



**AFRICA OIL CORP.**

NOTICE OF  
ANNUAL GENERAL MEETING  
AND MANAGEMENT  
INFORMATION CIRCULAR

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# NOTICE OF THE ANNUAL GENERAL MEETING OF SHAREHOLDERS

Africa Oil Corp. invites you to attend its Annual General Meeting of shareholders.

**Date and Time:**

Wednesday, April 20, 2022

9:00 am (Pacific Time)

**Location:**

Suite 2000, 885 West Georgia Street

Vancouver, BC, V6C 3E8

**The purpose of the Meeting is as follows:**

1. To receive the consolidated audited financial statements and accompanying management's discussion and analysis of the Company for the year ended December 31, 2021, together with the report of the auditors;
2. To appoint PricewaterhouseCoopers LLP as auditors of the Company to hold office until the next Annual General Meeting, at a remuneration to be fixed by the directors of the Company;
3. To consider and, if deemed advisable, to approve an advisory resolution to accept the Company's approach to executive compensation;
4. To consider and, if deemed fit, approve Proposed Amendments to the Company's LTIP; and
5. To elect directors to hold office for the ensuing year.

Accompanying this Notice of Meeting are: (i) a Management Information Circular; (ii) a proxy form or voting instruction form; and (iii) a financial statements request form. Africa Oil's Financial Statements are also available on the Company's website at [www.africaoilcorp.com](http://www.africaoilcorp.com), or under the Company's profile on SEDAR at [www.sedar.com](http://www.sedar.com).

Please vote using the proxy form or voting instruction form accompanying this Circular and return it according to the instructions provided before 11:00 a.m. (Central European time) on April 12, 2022, if your shares trade on the Nasdaq Stockholm Exchange, and before 9:00 a.m. (Pacific time) on April 18, 2022, if your shares trade on the TSX.

DATED at Vancouver, British Columbia the 16th day of March 2022.

Yours Truly,

(Signed) "Keith C. Hill"

**Keith Hill**

President and Chief Executive Officer

# GLOSSARY

|          |                                   |   |
|----------|-----------------------------------|---|
| <b>A</b> | "Africa Oil"                      | Means Africa Oil Corp. or the Company.  |
|          | "AIF"                             | Means Annual Information Form.  |
|          | "AIM"                             | Means the Alternative Investment Market.  |
| <b>B</b> | "Board"                           | Means the Company's Board of Directors.   |
| <b>C</b> | "CEO"                             | Means President and Chief Executive Officer.  |
|          | "CFO"                             | Means Chief Financial Officer.  |
|          | "Circular"                        | Means this Management Information Circular.   |
|          | "Code"                            | Means Company's Code of Business Conduct and Ethics.  |
|          | "Company"                         | Means Africa Oil Corp.  |
|          | "Computershare Sweden"            | Means Computershare AB.   |
|          | "COO"                             | Means Chief Operating Officer.  |
| <b>D</b> | "Diversity Policy"                | Means Board and Executive Officer Diversity Policy.   |
| <b>E</b> | "ESGHSC"                          | Means Environmental, Social, Governance, and Health and Safety Committee.   |
|          | "Euroclear Registered Securities" | Means the Company's shareholders who hold the Company's securities through Euroclear Sweden AB, which securities trade on Nasdaq Stockholm.   |
|          | "Executives"                      | Means the Company's CEO, CFO, COO and VP Exploration.   |
|          | "ESG"                             | Means Environmental and Social Governance.  |
| <b>F</b> | "Financial Statements"            | Means Financial Statements for the year ended December 31, 2021.  |
|          | "FTSE 250"                        | Means the Financial Times Stock Exchange 250 index.   |
| <b>L</b> | "LSE"                             | Means the London Stock Exchange.  |
|          | "LTIP"                            | Means Long Term Incentive Plan.   |
| <b>M</b> | "Material Restatement"            | Means a material misstatement in the Company's financial statements resulting in the awarding of more PSUs, RSUs, or other options, or the awarding of a larger bonus than would have otherwise occurred. |
|          | "MD&A"                            | Means Management's Discussion and Analysis for the fiscal year ended December 31, 2021.   |
|          | "Meeting"                         | Means Annual General Meeting of Shareholders.   |
|          | "Mercer"                          | Means Mercer Limited.   |

