positions with over 20 years of experience in listed companies in the hospitality and property development industries. From December 2019 to January 2021, Ms. To served as the audit principal of Tyrone Chiu C.P.A. Limited. From September 2005 to November 2019, she worked as an assistant financial controller of Rosedale Group Management Limited, a subsidiary of Rosedale Hotel Holdings Limited (currently known as Greater Bay Area Dynamic Growth Holding Limited) (Stock code: 1189), the shares of which are listed on the Main Board of the Stock Exchange. Ms. To holds a Master's Degree of Finance from Curtin University, Australia. She is a member of The Hong Kong Institute of Certified Public Accountants and a fellow member of Association of Chartered Certified Accountants.	December 24, 2024	Nil

Name, Present Office and Province and Country of Residence	Present Principal Occupation or Employment	Date First Appointed as Director	No. of Common Shares Owned, Beneficially Controlled or Held[4]
Zhanpeng Kong [2][3] *Independent Non-Executive Director* *Hong Kong, China*	Mr. Kong, aged 62, is an independent non-Executive Director and member of the Audit and Risk Committee and Remuneration Committee of the Board. Mr. Kong has extensive experience in corporate management and business development. Since October 2023, he has been serving as the co-chairman of Global Corn Group Limited, a company whose shares are listed on the Main Board of The Stock Exchange of Hong Kong (stock code: 3889), which is principally engaged in corn processing and the production and sale of corn-based products. Since 2021, Mr. Kong has been a shareholder and director of Sharp Hover Group Limited, where he is responsible for overseeing investment and business development. The company is principally engaged in property investment and commodity supply chain trading and financing in Mainland China. Previously, Mr. Kong served as the chief executive officer of Global Bio-chem Technology Group Company Limited, a company whose shares are listed on the Main Board of The Stock Exchange of Hong Kong (stock code: 809), from October 2015 to October 2018. He also served as the chairman and an executive director of Global Sweeteners Holdings Limited, a company whose shares are listed on the Main Board of The Stock Exchange of Hong Kong (stock code: 3889), from September 2007 to December 2018, and as its chief executive officer from May 2014 to October 2015. Mr. Kong graduated from the China Textile University (中國紡織大學) (currently known as Donghua University) with a bachelor's degree in textile engineering in July 1985 and a diploma in international trade from the China Textile University in July 1986.	August 1, 2023	Nil

Name, Present Office and Province and Country of Residence	Present Principal Occupation or Employment	Date First Appointed as Director	No. of Common Shares Owned, Beneficially Controlled or Held[4]
Jia Wei [1][2][3] *Independent Non-Executive Director* *Vancouver, Canada*	Ms. Wei, aged 54, is an independent non-Executive Director and member of the Audit and Risk and Nomination Committees, and Chairman of the Remuneration Committee of the Board. Ms. Wei is an accomplished finance and banking professional with over 15 years of experience in corporate banking, internal audits, compliance, and credit management. Since 2019, Ms. Wei has been conducting comprehensive research on the logistics, regulatory environment, and operational models related to the export of LNG from Canada to Asia. From 2012 to 2018 she worked as an international trade professional specializing in facilitating international trade between Canada and China, focusing on agricultural commodities developing an understanding of global supply chains and trade regulations that are transferrable to the energy sector. Prior to immigrating to Canada in 2011, Ms. Wei worked in China as the internal audit officer from 2002 to 2011 and corporate banking officer from 1998 to 2002 for CITIC Bank, and as branch director for Fushun Commercial Bank from 1993 to 1998. Ms. Wei graduated in 1993 from the Shenyang University of Technology with a Bachelor's Degree in Industrial Financial Accounting.	December 24, 2024	Nil

Notes:

(1) Member of the Nomination Committee. Mr. Yongtan Liu is the chairman of the Nomination Committee.

(2) Member of the Remuneration Committee. Ms. Jia Wei is the chairman of the Remuneration Committee.

(3) Member of the Audit and Risk Committee. Ms. Kit Man To is the chairman of the Audit and Risk Committee.

(4) Includes only issued Common Shares and excludes stock options.

(5) Mr. Liu beneficially holds 210,000,000 Common Shares and he is the controlling shareholder of Jixing Gas Holding Limited, which holds 23,600,000 Common Shares. Mr. Liu also holds an indirect interest in 181,194,306 Common Shares of the Company as security interests.

Except as disclosed herein, no proposed director of the Company was a director of any listed companies the securities of which are listed on any securities market in Hong Kong or overseas in the last three years preceding the Latest Practicable Date.

Except as disclosed herein, no proposed director of the Company has any interests in the Common Shares within the meaning of Part XV of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) as at the Latest Practicable Date.

Except as disclosed herein, no proposed director of the Company at the Latest Practicable Date has any relationships with any other directors, senior management or substantial or controlling shareholders of the Company.

Save as otherwise disclosed herein, there is no other information required to be disclosed under Rule 13.51(2) of the Listing Rules.

Cease Trade Orders or Bankruptcies

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

1. is, as at the date hereof, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Company) that,

    a. while that person was acting in that capacity, was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation (collectively, an "**Order**"), for a period of more than 30 consecutive days; or

    b. was subject to an Order that was issued, after the director, executive officer or chief financial officer ceased to be a director, chief executive officer or chief financial officer, in the company being the subject of such Order, that resulted from an event that occurred while that person was acting as director, chief executive officer or chief financial officer of that company;

2. has, within the 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director;

3. is, as at the date hereof, or has been within 10 years before the date hereof, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

4. has been subject to:

    a. any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority; or

    b. any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

3. Appointment of Auditors

The shareholders of the Company will be asked to vote for the appointment of Moore CPA Limited as auditors of the Company for the ensuing year and authorize the directors to set the auditors' remuneration based on the actual workload of Moore CPA Limited. The expected audit fee will fall within the range of CAD 245,000 to CAD255,000, which is estimated based on the complexity of the Company's business and its business plan, the expected scope of audit, audit timetable and estimated audit resources. **Unless such authority is withheld, the Management Designees, if named as proxy, intend to vote the Common Shares represented by any such proxy IN FAVOUR of a resolution appointing Moore CPA Limited as auditors for the Company for the ensuing year, to hold office until the close of the next annual general meeting of shareholders, or until Moore CPA Limited is removed from office or resigns, and to authorize the directors to set the remuneration for the auditors.**

4. General Mandate to Issue Common Shares

At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution granting the Board a general and unconditional mandate to allot, issue or otherwise deal with the Common Shares allotted or agreed to be allotted and/or sell or transfer treasury shares (as defined in the Listing Rules and as amended from time to time) of the Company (the "**Treasury Shares**") not exceeding twenty percent (20%) of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date the resolution is passed until the next annual general meeting of the Shareholders (the "**Issuing Mandate**"). The purpose of the proposed Issuing Mandate is to increase the flexibility of the Company to raise new capital as and when the Board determines appropriate. As at the Latest Practicable Date, the Company had 869,292,597 Common Shares issued and outstanding. Subject to the passing of the proposed resolution for the approval of the Issuing Mandate and in accordance with its terms, the Company will be allowed to allot, issue and deal with up to a maximum of 173,858,519 Common Shares on the basis that no further Common Shares will be issued by the Company prior to the Meeting.