|          |                      |  |
|----------|----------------------|--|
| <b>N</b> | "NE Directors"       | Means Non-Employee Directors.  |
|          | "NEOs"               | Means Named Executive Officers.  |
|          | "NI 52-110"          | Means National Instrument 52-110 Audit Committees.   |
|          | "NYSE"               | Means the New York Stock Exchange.   |
| <b>P</b> | "Proposed Amendment" | Means a proposed amendment to the LTIP to increase the maximum number of shares which may be reserved for issuance under the LTIP in respect of grants of RSUs and PSUs from 18,256,682 to 28,256,682. |
|          | "Proposed Director"  | Means the 7 nominees proposed by the Company for re-election as directors of the Company.  |
|          | "Proxy Deadline"     | Means, for the Company's Canadian shareholders, before 9:00 a.m. (Pacific time) on April 15, 2022.   |
|          | "PSUs"               | Means Performance Share Units.   |
|          | "PwC"                | Means PricewaterhouseCoopers LLP Chartered Accountants.  |
| <b>R</b> | "Record Date"        | Means on March 16, 2022.   |
|          | "RSUs"               | Means Restricted Share Units.  |
| <b>S</b> | "Shareholder"        | Means a holder of the Company's common shares.   |
|          | "STIP"               | Means Short-Term Incentive Program.  |
| <b>T</b> | "TASE"               | Means the Tel Aviv Stock Exchange.   |
|          | "TDC"                | Means Total Direct Compensation.   |
|          | "TDC Peer Group"     | Means Total Direct Compensation peer group.  |
|          | "TSR "               | Means Total Shareholder Return.  |
|          | "TSR Peer Group"     | Means Total Shareholder Return Peer Group.   |
|          | "TSX"                | Means the Toronto Stock Exchange.  |
| <b>V</b> | "TSX-V"              | Means the TSX Venture Exchange.  |
|          | "VP Exploration"     | Means Vice President Exploration.  |
|          | "VP Operations"      | Means Vice President Operations.   |

# MANAGEMENT INFORMATION CIRCULAR

## GENERAL

You have received this Circular because you owned common shares of Africa Oil Corp. on March 16, 2022 (Record Date). As a Shareholder, you have the right to attend the Company's Annual General Meeting of Shareholders to be held on **Wednesday, April 20, 2022, at 9:00 am (Pacific Time), at Suite 2000, 885 West Georgia Street, Vancouver, BC, V6C 3E8, and to vote your shares** in person or vote your shares by proxy.

This Circular provides the Company's Shareholders with important information about the Meeting, the business of the Meeting, and how you can participate and vote.

The Company's Management team is soliciting your proxy for the Meeting at Africa Oil's expense. The Company will solicit proxies either by mail to your address, personally or by telephone by the directors, officers and employees of the Company. **The individuals named in the accompanying form of proxy are directors or officers of the Company who will vote your shares for you unless you appoint someone else to be your proxyholder. You are entitled to appoint someone else or a company to be your proxyholder. If you appoint another person or company, they must be present at the Meeting to vote your shares.**

Africa Oil's functional and reporting currency is the United States dollar. All currency amounts in this Circular are expressed in United States dollars, unless otherwise indicated.

## VOTING PROCEDURES

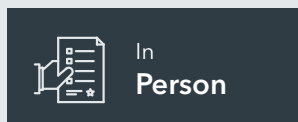
This Circular is being sent to both Registered and Non-Registered (or beneficial) Shareholders.

- **Registered Shareholder:** You are a Registered shareholder of the Company if your shares are registered in your name and you have a share certificate or a Direct Registration System (DRS) Advice.
- **Non-Registered Shareholder:** You are a Non-Registered/Beneficial Shareholder if your broker, investment dealer, bank, trust company, trustee, nominee or other intermediary holds your Shares for you. Most of the Company's shareholders are Non-Registered Shareholders.

If you are unsure if you are a Registered Shareholder or Non-Registered Shareholder, please contact Computershare at: Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, ON M5J 2Y1

1-800-564-6253  
service@computershare.com

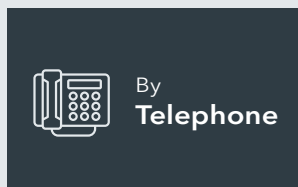
## HOW TO VOTE IF YOU ARE A REGISTERED SHAREHOLDER



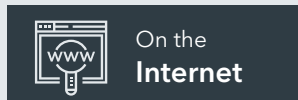
This meeting will be held in-person. However, given the uncertainty relating to the COVID-19 pandemic and the potential public health impact, we suggest that you vote on matters before the meeting by proxy rather than attend the meeting in-person.



Complete, sign and date your proxy form and return it in the envelope provided. See additional details below on "How to Use Your Proxy Form".



Call 1-866-732-VOTE (8683) (toll free in Canada and the United States) from a touch-tone telephone and follow the voting instructions. International holders wishing to vote by telephone can dial 1-312-588-4290 to place their vote. You will need your 15-digit control number which is noted on your proxy form. If you vote by telephone, you cannot appoint anyone other than the appointees named on the proxy form as your proxyholder.



Visit [www.investorvote.com](http://www.investorvote.com) and follow the instructions on the screen. You will need your 15-digit control number which is noted on your proxy form.

## MANAGEMENT INFORMATION CIRCULAR - CONTINUED

### HOW TO USE YOUR PROXY FORM

Complete your voting instructions, sign and date your proxy form and return it so that it is received before the Proxy Deadline or, in the case of any adjournment or postponement of the Meeting, not less than 48 hours (excluding Saturdays, Sundays and holidays) before the time set for the adjourned or postponed Meeting. If you return your proxy form and do not indicate how you want to vote your shares, your vote will be cast as follows:

- FOR the appointment of PricewaterhouseCoopers LLP as auditors of the Company and authorizing the directors of the Company to fix their remuneration;
- FOR the approval of the non-binding advisory vote on executive compensation;
- FOR the approval of Proposed Amendments to the Company's LTIP; and
- FOR the election of each person nominated in this Circular as directors of the Company;

### HOW YOU CAN CHANGE YOUR VOTE

If you vote using a proxy form and wish to change your vote, you may do the following:

- Complete a new proxy form, date it later than the proxy form you previously submitted and provide the form to Computershare before Proxy Deadline or, in the case of any adjournment or postponement of the Meeting, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time set for the adjourned or postponed Meeting; or
- Submit a new vote by telephone or on the internet before the Proxy Deadline or, in the case of any adjournment or postponement of the Meeting, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time set for the adjourned or postponed Meeting.

### HOW YOU CAN REVOKE YOUR VOTE

If you vote using a proxy form and wish to revoke your vote, you may do the following:

- Attend the Meeting in-person and request to revoke your vote; or
- Send a notice of revocation in writing from you or your authorized attorney to the Company's registered office before the close of business on April 18, 2022, or, in the case of any adjournment or postponement of the Meeting, by the close of business on the last business day before the day of the adjourned or postponed Meeting; or
- Provide a notice of revocation in writing from you or your authorized attorney to the Chair of the Meeting or the Corporate Secretary on the day of the Meeting prior to the commencement of the Meeting; or
- In any other manner permitted by law.

### HOW TO VOTE IF YOU ARE A NON-REGISTERED SHAREHOLDER

#### In Person

You can only vote your shares in person at the Meeting if you have previously appointed yourself as the proxyholder for your shares by inserting your name in the space provided on the voting instruction form which you should have received from your intermediary and submitted as directed on your voting instruction form. Your voting instructions must be received by Computershare by the Proxy Deadline or, in the case of any adjournment or postponement of the Meeting, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time set for the adjourned or postponed Meeting. You should identify yourself to the representative from Computershare before entering the Meeting so that you can register your attendance at the Meeting.

#### By Mail

Your intermediary (broker, investment dealer, bank, trust company, trustee, nominee or other intermediary) must ask for your voting instructions before the Meeting. Contact your intermediary if you did not receive a voting instruction form together with this Circular. If you need to change your voting instructions once provided to your intermediary, contact your intermediary for additional instructions.