At the Meeting, the Shareholders will be asked to pass the following ordinary resolution:

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

(i) subject to paragraph (iii) of this resolution, the exercise by the board of directors (the "**Board**") of JX Energy Ltd. (the "**Company**") during the Relevant Period (as hereinafter defined) to allot, issue and otherwise deal with additional shares in the share capital of the Company or securities convertible into such shares or options, warrants, or similar rights to subscribe for any such shares or such convertible securities, to sell or transfer treasury shares (as defined in the Listing Rules and as amended from time to time) of the Company (the "**Treasury Shares**") and to make or grant offers, agreements and options which would or might require the exercise of such powers, subject to and in accordance with all applicable laws be and is hereby generally and unconditionally approved;

(ii) the approval of paragraph (i) of this resolution shall authorize the Board during the Relevant Period to cause the Company to make or grant offers, agreements and options which would or might require the exercise of such powers at any time during or after the end of the Relevant Period;

(iii) the aggregate share capital of the Company which may be allotted or agreed to be allotted, conditionally or unconditionally, (whether pursuant to an option or otherwise), issued or otherwise dealt with by the Board and Treasury Shares which may be sold or transferred pursuant to the approval in paragraph (i) of this resolution, otherwise than pursuant to (a) a Rights Issue (as hereinafter defined), or (b) the exercise of the subscription or conversion rights attaching to any warrants which may be issued by the Company which are convertible into common shares of the Company from time to time, or (c) the exercise of options granted under the stock option plan of the Company or similar arrangements, including without limitation any director share compensation arrangement, from the time being adopted for the grant or issue to directors, officers and/or employees of the Company and/or any of its subsidiaries of common shares or rights to acquire common shares of the Company, or (d) any scrip dividend or any similar arrangement for issues of shares in lieu of the whole or part of a dividend on shares in accordance with the Articles of Incorporation of the Company in force from time to time, shall not exceed twenty percent (20%) of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date of passing of this resolution;

(iv) for the purpose of this resolution:

"**Relevant Period**" means the period from the time of the passing of this resolution until whichever is the earliest of:

a. the conclusion of the next annual general meeting of the Company;

b. the expiration of the period within which the next annual general meeting of the Company is required to be held under any applicable laws or under the By-Laws; and

c. the time of the passing of an ordinary resolution of the Company in a general meeting revoking or varying the authority set out in this resolution.

"**Rights Issue**" means an offer of shares open for a period fixed by the Board to holders of shares whose names appear on the register of members of the Company on a fixed record date in proportion to their then holdings of such shares (subject to such exclusions or other arrangements as the Board may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognized regulatory body or any stock exchange in, any territory applicable to the Company); and

(v) the directors and officers of the Company are hereby authorized to do all things necessary in order to give effect to the foregoing resolution."

Unless directed otherwise, the management nominees named in the accompanying Instrument of Proxy intend to vote IN FAVOUR of the resolution approving the Issuing Mandate.

5. Repurchase of Common Shares

At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution granting the Board a general and unconditional mandate to exercise all the power of the Company to repurchase Common Shares not exceeding ten percent (10%) of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date the resolution is passed until the next annual general meeting of the Shareholders (the "**Share Repurchase Mandate**").

An explanatory statement as required by the Listing Rules, providing the requisite information regarding the grant of the Share Repurchase Mandate reasonably necessary to enable the Shareholders to make an informed decision on whether to vote for or against the resolution relating to the Share Repurchase Mandate at the Meeting is set forth in Schedule "C" to this Circular.

At the Meeting, the Shareholders will be asked to pass the following ordinary resolution:

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

(i) subject to paragraph (ii) of this resolution, the exercise by the board of directors (the "**Board**") of JX Energy Ltd. (the "**Company**") during the Relevant Period (as hereinafter defined) of all the powers of the company to repurchase securities of the Company on the Stock Exchange of Hong Kong Limited ("**HKEX**") or on any other stock exchange on which the securities of the Company may be listed which is recognized by the Securities and Futures Commission of Hong Kong and the HKEX for this purpose (the "**Recognized Stock Exchange**"), subject to and in accordance with all applicable laws and the requirement of the HKEX or any other Recognized Stock Exchange, as amended from time to time, be and is hereby generally and unconditionally approved;

(ii) the aggregate number of shares of the Company authorized to be repurchased by the Company pursuant to the approval in paragraph (i) of this Resolution during the Relevant Period shall not exceed 10% of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date of the passing of this resolution and the said approval shall be limited accordingly;

(iii) for the purpose of this resolution:

"**Relevant Period**" means the period from the time of the passing of this resolution until whichever is the earliest of:

a. the conclusion of the next annual general meeting of the Company;

b. the expiration of the period within which the next annual general meeting of the Company is required to be held under any applicable laws or under the By-Laws; and

c. the time of the passing of an ordinary resolution of the Company in a general meeting revoking or varying the authority set out in this resolution; and

(iv) the directors and officers of the Company are hereby authorized to do all things necessary in order to give effect to the foregoing resolution."

Unless directed otherwise, the management nominees named in the accompanying Instrument of Proxy intend to vote IN FAVOUR of the resolution approving the Share Repurchase Mandate.

6. Extension of the Issuing Mandate

At the Meeting, the Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution granting the Board a general and unconditional mandate to extend the Issuing Mandate by the aggregate number of Common Shares repurchased by the Company pursuant to the exercise of the Share Repurchase Mandate and the number of Treasury Shares which may be sold or transferred under the Issuing Mandate (up to a maximum number equivalent to 10% of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date of the resolution granting the Share Repurchase Mandate).

At the Meeting, the Shareholders will be asked to pass the following ordinary resolution:

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

(i) conditional upon the passing of the resolutions numbered 4 and 5 above in granting the Issuing Mandate and the Share Repurchase Mandate, the Issuing Mandate be and is hereby extended by the aggregate number of Common Shares repurchased by the Company pursuant to the exercise of the Share Repurchase Mandate in the resolution numbered 5 above and the number of Treasury Shares which may be sold or transferred under the Issuing Mandate provided that such extended amount shall not exceed 10% of the aggregate issued and outstanding share capital of the Company (excluding Treasury Shares) as at the date of passing this resolution; and

(ii) the directors and officers of the Company are hereby authorized to do all things necessary in order to give effect to the foregoing resolution."

Unless directed otherwise, the management nominees named in the accompanying Instrument of Proxy intend to vote IN FAVOUR of the resolution approving the extension of the Issuing Mandate.

7. Other Matters

Management of the Company is not aware of any other matters to come before the Meeting other than as referred to in the notice of the Meeting. Should any other matters properly come before the Meeting, the Common Shares represented by proxies solicited hereby will be voted on such matters in accordance with the best judgment of the person voting such proxy.

The Circular is in English and Chinese. In case of any inconsistency, the English version shall prevail.

Recommendations

The directors of the Company consider that the (i) election of directors for the ensuing year; (ii) the re-appointment of auditors; (iii) the general mandate to issue Common Shares and/or sell or transfer Treasury Shares; (iv) the repurchase mandate of Common Shares; and (v) the extension of the Issuing Mandate are in the best interests of the Company and its Shareholders as a whole. Accordingly, the directors recommend that Shareholders vote in favour of all resolutions to be proposed at the Meeting.

Additional Information

Additional information relating to the Company may be found under the profile of the Company on SEDAR+ at www.sedarplus.ca. Additional financial information is provided in the Company's audited financial statements and related management's discussion and analysis for the financial year ended December 31, 2025, which can be found under the profile of the Company on SEDAR+. Shareholders may also request these documents from the Company by contacting the Company's Chief Executive Officer at Suite 900, 717 7th Avenue SW, Calgary, Alberta, T2P 0Z3.

Documents affecting the rights of security holders, along with other information relating to the Company, can be found on the Company's website at www.jxenergy.ca.

Board of Directors Approval

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

BY ORDER OF THE BOARD

Signed: *"Yongtan Liu"*

Yongtan Liu
Chairman of the Board

Calgary, Alberta
Canada

May 22, 2026

SCHEDULE "A"

JX ENERGY LTD.
(the "Company")

PHANTOM UNIT PLAN

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**: For purposes of the Plan, unless the context requires otherwise, the following words and terms shall have the following meanings:

(a) "**Account**" has the meaning attributed to that term in section 2.5 hereof;

(b) "**Administrator**" means the Board or such other person(s) as may be designated by the Board from time to time;

(c) "**Affiliate**" means any related or associated corporation, or any corporation that is a member of a group of corporations that do not deal at arm's length, notwithstanding that they may not be related or associated for purposes of the Tax Act. For purposes of this definition, the terms "related", "associated" and "arm's length" have the meanings ascribed to such terms pursuant to the Tax Act;

(d) "**Board**" means the board of directors of the Company from time to time;

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

(i) the acceptance of an Offer by a sufficient number of holders of voting shares in the capital of the Company to constitute the offeror, together with persons acting jointly or in concert with the offeror, a shareholder of the Company being entitled to exercise 30% or more (or such other amount as may from time to time be specified in the Hong Kong Code on Takeovers and Mergers as being the level for triggering a mandatory general offer) of the voting rights attaching to the outstanding voting shares in the capital of the Company (provided that prior to the Offer, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the Company),

(ii) the completion of a consolidation, merger or amalgamation of the Company with or into any other corporation whereby the voting shareholders of the Company, immediately prior to the consolidation, merger or amalgamation, receive less than 70% of the voting rights attaching to the outstanding voting shares of the consolidated, merged or amalgamated corporation, or

(iii) the completion of a sale whereby all or substantially all of the Company's undertakings and assets become the property of any other entity and the voting shareholders of the Company, immediately prior to that sale, hold less than 70% of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale;

(f) "**Common Shares**" means the common shares of the Company;

(g) "**Company**" means JX Energy Ltd. and the successors thereof;

(h) "**Designated Percentage**" means that percentage of a Participant's Fees which the Administrator has determined the Eligible Directors shall receive in the form of Phantom Units pursuant to section 2.3 hereof, and for greater certainty shall mean 60% for the Fee Period ending December 31, 2016;

(i) "**Effective Date**" means March 10, 2017;

(j) "**Eligible Director**" means a member of the Board who is not a salaried officer or an employee of the Company or a related corporation, but shall not include any public in Hong Kong;

(k) "**Fair Market Value of a Common Share**" means, on any specific day, as applicable: (i) the weighted average trading price of the Common Shares on any exchange where the Common Shares are listed (including the Main Board operated by The Stock Exchange of Hong Kong Limited) for the last five trading days prior to such day; or (ii) on a day during any period when the Common Shares are not listed on an exchange: (A) the weighted average trading price of the Common Shares on an over-the-counter market for the last five trading days prior to such day on which at least one board lot of the Common Shares was traded, or (B) the value attributed to the Common Shares on such day by the Board, in its sole discretion;

(l) "**Fee Period**" means each twelve-month period commencing on January 1 and ending on December 31 and, for greater certainty, the first Fee Period for the Plan shall commence on the date on which the Common Shares commence trading on the Main Board operated by The Stock Exchange of Hong Kong Limited and shall end on December 31 of that calendar year;

(m) "**Fees**" means the fees payable to Participants by the Company for their participation on the Board and on committees of the Board, including all annual retainer fees (including annual fees on a prorated basis) and fees for serving as the Chair of the Board and/or as a chair of a committee of the Board, but for greater certainty, excluding any reimbursement of expenses paid to Participants by the Company;

(n) "**Inside Information**" means specific information that: (i) is about the Company, a shareholder or officer of the Company or the listed securities of the Company, and (b) is not generally known to the persons who are accustomed or would be likely to deal in the listed securities of the Company but would if generally known to them be likely to materially affect the price of the listed securities as ascribed to it pursuant to Section 307A(1) of Part XIVA of the Securities and Futures Ordinances (Chapter 571 of the Laws of Hong Kong);

(o) "**Offer**" means a bona fide arm's length offer made to all holders of voting shares in the capital of the Company to purchase, directly or indirectly, voting shares in the capital of the Company;

(p) "**Participant**" means each Eligible Director that participates in the Plan in accordance with section 2.3 hereof;

(q) "**Phantom Unit**" means a bookkeeping entry on the books of the Company whereby a notional unit equivalent in value to one Common Share, solely for the purposes of the Plan, is credited to a Participant's Account on a deferred basis in accordance with section 2.3 hereof;

(r) "**Plan**" means this phantom unit plan, as amended, replaced or restated from time to time;

(s) "**Redemption Amount**" has the meaning attributed to that term in section 2.7(b) hereof;

(t) "**Redemption Date**" has the meaning attributed to that term in section 2.7(a) hereof;

(u) "**Securities Laws**" means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time applicable to the Company;

(v) "**Tax Act**" means the *Income Tax Act* (Canada), as amended, including the regulations promulgated thereunder;

(w) "**Termination Date**" means, in respect of a Participant, the date of the Participant's Termination of Service;

(x) "**Termination of Service**" means the event causing a Participant to cease to be a member of the Board by way of retirement, non-re-election as a director, resignation or death; and

(y) "**Unit Allotment Date**" means the date on which Phantom Units are to be allotted to a Participant, on a quarterly basis during a Fee Period, normally being the first day of January, April, July and October.

1.2 **Headings**: The headings of all articles, sections, and paragraphs in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.

1.3 **Context, Construction**: Whenever the singular or masculine are used in the Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.

1.4 **References to this Plan**: The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to the Plan as a whole and not to any particular article, section, paragraph or other part hereof.

1.5 **Fractions**: All calculations required to be made for the purposes of the Plan shall be made with fractions computed to two decimal places. Credits and debits of the issuance and redemption of fractional Phantom Units shall be made to Participants' Accounts.

2. DEFERRED PHANTOM UNIT PLAN

2.1 **Purpose of the Plan:** The purpose of this Plan is to provide non-executive members of the Board with compensation opportunities which:

(a) are compatible with shareholder interests;

(b) will encourage a sense of ownership; and

(c) will enhance the Company's ability to retain key personnel and reward significant performance achievements.

2.2 **The Plan and Participation:** The Plan is hereby established for Eligible Directors. Each Eligible Director shall participate in the Plan. Subject to the provisions of the Plan and any relevant resolutions of the Board, the Board, or the remuneration committee (the "**Committee**"), if established by the Board, shall, in its sole discretion, determine or designate a method to determine, which members of the Board, if any, shall be eligible in any particular fiscal year to participate in the Plan and the terms and conditions of the awards. The judgment of the Board or the Committee, as the case may be, in the designation of Eligible Directors and their eligibility to participate in the Plan, shall be final and conclusive.

2.3 **Receipt of Future Fees in the Form of Phantom Units:**

(a) The Company shall provide each Eligible Director with a participation form, in the form attached hereto as Schedule "A" (the "**Participation Form**") prior to the commencement of each Fee Period. Each Eligible Director shall agree in writing to receive the Designated Percentage of Fees relating to future services as a Director in the form of Phantom Units under the Plan.

(b) The Company shall provide each newly appointed Eligible Director with a Participation Form, so that each such Eligible Director who will receive the Designated Percentage of Fees in the form of Phantom Units for the remainder of the then current Fee Period may do so. A newly appointed Eligible Director agreeing to receive a Designated Percentage of Fees in the form of Phantom Units under the Plan shall deliver to the Company a completed Participation Form no later than 30 days following the date of his or her appointment to the Board. The participation in the Plan by such newly appointed Eligible Director shall be effective from the first business day following the date of the Company's receipt of the Participation Form until the final day of the relevant Fee Period.

(c) In each case, the participation of an Eligible Director, once it becomes effective, shall be irrevocable in respect of that Fee Period and no modifications to such participation shall be permitted. The participation of such Eligible Director in the Plan shall apply only to the Participant's Fees earned after the Participation Form is received by the Company and, except for newly elected Eligible Directors, shall only be effective if such Participation Form is received by the Company prior to December 31 of the year ending prior to the commencement of the Fee Period in respect of which such Participation Form becomes effective.

(d) Delivery of the Participation Form shall constitute acceptance by the Eligible Director of all terms and conditions of the Plan.

(e) If no Participation Form is received by the Company from an Eligible Director in accordance with sections 2.3(a), (b) and (c) hereof in respect of a Fee Period, all of such Eligible Director's Fees for that Fee Period will be paid in cash, net of the applicable deductions and withholdings, to that Eligible Director.

(f) Subject to the Company having received the Participation Form from the Participant for the applicable Fee Period as set out in section 2.3 hereof, on each Unit Allotment Date in respect of the Participant, a number of Phantom Units (including fractional Phantom Units calculated to two decimal points) determined by dividing (i) an amount equal to the Designated Percentage of the Fees to have credited in Phantom Units on that Unit Allotment Date, by (ii) the Fair Market Value of a Common Share on that Unit Allotment Date, shall be credited to the Participant's Account.