### VOTING PROCEDURES IF YOUR SHARES TRADE ON THE NASDAQ STOCKHOLM EXCHANGE

**The information set forth in this section is of significance to shareholders who hold their securities through Euroclear Sweden AB, which securities trade on Nasdaq Stockholm.** Shareholders who hold Euroclear Registered Securities are not registered holders of voting securities for the purposes of voting at the Meeting. Instead, Euroclear Registered Securities are registered under CDS & Co., the registration name of the Canadian Depository for Securities. Holders of Euroclear Registered Securities will receive a VIF by mail directly from Computershare Sweden. The VIF cannot be used to vote securities directly at the Meeting. Instead, the VIF must be completed and returned to Computershare Sweden, strictly in accordance with the instructions and deadlines that will be described in the instructions provided with the VIF.

### VOTING SECURITIES

The Company is authorized to issue an unlimited number of common shares. On the Record date, the Company had 475,056,688 common shares are issued and outstanding. Each common share is entitled to one vote.

To the knowledge of the Company's knowledge, Stampede Natural Resources S.a.r.l. beneficially owns or exercises control or direction over, directly or indirectly, 10% or more of the issued and outstanding common shares of the Company. As at the Record Date, Stampede Natural Resources S.a.r.l. held 66,569,922 shares in the Company, representing 14.06% of the Company's issued and outstanding shares.

# BUSINESS OF THE ANNUAL GENERAL MEETING

## 1. Receive Financial Statements and Auditor's Report

The Company's consolidated Financial Statements will be tabled at the Meeting. Copies of the Financial Statements have been mailed to all registered shareholders and non-registered shareholders (or beneficial shareholders) who have opted to receive such materials. These documents can also be found on the Company's website at [www.africaoilcorp.com](http://www.africaoilcorp.com) and are also available on SEDAR at [www.sedar.com](http://www.sedar.com).

## 2. Appoint Auditors and Authorize Directors to Fix Remuneration

PwC has been the Company's auditors since October 8, 2008. The Board recommends the reappointment of PwC as auditors of the Company to hold office until the termination of the next annual meeting of shareholders. It is also proposed that the remuneration to be paid to PwC be as determined by the Board.

The following table discloses the fees billed to the Company by its external auditor during the last two fiscal years:

| Financial Year Ending | Audit Fees (CAD\$) <sup>(1)</sup> | Audit Related Fees (CAD\$) <sup>(2)</sup> | Tax Fees (CAD\$) <sup>(3)</sup> | All Other Fees (CAD\$) <sup>(4)</sup> |
|-----------------------|-----------------------------------|---|---------------------------------|---------------------------------------|
| December 31, 2021     | 352,479                           | 78,711                                    | 114,580                         | Nil                                   |
| December 31, 2020     | 104,600                           | 146,299                                   | 58,230                          | 8,077                                 |

Notes:

1. Aggregate billed for audit services.
2. Aggregate billed for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and that are not disclosed in (1). Includes the review of the Company's interim consolidated financial statements and specified audit procedures not included as part of the audit of the consolidated financial statements.
3. Aggregate billed for tax compliance, tax advice, and tax planning, including the preparation of the Company's tax return preparation.
4. Aggregate billed other than the services reported under (1)(2), and (3) above.

The increase in fees paid during 2021 related to a more complex audit due to the acquisition of Prime Oil and Gas Coöperatief and new debt arrangements in the 2020 year-end audit.

Unless otherwise instructed, the named proxyholders will vote FOR the appointment of PwC, as auditors of the Company until the next annual general meeting of shareholders, and to authorize the directors to fix the remuneration of the auditors.

## 3. Advisory Vote on Executive Compensation (Say-On-Pay)

An important principle underlining the Company's executive compensation program is 'pay for performance'. We link compensation to strategy and corporate performance to attract and train skilled and motivated individuals focused on the Company's success. The Company voluntarily holds an advisory vote on executive compensation on an annual basis to enhance its dialogue with shareholders with respect to its compensation programs. The Company is not proposing any modifications to its existing executive or director compensation programs. We hope our shareholders will carefully review the details of our compensation program to understand how these programs are aligned with our pay-for-performance philosophy and continue to support the Company by once again voting in favour of the Say-On-Pay resolution.