2.4 **Limitations**: Notwithstanding any other provisions hereof:

(a) all amounts that may be received under the Plan by a Participant (or his or her legal representative) shall be received after the Termination Date for the Participant, and no later than the end of the first calendar year commencing after the Termination Date;

(b) the aggregate of all amounts, each of which may be received by each Participant under the Plan, depends on the Fair Market Value of the Common Shares, the number of which are equivalent to the number of Phantom Units recorded in each Participant's Account, within the period that commences one year before the Termination Date and ends at the time such amounts are received; and

(c) if an Eligible Director becomes a salaried officer or an employee of the Company or a related Company, he or she shall be suspended from further participation in the Plan and shall not be entitled to redeem any Phantom Units until the date which is 10 days following the release of the Company's quarterly, half-yearly or annual financial results immediately following the Termination Date, being the later of: (i) his or her cessation of employment with the Company or its related corporation and (ii) his or her Termination of Service and that all such redemptions must occur by December 1 of the first calendar year commencing after the applicable Termination Date.

2.5 **Accounts:** A separate notional account shall be maintained for each Participant (an "**Account**"). Each Account will be credited with Phantom Units issued to the Participant from time to time pursuant to section 2.3 hereof by way of a bookkeeping entry in the books of the Company. The Phantom Units credited to the Participant's Account will be cancelled as of the applicable Redemption Date and following redemption of all Phantom Units credited to the Participant's Account, such Participant's Account will be closed.

2.6 **Adjustments:** Appropriate adjustments with respect to the number of Phantom Units recorded in each Participant's Account may be made by the Administrator in its sole discretion to give effect to any change in the number of Common Shares resulting from rights offerings or subdivisions, consolidations or reclassifications of the Common Shares, the payment of cash or stock dividends by the Company or other relevant changes in the capital stock of the Company.

2.7 **Redemption of Phantom Units:**

(a) Subject to section 2.4 and to compliance with all applicable Securities Laws, as at the Termination Date in respect of a Participant, the Participant (or, in the case of death of the Participant, the Participant's legal representative) will be entitled, by giving written notice to the Company, to redeem, on one or more dates specified by the Participant (or the Participant's legal representative, as the case may be) occurring on or after the date of such notice, which date(s) shall not, in any event, be:

(i) at any time when he possesses Inside Information in relation to the Common Shares;

(ii) on any day on which the Company's quarterly, half-yearly or annual financial results are published;

(iii) during the period of 60 days immediately preceding the publication date of the annual financial results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results;

(iv) during the period of 30 days immediately preceding the publication date of the quarterly or half-yearly financial results, or if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results; and

(v) prior to the 10th trading day following the release of the Company's quarterly, half-yearly or annual financial results immediately following the Participant's Termination Date,

and shall not be later than December 1 of the first calendar year commencing after such Termination Date (each such date a "**Redemption Date**"), all or a portion of the Phantom Units recorded in the Participant's Account on the Redemption Date. As an example only, if the Termination Date of a Participant occurred in May 2017, a Participant would have until December 1, 2018 to redeem all Phantom Units recorded in such Participant's Account. If the Participant (or the Participant's legal representative, as the case may be) fails to provide written notice to the Company in respect of the redemption of all or any portion of the Phantom Units credited to such Participant's Account, the Participant (or the Participant's legal representative, as the case may

be) will be deemed to have elected to redeem all Phantom Units recorded in such Participant's Account on the Redemption Date that is December 1 of the calendar year commencing after the Termination Date in respect of the Participant.

(b) Upon any redemption of Phantom Units pursuant to section 2.7(a), the Participant (or the Participant's legal representative, as the case may be) shall be entitled on the applicable Redemption Date to receive an amount (the "**Redemption Amount**") equal to the number of Phantom Units to be redeemed on such Redemption Date multiplied by the Fair Market Value of a Common Share on such Redemption Date, net of any applicable deductions and withholdings. The method of payment to the Participant (or the Participant's legal representative, as the case may be) of the Redemption Amount will be determined by the Company, in its absolute discretion, and will be in the form of a lump sum cash payment of the Redemption Amount made by the Company within 15 days of the Redemption Date.

(c) Upon the Company making payment to a Participant (or the Participant's legal representative, as the case may be) pursuant to section 2.7(b), the Phantom Units upon which such payment was based shall be cancelled and no further payments shall be made from the Plan in relation to such Phantom Units and, upon the Company making payment in respect of the last applicable Redemption Date, the Participant's (or the Participant's legal representative's, as the case may be) participation in the Plan will be terminated.

(d) Following a Participant's Termination of Service as a result of the death of a Participant, the legal representative of such Participant will be entitled to redeem the Phantom Units credited to the Participant's Account in the manner as set out in this section 2.7.

2.8 **Taxes and Source Deductions:** The Company or any Affiliate may take such reasonable steps for the withholding of any taxes or other required source deductions which the Company or any Affiliate is required by any law or regulation of any governmental authority whatsoever to withhold in connection with any Phantom Unit or any payment relating thereto.

2.9 **Change of Control:** Notwithstanding any other provisions of the Plan, if a Change of Control occurs on a day other than a Unit Allotment Date, then for any Phantom Units to be allocated to an Eligible Director pursuant to section 2.3 hereof on a future Unit Allotment Date after the Change of Control, the Unit Allotment Date for purposes of section 2.3 shall be deemed to be the effective date of the Change of Control and such Phantom Units shall be credited to such Participant's Account on such date.

2.10 **Consequences of Termination of the Plan:** The Plan may be terminated pursuant to and in accordance with section 3.3 hereof. If the Administrator terminates the Plan, no additional Phantom Units will be credited to the Accounts of Participants following such termination as set out in sections 2.3(f) and 2.5 hereof.

2.11 **Record Keeping:** The Company (or the Administrator, at the direction of the Board) shall maintain records in which shall be recorded:

(a) the name and address of each Participant;

(b) for each Participant, the Designated Percentage in respect of each Fee Period;

(c) in respect of each Unit Allotment Date, for each Participant, the total amount of the Fees owed to the Participant, the amount of the Fees that the Participant has designated to be payable in the form of Phantom Units to his or her Account, the Fair Market Value of a Common Share and the number of Phantom Units credited to the Participant's Account;

(d) in respect of each Unit Allotment Date, for each Participant, the number of Phantom Units credited to the Participant's Account;

(e) in respect of each Redemption Date, for each Participant, the number of Phantom Units redeemed in the Participant's Account, the Fair Market Value of a Common Share and the Redemption Amount paid to the Participant (or, if the Participant has died, to his or her legal representative) by way of a lump sum cash payment;

(f) the ongoing balance of Phantom Units recorded in each Participant's Account;

(g) any and all adjustments made to Phantom Units recorded in each Participant's Account; and

(h) any other information which the Company considers appropriate to record in such register.

3. GENERAL

3.1 **Effective Date of Plan:** The Plan shall be effective as of the Effective Date.

3.2 **Administration of the Plan:** The Plan shall be administered by the Administrator, at the direction of the Board. The Administrator shall have the power and authority to:

(a) adopt rules and regulations for implementing the Plan;

(b) determine the eligibility of persons to participate in the Plan;

(c) determine the Designated Percentage for each Fee Period (i) on or after the 10th trading day following the release of the financial results of the Company for the period ended September 30, 2016 and prior to December 31, 2016 in respect of the Fee Period ending December 31, 2017, and (ii) on or after the 10th trading day following the release of the financial results of the Company for the fiscal period ended September 30 and prior to December 31 of the year ending prior to the commencement of each subsequent Fee Period;

(d) interpret and construe the provisions of the Plan;

(e) make exceptions to the Plan in circumstances which they determine to be exceptional, provided that any such exceptions are made in compliance with the Tax Act; and

(f) make all other determinations and take all other actions as they determine to be necessary or desirable to implement, administer and give effect to the Plan.

3.3 **Amendment or Termination of Plan:** The Board may from time to time in the absolute discretion of the Board amend, modify and change the provisions of the Plan or terminate the Plan. No amendment of the Plan shall operate so as to deprive a Participant of any rights acquired prior to the date of such amendment without such Participant's consent in writing. Any such amendment or termination shall be such that the Plan continuously meets the requirements of the Tax Act.

3.4 **Transferability:** A Participant shall not be entitled to transfer, assign, charge, pledge or hypothecate, or otherwise alienate, whether by operation of law or otherwise, the Participant's Phantom Units or any rights the Participant has under the Plan, other than pursuant to a will or by the laws of descent and distribution as provided hereunder.

3.5 **Rights as a Shareholder:** Under no circumstances shall the Phantom Units be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Common Shares.

3.6 **Funding of the Plan:** Unless otherwise determined by the Administrator, the Plan shall remain an unfunded obligation of the Company. Neither the Company nor the Administrator is or may be deemed to be a trustee of any amounts to be paid under the Plan.

3.7 **No Effect on Rights:** Nothing contained in the Plan shall confer or be deemed to confer upon any Participant the right to continue as a member of the Board, an officer, an employee or a consultant, as the case may be, nor interfere or be deemed to interfere in any way with any right of the Company, the Board or the shareholders of the Company to remove any Participant from his or her position at any time for any reason whatsoever.

3.8 **Market Value of Common Shares:** The Company makes no representation or warranty as to the future market value of any Common Shares. No Participant shall be entitled, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted to or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the fair market value of the Common Shares.

3.9 **Notice:** Notice given by a Participant to the Administrator under the Plan shall be given in writing and shall be effective only upon its receipt by a designated officer of the Company.

3.10 **Compliance with Applicable Law:** If any provision of the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith.

3.11 **Governing Law:** This Plan shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

ADOPTED the 10th day of March, 2017.

SCHEDULE "B"

JX ENERGY LTD.
(the "Company")

STOCK OPTION PLAN

1. Purpose of the Plan

The purpose of the stock option plan (the "**Plan**") of JX Energy Ltd. (the "**Company**") is to provide certain directors, officers, employees and consultants (the "**Participants**") with an opportunity to purchase common shares (the "**Common Shares**") and benefit from the appreciation thereof. This will provide an increased incentive for the Participants to contribute to the future success and prosperity of the Company, thus enhancing the value of the Common Shares for the benefit of all the shareholders and increasing the ability of the Company and its subsidiaries (the "**Subsidiaries**") to attract and retain individuals of exceptional skill.

2. Defined Terms

2.1 Where used herein, the following terms shall have the following meanings:

(a) "**Acceleration Right**" means the Participant's right, in certain circumstances, to exercise their outstanding Option as to all or any of the Common Shares in respect of which such Option has not previously been exercised and which the Participant is entitled to exercise, including in respect of Common Shares not otherwise vested at such time;

(b) "**Black-out Period**" means the period of time when, pursuant to any policies of the Company, any securities of the Company may not be traded by certain persons as designated by the Company, including any holder of an Option;

(c) "**Board**" means the board of directors of the Company;

(d) "**Common Shares**" means the Common Shares of the Company or, in the event of an adjustment contemplated by Article 9 hereof, such shares to which a Participant may be entitled upon the exercise of an Option as a result of such adjustment;

(e) "**Company**" means JX Energy Ltd., and includes any successor corporation thereof;

(f) "**Exercise Price**" means the price per share at which Common Shares may be purchased under the Option, as the same may be adjusted in accordance with the Plan;

(g) "**Exchange**" means the Stock Exchange of Hong Kong Limited or, if the Common Shares are not then listed and posted for trading on the Stock Exchange of Hong Kong Limited, then on any stock exchange on which such shares are listed and posted for trading or any other regulatory body having jurisdiction as may be selected for such purpose by the Board;

(h) "**Exercise Notice**" means the notice in writing signed by the Participant or the Participant's legal personal representatives addressed to the Company specifying an intention to exercise all or a portion of the Option;

(i) "**Expiry Time**" means the time at which the Options will expire, being 4:00 p.m. (Calgary time) on a date to be fixed by the Board at the time the Option is granted, which date will not be more than five years from the Offer Date;

(j) "**HK$**" means the lawful currency of Hong Kong Special Administrative Region of the People's Republic of China;

(k) "**Investor Relations Activities**" has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

(l) "**Offer**" means an offer of the grant of an Option made in accordance with Article 5;

(m) "**Offer Date**" means the date on which an Option is offered to a Participant;

(n) "**Option**" means an option to purchase Common Shares from treasury granted by the Company to a Participant, subject to the provisions contained herein;

(o) "**Participants**" means the directors, officers and employees of, and consultants to, the Company or the Subsidiaries to whom an Option has been granted by the Board pursuant to the Plan and which Option or a portion thereof remains unexercised;

(p) "**Plan**" means this stock option plan of the Company, as the same may be amended or varied from time to time;

(q) "**Related Person**" has the meaning ascribed thereto in National Instrument 45-106 *Prospectus Exemptions*;

(r) "**Subsidiary**" means any corporation that is a subsidiary of the Company, as such term is defined under the *Business Corporations Act* (Alberta), as such provision is from time to time amended, varied or re-enacted; and

(s) "**Take-Over Bid**" has the meaning ascribed thereto in the *Securities Act* (Alberta), as such provision is from time to time amended, varied or re-enacted.

3. Determination of eligibility of Participants

3.1 The Board may, at its absolute discretion, invite any person belonging to any of the following classes of persons of the Company, to be a Participant of this Plan and to take up an Option to subscribe for the Common Shares:

(a) any full-time or part-time employee of the Company;

(b) any consultant or adviser of the Company; and

(c) any director (including executive, non-executive or independent non-executive directors) or officers of the Company,

and for the purposes of the Plan, the Options may be granted to any company wholly owned by one or more persons belonging to any of the above classes of Participants. For the avoidance of doubt, the grant of any options by the Company for the subscription of Common Shares or any other securities of the Company to any person who fall within any of the above classes of Participants shall not, by itself, unless the Board otherwise determined, be construed as a grant of Option under this Plan.

3.2 The basis of eligibility of any participant to the grant of any Option shall be determined by the Board (or as the case may be, the independent non-executive directors) from time to time on the basis of the Participant's contribution or potential contribution to the development and growth of the Company.

4. Administration of the Plan

4.1 The Board shall administer this Plan. Options granted under the Plan shall be granted in accordance with determinations made by the Board pursuant to the provisions of the Plan as to: the Participants to whom and the time or times at which the Options will be granted; the number of Common Shares which shall be the subject of each Option; any vesting provisions attaching to the Option; and, the terms and provisions of the respective stock option agreements, provided however, that each director, officer, employee or consultant shall have the right not to participate in the Plan and any decision not to participate therein shall not affect the employment by or engagement with the Company. The Board shall ensure that Participants under the Plan are eligible to participate under the Plan, and, for Options granted to employees, consultants or management company employees, shall represent and confirm that the Optionee (as defined in the policies of the Exchange) is a bona fide employee, consultant or management company employee.

4.2 The Board may, from time to time, adopt such rules and regulations for administering the Plan as it may deem proper and in the best interests of the Company and may, subject to applicable law, delegate its powers hereunder to administer the Plan to a committee of the Board (the "**Committee**"). Such committee shall be comprised of two or more members of the Board who shall serve at the pleasure of the Board. Vacancies occurring on the Committee shall be filled by the Board.

4.3 The Committee (or the Board where the Committee has not been constituted) shall have the power to delegate to any member of the Board or officer so designated (the "**Administrator**"), with the power to determine which Participants are to be granted Options and to grant such Options, the number of Common Shares purchasable under each Option, the Exercise Price and the time or times when and the manner in which Options are exercisable, and the administrator of the Plan shall make such determinations in accordance with the provisions of this Plan and with applicable securities and stock exchange regulatory requirements, subject to final approval by the Committee or Board.