At last year's annual general meeting of shareholders, the Company's shareholders offered their support by voting 99.4% in favour of the advisory resolution to accept the Company's approach to executive compensation.

Accordingly, at the Meeting shareholders will be asked to consider and vote on the following advisory resolution:



**BUSINESS OF THE ANNUAL GENERAL MEETING - CONTINUED**

**BE IT RESOLVED** on an advisory basis only and not to diminish the role and responsibilities of the Company's Board of Directors, that the shareholders of the Company accept the approach to executive compensation disclosed in this Circular.

As this is an advisory vote, the results will not be binding upon the Board. However, the Board will carefully review the outcome of the vote as part of its ongoing review of executive compensation.

We unanimously recommend that shareholders vote FOR the advisory vote on executive compensation and unless instructed otherwise, **the persons named in the enclosed form of proxy will vote FOR the advisory vote on executive compensation.**

**4. Approval of Amendment to the Long-Term Incentive Plan**

The Company currently has two forms of incentive, share based compensation plans: an LTIP and a Stock Option Plan. As of the date of this Circular, there are a total of 475,056,688 issued and outstanding common shares.

A total of 18,256,682 common shares were reserved for issuance under the Company's LTIP, representing approximately 3.8% of the Company's issued and outstanding common shares as of the date of this Circular. As of the date of this Circular, a total of 2,790,402 common shares have been issued pursuant to share units granted under the LTIP and a total of 10,463,847 share units are outstanding under the LTIP, consisting of 2,668,335 RSUs and 7,795,512 PSUs, which represent, in the aggregate, approximately 2.79% of the Company's current issued and outstanding common shares. Accordingly, there are 5,002,434 share units that can be granted under the LTIP, which represent approximately 1.05% of the Company's current issued and outstanding common shares as of the date of the Circular.

At the Company's 2016 Annual General and Special Meeting, shareholders approved the Company's Stock Option Plan, which has a rolling maximum plan limit equal to 3.5% of the Company's issued and outstanding common shares. The Stock Option Plan was utilized by the Company as a long-term incentive for employees of the Company, other than the Company's NE Directors and Executives. Commencing in 2016, no stock options were awarded to the Company's NE Directors and Executives. In 2021, the Board decided to cease awarding stock options under the Company's Stock Option Plan and the Board will not be seeking shareholder approval of the unallocated entitlements under the Stock Option Plan at the Meeting. While option holders will be permitted to exercise their outstanding fully vested options under the Stock Option Plan, no new grants will be made under the Stock Option Plan. Based on the Stock Option Plan's rolling maximum plan limit of 3.5% and 6,476,616 stock options currently outstanding, the current number of common shares underlying stock options that may be issued under the Stock Option Plan is 10,150,368, however, the Company has decided to no further grant stock options.

The Company will instead award PSUs under the Company's LTIP to employees. This will allow the Company's employees to align with the interests of the Company and its shareholders and reward participants for increasing the Company's share price through the achievement of the Company's long-term business strategy and objectives.

Our long-term incentive compensation is an important component in our overall pay mix for our NE Directors, Executives and employees. With the shift in pay mix for our employees, we expect to award an increased number of PSUs under the Company's LTIP. On March 16, 2022, the Board approved an amendment to the LTIP to increase the maximum number of shares which may be reserved for issuance under the LTIP in respect of grants of RSUs and PSUs from 18,256,682 to 28,256,682 (the "Proposed Amendment"), representing approximately 5.9% of the Company's issued and outstanding common shares as of the date of this Circular. The additional increase in potential dilution resulting from the increased reserve under the LTIP is entirely offset after taking into account the 10,150,368 common shares that are not going to be issued under the Stock Option Plan. The Board also approved amendments to the LTIP of a housekeeping nature, which according to the terms of the LTIP do not require shareholder approval. A copy of the LTIP is included in Appendix C to this Circular. The TSX has conditionally approved the proposed LTIP common share reserve increase, subject to the receipt of shareholder approval.