5. Granting of Option

5.1 Participants may be granted Options from time to time. The grant of Options will be subject to the conditions contained herein and may be subject to additional conditions determined by the Board from time to time. Each Option granted hereunder shall be evidenced by an agreement in writing, signed on behalf of the Company and by the Participant, in such form as the Board shall approve from time to time. Each such agreement shall recite that it is subject to the provisions of this Plan.

5.2 Subject to Article 14, the Plan shall be valid and effective for a period of ten years commencing on the date the Plan is conditionally adopted by the Shareholders and shall expire at the close of business on the business day immediately preceding the tenth anniversary thereof, after which period no further Options shall be offered or granted but the provisions of the Plan shall remain in full force and effect in all other respects to the extent necessary to give effect to the exercise of any Options granted prior thereto or otherwise as may be required in accordance with the provisions of this Plan. Options granted during the life of this Plan shall continue to be exercisable in accordance with their terms of grant within the term of the Option.

5.3 The grant of Option shall be deemed to have been accepted and an Option shall be deemed to have been granted and accepted and to have taken effect when an agreement in the form as described in Article 5.1 is duly signed by the Participant who accepts the Offer in accordance with the terms of the Plan together with a remittance in favour of the Company of HK$1.00 by way of consideration for the grant thereof is received by the Company. Such remittance shall in no circumstances be refundable.

5.4 The aggregate number of Common Shares of the Company allocated and made available to be granted to Participants under the Plan and any other share compensation arrangement of the Company shall not exceed 10% of the issued and outstanding Common Shares of the Company, on a non-diluted basis, as of the date on which the Plan is approved by the holders of Common Shares at a general meeting. Such prescribed maximum may be subsequently increased, subject to the approval of the Exchange or exchanges on which the Common Shares are listed and such shareholder approvals as may be required by such exchanges. Common Shares in respect of which Options are cancelled or not exercised prior to expiry, for any reason, shall be available for subsequent Option grants under the Plan. No fractional shares may be purchased or issued hereunder.

5.5 The Company shall at all times, during the term of the Plan, reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of the Plan.

5.6 Any grant of Options under the Plan shall be subject to the following restrictions:

(a) the aggregate number of Common Shares reserved for issuance pursuant to Options granted to any one Participant within any 12-month period must not exceed 1% of the issued and outstanding Common Shares (on a non-diluted basis). Where any further grant of Options to a Participant would result in the Common Shares issued and to be issued upon exercise of all Options granted and to be granted to such Participant (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such further grant representing in aggregate over 1% of the Shares in issue, such further grant must be separately approved by the Shareholders in general meeting with such Participant and his close associates

abstaining from voting, and the number and terms of Options to be granted to such Participant must be fixed before the Shareholders' approval. In such event, the Company must send a circular to the Shareholders containing the identity of the Participant, the number and terms of Options to be granted (and options previously granted to such person) and all other information required under the Exchange. The date of meeting of the Board proposing such further grant should be taken as the Offer Date for the purpose of calculating the Exercise Price under Article 6;

(b) the aggregate number of Common Shares reserved for issuance pursuant to Options granted to Related Persons (as a group) may not exceed 10% of the issued and outstanding Common Shares (on a non-diluted basis) unless disinterested shareholder approval is obtained;

(c) the grant to Related Persons (as a group) within a 12 month period of an aggregate number of Options may not exceed 10% of the issued and outstanding Common Shares (on a non-diluted basis) unless disinterested shareholder approval is obtained;

(d) the aggregate number of Common Shares reserved for issuance pursuant to Options granted to any consultants or persons conducting investor relations activities may not exceed 2% of the issued and outstanding Common Shares (on a non-diluted basis) unless disinterested shareholder approval is obtained; and

(e) each grant of Options to a director, chief executive or substantial shareholder of the Company, or any of their respective associates, under the Plan shall comply with the requirements of the Exchange. Specifically, each grant of Options to any of the foregoing Persons shall be approved by independent non-executive directors of the Company (excluding independent non-executive director who is the Participant). Where any grant of Options to a substantial shareholder or an independent non-executive director of the Company, or any of their respective associates, would result in the securities issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding) to such Person in the 12-month period up to and including the date of such grant:

    (i) representing in aggregate over 0.1% of the Common Shares; and

    (ii) where the securities are listed on the Exchange, having an aggregate value, based on the closing price of the Common Shares at the date of each grant, in excess of HK$5 million, such further grant of options must be approved by shareholders of the Company, with voting to be taken by way of poll. The Company shall send a circular to the Shareholders containing all information as required under the Exchange rules in this regard. All core connected persons of the Company shall abstain from voting (except where any core connected person intends to vote against the proposed grant and his intention to do so has been stated in the aforesaid circular). Any change in the terms of an option granted to a substantial shareholder of the Company or an independent non-executive Director or any of their respective close associates is also required to be approved by Shareholders in the aforesaid manner.

5.7 All Options granted pursuant to this Plan shall be subject to rules and policies of the Exchange and any other regulatory body having jurisdiction.

5.8 A Participant who has been granted an Option may, if otherwise eligible, and if permitted under the policies of the Exchange, be granted an additional Option if the Board so determines.

6. Exercise Price

Subject to applicable Exchange approval, the Exercise Price shall be fixed by the Board at the time the Option is granted to a Participant and shall be at least the higher of: (i) the closing price of the Common Shares as stated in the Exchange's daily quotations sheet on the Offer Date, which must be a business day; and (ii) the average closing prices of the Common Shares as stated in the Exchange's daily quotations sheets for the 5 business days immediately preceding the Offer Date.

7. Term of Option

7.1 The term of the Option shall be a period of time fixed by the Board, not to exceed ten years from the Offer Date, and unless the Board determines otherwise, Options shall be exercisable in whole or in part at any time during this period in accordance with such vesting provisions, conditions or limitations (including applicable hold periods) as are herein contained or as the Board may from time to time impose or, as may be required by the Exchange, or under applicable securities law.

7.2 The Board may in its absolute discretion determine, and subject to such conditions as the Board may think fit, minimum period for which an Option must be held and performance targets that must be achieved by a Participant before an Option can be exercised.

7.3 Each Option and all rights thereunder shall be expressed to expire at the Expiry Time, but shall be subject to earlier termination in accordance with Article 12 hereof.

7.4 Subject to any specific requirements of the Exchange, the Board shall determine the vesting period or periods within the Option term, during which a Participant may exercise an Option or a portion thereof.

7.5 Should the expiry date of an Option fall within a Black-Out Period or within nine business days following the expiration of a Black-out Period, such expiry date of the Option shall be automatically extended without any further act or formality to that date which is the tenth business day after the end of the Black-out Period, such tenth business day to be considered the expiry date for such Option for all purposes under the Plan. The 10 business day period referred to in this paragraph may not be extended by the Board.

7.6 An Option and any Common Shares issuable upon the exercise thereof may be subject to resale restrictions under securities laws.

8. Exercise of Option

8.1 Subject to the provisions of the Plan and the terms of any stock option agreement, an Option or a portion thereof may be exercised, from time to time, by delivery to the Company's principal office in Calgary, Alberta of the Exercise Notice. The Exercise Notice shall state the intention of the Participant or the Participant's legal personal representative to exercise the said Option or a portion thereof, and specify the number of Common Shares in respect of which the Option is then being exercised, and shall be accompanied by the full purchase price of the Common Shares which are the subject of the exercise. Such Exercise Notice shall contain the Participant's undertaking to comply, to the satisfaction of the Company, with all applicable requirements of the Exchange and any applicable regulatory authorities.

8.2 The Common Shares to be allotted upon the exercise of an Option will be subject to all the provisions of the Articles of Association of the Company for the time being in force and will rank *pari passu* in all respects with the fully paid Common Shares in issue on the date of allotment and accordingly will entitle the holders to participate in all dividends or other distributions paid or made after the date of allotment other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be on or before the date of allotment, save that the Common Shares allotted upon the exercise of any Option shall not carry any voting rights until the name of the Participant exercising the Option has been duly entered on the register of members of the Company as the holder thereof.

9. Adjustments in Shares

9.1 If the outstanding shares of the Company are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Company through a reorganization, plan of arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation, an appropriate and proportionate adjustment shall be made by the Board, in its discretion, in the number or kind of shares optioned and the exercise price per share, as regards previously granted and unexercised Options or portions thereof, and as regards Options which may be granted subsequent to any such change in the Company's capital.

9.2 Any adjustments described in section 9.1 shall give the Participant as near as possible the same proportion of the issued share capital of the Company as (but in any event shall not be greater than) that to which that Participant was previously entitled, but no such adjustments shall be made to the effect of which would be to enable a Common Share to be issued at less than its nominal value.

9.3 Determinations by the Board as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. The Company shall not be obligated to issue fractional securities in satisfaction of any of its obligations hereunder.

10. Accelerated Vesting

10.1 In the event that certain events such as a liquidation or dissolution of the Company or a reorganization, plan of arrangement, merger or consolidation of the Company with one or more corporations, as a result of which the Company is not the surviving corporation, or the sale by the Company of all or substantially all of the property and assets of the Company to another corporation prior to the Expiry Time, are proposed or contemplated, the Board may, notwithstanding the terms of this Plan or any stock option agreements issued hereunder, exercise its discretion, by way of resolution, to permit accelerated vesting of Options on such terms as the Board sees fit at that time. If the Board, in its sole discretion, determines that the Common Shares subject to any Option granted hereunder shall vest on an accelerated basis, all Participants entitled to exercise an unexercised portion of Options then outstanding shall have the right at such time, upon written notice being given by the Company, to exercise such Options to the extent specified and permitted by the Board, and within the time period specified by the Board, which shall not extend past the Expiry Time.

10.2 An Option may provide that whenever the Company's shareholders receive a Take-Over Bid, and the Company supports this bid, pursuant to which the "**offeror**" would, as a result of such Take-Over Bid being successful, beneficially own in excess of 50% of the outstanding Common Shares of the Company, the Participant may exercise the Acceleration Right. The Acceleration Right shall commence on the date of the mailing of the Board circular recommending acceptance of the Take-over Bid and end on the earlier of: (i) the Expiry Time; (ii) in the event the Take-Over Bid is unsuccessful, on the expiry date of the Take-Over Bid; and (iii) in the event the Take-Over Bid is successful, on the tenth (10th) day following the expiry date of the Take-over Bid.

10.3 At the time of the termination of the Acceleration Right, the original vesting terms of the Options shall be reinstated with respect to the Common Shares issuable thereunder which were not acquired by the holders of such Options pursuant to the terms thereof. Notwithstanding the foregoing, the Acceleration Right may be extended for such longer period as the Board may resolve.

11. Decisions of the Board

All decisions and interpretations of the Board respecting the Plan or Options granted thereunder shall be conclusive and binding on the Company and the Participants and their respective legal personal representatives and on all directors, officers, employees and consultants of the Company who are eligible to participate under the Plan.

12. Ceasing to be a Director, Officer, Employee or Consultant

12.1 Subject to the terms of the applicable stock option agreements and subject to Article 12.3 hereof, in the event of the Participant ceasing to be a director, officer, employee, consultant or management company employee (as defined in the policies of the Exchange) of the Company or a Subsidiary for any reason other than death, including the resignation or retirement of the Participant or the termination by the Company or a Subsidiary of the employment of the Participant, prior to the Expiry Time, such Option (including an Option held by a Participant's personal holding company) may be exercised as to such of the Common Shares in respect of which the Option has not previously been exercised (and as the Participant would have been entitled to exercise) at any time up to and including (but not after)

the earlier of the Expiry Time and a date that is ninety (90) days following the effective date of such resignation or retirement or a date that is ninety (90) days following the date notice of termination of employment is given by the Company or a Subsidiary, whether such termination is with or without reasonable notice, and subject to such shorter period as may be otherwise specified in the stock option agreement, after which date the Option shall forthwith expire and terminate and be of no further force or effect whatsoever.

12.2 Notwithstanding the foregoing, in the event of termination for cause, such Option (including an Option held by a Participant's personal holding company) shall expire and terminate immediately at the time of delivery of notice of termination of employment for cause is given to the Participant by the Company or a Subsidiary and shall be of no further force or effect whatsoever as to the Common Shares in respect of which an Option has not previously been exercised.

12.3 In the event the Participant is engaged in Investor Relations Activities and ceases to provide such Investor Relations Activities to the Company or a Subsidiary for any reason, including the termination by the Company, a Subsidiary or the Participant of such services, prior to the Expiry Time, such Option (including an Option held by a Participant's personal holding company) shall cease and terminate on the thirtieth (30th) day following the date notice of termination of such Investor Relations Activities is given by the Company, a Subsidiary or the Participant, and subject to such shorter period as may be otherwise specified in the stock option agreement, or at the Expiry Time, whichever occurs first, and shall be of no further force or effect whatsoever as to the Common Shares in respect of which an Option has not previously been exercised.

12.4 In the event of the death of a Participant on or prior to the Expiry Time, such Option (including an Option held by a Participant's personal holding company) may be exercised as to such of the Common Shares in respect of which such Option has not previously been exercised (and as the Participant would have been entitled to purchase), by the legal personal representatives of the Participant at any time up to and including (but not after) a date one year from the date of death of the Participant, unless otherwise specified in the stock option agreement or up to the Expiry Time, whichever occurs first, after which date the Option shall forthwith expire and terminate and be of no further force or effect whatsoever.

12.5 Options shall not be affected by any change of employment of the Participant where the Participant continues to be employed by the Company or any of its Subsidiaries.

13. Transferability

All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or to the extent, if any, permitted by the Exchange.

14. Amendment or Discontinuance of Plan

The Board may amend or discontinue the Plan at any time without the consent of the Participants, provided that such amendment shall not alter or impair any Option previously granted under the Plan except as permitted herein, and that such amendment or discontinuance has been approved by the Exchange, and where necessary, by the shareholders. The Board may make all other determinations deemed necessary or advisable for the administration of the Plan. The Board has the right, in its sole discretion, to amend, suspend or terminate the Plan or any portion thereof at any time, in accordance with applicable legislation, without obtaining the approval of shareholders; provided that any amendment to any provision of the Plan will be subject to any required regulatory approval, Exchange rules and the provisions of applicable law, if any, that require the approval of shareholders. Notwithstanding the foregoing, the Company will be required to obtain the approval of disinterested shareholders for any amendment related to: (i) the issuance to any one individual within a 12 month period a number of Common Shares exceeding 1% of the issued and outstanding Common Shares; and (ii) reducing the exercise price for outstanding options granted to an insider of the Company.

15. Participants' Rights

15.1 A Participant shall not have any rights as a shareholder of the Company until the issuance of a certificate for Common Shares, upon the exercise of an Option or a portion thereof, and then only with respect to the Common Shares represented by such certificate or certificates.

15.2 Nothing in the Plan or any Option shall confer upon any Participant any rights to continue in the employ of the Company or any Subsidiary or affect in any way the right of the Company or any such Subsidiary to terminate the employment of the Participant at any time; nor shall anything in the Plan or any option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Company or any such Subsidiary to extend the employment of any Participant beyond the time such Participant would normally retire pursuant to the provisions of any present or future retirement plan of the Company or any Subsidiary, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Company or any contract of employment with the Company or any Subsidiary.

16. Approvals

16.1 The Plan shall be subject, if applicable, to the approval of the Exchange or other regulatory body having jurisdiction at that time and, if so required thereby, to the approval of the shareholders of the Company.

16.2 Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless such approval and acceptance is given.

17. Government Regulation

17.1 The Company's obligation to issue and deliver Common Shares under any Option is subject to:

(a) the satisfaction of all requirements under applicable securities laws in respect thereof and obtaining all regulatory approvals as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;

(b) the admission of such Common Shares to listing on any stock exchange on which such Common Shares may then be listed; and

(c) the receipt from the Participant of such representations, warranties, agreements and undertakings as to future dealings in such Common Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

17.2 In this regard, the Company shall take all reasonable steps to obtain such approvals and registrations as may be necessary for the issuance of such Common Shares and for the listing of such Common Shares on the Exchange, in compliance with applicable securities laws. If any shares cannot be issued to any Participant for whatever reason, the obligation of the Company to issue such shares shall terminate and the Exercise Price paid to the Company will be returned to the Participant.

18. Costs

The Company shall pay all costs of administering the Plan.

19. Interpretation

This Plan shall be governed by and construed in accordance with the laws of the Province of Alberta.

20. Compliance with Applicable Law

If any provision of the Plan or any Option contravenes any law or any order, policy, by-law or regulation of any regulatory body or the Exchange, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

SCHEDULE "C"

EXPLANATORY STATEMENT RELATING TO SHARE REPURCHASE

This Schedule serves as an explanatory statement, as required by the Listing Rules, to provide requisite information to the Shareholders for their consideration of the Share Repurchase Mandate. This explanatory statement contains all the information required pursuant to Rule 10.06(1)(b) and other relevant provisions of the Listing Rules. The directors of the Company confirm that neither this explanatory statement nor the proposed share repurchase pursuant to the Share Repurchase Mandate has any unusual features.

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LISTING RULES RELATING TO THE REPURCHASE OF SHARES

The Listing Rules permit companies whose primary listing is on the HKEX to repurchase their shares on the HKEX or other stock exchanges subject to certain restrictions. The Company is empowered to repurchase its own shares, subject to the requirements of the *Business Corporations Act* (Alberta) (the "**ABCA**").

For any Treasury Shares deposited with the Central Clearing and Settlement System (CCASS) pending resale on the HKEX, the Company will (i) procure its broker not to give any instructions to Hong Kong Securities Clearing Company Limited to vote at general meetings of the Company for the Treasury Shares deposited with CCASS; and (ii) in the case of dividends or distributions, withdraw the Treasury Shares from CCASS, and either re-register them in its own name as Treasury Shares or cancel them, in each case before the record date for the dividends or distributions.

SHARE CAPITAL

As at May 20, 2026 (the "**Latest Practicable Date**"), the issued and outstanding Common Shares of the Company comprised 869,292,597 fully-paid-up Common Shares and the Company did not hold any Treasury Shares. Subject to the passing of the Share Repurchase Mandate resolution and on the basis that no further shares are issued or repurchased prior to the Meeting, the Company would be allowed to repurchase up to a maximum of 86,929,259 Common Shares under the Share Repurchase Mandate during the period from the time of the passing of the resolution to approve the Share Repurchase Mandate until whichever is the earliest of: (a) the conclusion of the next annual general meeting of the Company; (b) the expiration of the period within which the next annual general meeting of the Company is required to be held under any applicable laws or under the By-Law Number Two of the Company; and (c) the time of the passing of an ordinary resolution of the Company in a general meeting revoking or varying the authority set out in this resolution (the "**Relevant Period**"), representing 10% of the issued and outstanding share capital of the Company (excluding Treasury Shares, if any) as at the Latest Practicable Date.

If the Company purchases any Shares pursuant to the Share Repurchase Mandate, the Company will either (i) cancel the Shares repurchased and/or (ii) hold such Shares in treasury, subject to market conditions and the Company's capital management needs at the relevant time any repurchases of Shares are made.

REASONS FOR THE REPURCHASES

The Board believes that the flexibility afforded to them by the Share Repurchase Mandate would be in the best interests of the Company and the Shareholders. Repurchases pursuant to such mandate may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the value of the Common Shares or the net assets and/or the earnings per share and will only be made when the Board believes that such actions will benefit the Company and the Shareholders as a whole.

FUNDING OF REPURCHASES

In repurchasing Common Shares, the Company may only apply funds legally available for such purpose in accordance with its Articles of Incorporation and subject to the requirements of the ABCA. It is expected that the Company will fund any repurchase of shares from its available internal resources.

IMPACT ON THE WORKING CAPITAL OR GEARING POSITION

If the Share Repurchase Mandate is exercised in full at any time during the Relevant Period, there may be a material adverse effect on the working capital levels of the Company or its gearing levels, as compared with the position disclosed in the Company's audited financial statements for the year ended December 31, 2025 (the most recent published audited financial statements). However, the Board does not propose to exercise such mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements or the gearing levels of the Company at the time of the relevant repurchases unless the Board determines that such repurchases are, taking into account of all relevant factors, in the best interests of the Company.

SHARE PRICES

The highest and lowest prices at which the Common Shares have been traded on the HKEX for the past 12 months preceding the issue of this Notice were as follows:

HKEX Trading Prices

	Per Share Highest	Per Share Lowest
	HK$	*HK$*
2025		
May	0.100	0.062
June	1.680	0.076
July	0.620	0.350
August	0.480	0.260
September	0.520	0.295
October	0.360	0.275
November	0.335	0.223
December	0.290	0.209
2026		
January	0.365	0.260
February	0.325	0.250
March	0.610	0.280
April	0.315	0.240
May (up to the Latest Practicable Date)	0.295	0.240

EFFECT OF THE CODE OF TAKEOVERS AND MERGERS AND SHARE REPURCHASES OF HONG KONG (THE "TAKEOVERS CODE")

A Shareholder's proportionate interest in the voting rights of the Company will increase upon the Company's exercise of its powers to repurchase Common Shares pursuant to the Share Repurchase Mandate, and such increase will be treated as an acquisition for the purposes of Rule 32 of the Takeovers Code. As a result, a Shareholder or a group of Shareholders acting in concert, depending on the level of increase in his/her or their shareholding interest, could obtain or consolidate control of the Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

As at the Latest Practicable Date, Mr. Yongtan Liu beneficially holds 210,000,000 Common Shares. Jixing Gas Holding Limited holds 23,600,000 Common Shares and is owned as to 100% by CCJGSA which is owned as to 66.70% and 33.30% by Mr. Liu and Ms. Zhang Lijun (Mr. Liu's spouse), respectively. CCJGSA also has an interest in 181,194,306 Common Shares as security interests, in aggregate approximately 47.72% of the total number of issued Common Shares. In the event that the directors exercise in full the power to repurchase Common Shares under the Share Repurchase Mandate and if there is no other change in the issued share capital of the Company, his shareholdings in the Company will be increased to approximately 53.02% of the issued share capital of the Company. The exercise of the Share Repurchase Mandate in full will result in Mr. Yongtan Liu being obliged to make a mandatory offer under Rule 26 of the Takeovers Code. The Directors confirmed that they have no present intention to repurchase any Common Shares under the Share Repurchase Mandate to such extent which will result in an obligation to make a mandatory offer under Rule 26 of the Takeovers Code, if the Share Repurchase Mandate is approved by Shareholders at the Meeting.

The directors of the Company have no intention to exercise the Share Repurchase Mandate to such an extent which would result in the aggregate number of Common Shares held by the public Shareholders falling below the prescribed minimum percentage required by the HKEX, which is currently 25% of the entire issued share capital of the Company.

DIRECTORS, THEIR CLOSE ASSOCIATES AND CORE CONNECTED PERSONS

None of the directors of the Company nor, to the best of their knowledge having made all reasonable enquiries, any of their respective close associates (as defined in the Listing Rules), has any present intention to sell Common Shares to the Company in the event that the Share Repurchase Mandate is approved by the Shareholders.

The Company has not been notified by any "core connected person" (as defined in the Listing Rules) that he has a present intention to sell Common Shares to the Company or has undertaken not to sell Common Shares held by him to the Company in the event that the Share Repurchase Mandate is approved by the Shareholders.

UNDERTAKING OF DIRECTORS

The directors of the Company will, so far as the same may be applicable, exercise the power of the Company to make repurchases pursuant to the Share Repurchase Mandate in accordance with the Listing Rules, Canadian laws and the constitutional documents of the Company.

SHARE PURCHASE MADE BY THE COMPANY

The Company did not purchase any of the Common Shares during the six months prior to the Latest Practicable Date.