At the Meeting shareholders will be asked to approve the Proposed Amendment by considering and voting on the following amended LTIP resolution, and unless instructed **otherwise, the persons named in the enclosed form of proxy will vote FOR the approval of the following amended LTIP resolution:**

**"BE IT RESOLVED**

The Proposed Amendment to the LTIP as described in the Circular is hereby authorized and approved whereby the number of common shares of the Company reserved for issuance under the LTIP shall be increased by 10,000,000 common shares, from 18,256,682 to 28,256,682 common shares, subject to final acceptance by the TSX;

any one director or officer of the Company is hereby authorized and directed to do all such acts and things and to execute and deliver, under the corporate seal of the Company or otherwise, all such deeds, documents, instruments and assurances as in his or her opinion may be necessary or desirable to give effect to the foregoing resolutions."

**BUSINESS OF THE ANNUAL GENERAL MEETING - CONTINUED****5. Elect Seven (7) Directors**

The Board is currently comprised of seven directors. At the Meeting, you will be given the opportunity to vote for the re-election of the following seven (7) nominees recommended by the Company ("Proposed Directors") to hold office until the termination of the next annual meeting of shareholders:

**1.**  
Andrew D. Bartlett

**2.**  
John H. Craig

**3.**  
Ian Gibbs

**4.**  
Gary Guidry

**5.**  
Keith C. Hill

**6.**  
Erin Johnston

**7.**  
Kimberly Wood

Management believes that the Proposed Directors can serve as directors of the Company. **Unless otherwise instructed, the named proxyholders will vote FOR the election of the Proposed Directors.**

**MAJORITY VOTING**

The Company's majority voting policy provides that the Chair of the Board will ensure that the number of shares voted in favour or withheld from voting for each director nominee is recorded and promptly made public after the meeting. If any nominee for director receives, from the shares voted at the meeting in person or by proxy, a greater number of shares withheld than shares voted in favour of their election, the director must immediately tender their resignation to the Chair of the Board following the meeting, to take effect upon acceptance by the Board. The Corporate Governance and Nominating Committee shall expeditiously consider the director's offer to resign and make a recommendation to the Board whether to accept the offer. Within 90 days of the shareholders' meeting, the Board will make a final decision concerning the acceptance of the director's resignation and announce that decision by way of a news release. Any director who tenders their resignation will not participate in the deliberations of the Board or any of its committees pertaining to the resignation. The policy applies only to uncontested elections, where the number of nominees as directors is equal to the number of directors to be elected. If the director fails to tender their resignation as contemplated in the policy, the Board shall not re-nominate the director. Subject to any corporate law restrictions, where the Board accepts the offer of resignation of a director and that director resigns, the Board may exercise its discretion with respect to the resulting vacancy and may, without limitation, leave the resultant vacancy unfilled until the next annual meeting of shareholders, fill the vacancy through the appointment of a new director whom the Board considers to merit the confidence of the shareholders, or call a special meeting of shareholders to elect a new nominee to fill the vacant position.

**ADVANCE NOTICE**

The Company's Articles include an advance notice requirement for the nomination of directors. Advance notice facilitates an orderly meeting, and it allows shareholders to receive prior information about the matters to be voted upon at the meeting. If you are interested in nominating someone to the Board, you must have given timely notice in proper written form, within the time periods prescribed by the Company's Articles, to the Corporate Secretary of the Company. The Company did not receive any such nomination in connection with this Meeting.

**DIRECTOR NOMINEES**

Management's nominees to the Board are named in the following tables. The tables below provide you with information about each nominated director, including their holdings in the Company, and their principal occupations during the last five years. Each of the Proposed Directors are independent except for Mr. Hill, who is the Company's President and Chief Executive Officer, and Mr. Gibbs, who was the Company's Chief Financial Officer until 2019.

**BUSINESS OF THE ANNUAL GENERAL MEETING - CONTINUED****John H. Craig**

Ontario, Canada

Chair of the Board

**Director since:** 2009  
Independent Director**Common Shares:** 363,424**2021 Board and Committee Meeting Attendance Record:** 100%

Mr. Craig is the Chair of the Board and has been since 2016. He serves as senior counsel in the Mining Group at Cassels, where he was a partner until 2016 practicing in the area of securities law with an emphasis on resource companies. Mr. Craig has extensive experience in capital raising, public and private mergers and acquisitions and negotiating international mining and oil and gas related concession, joint venture, operation and farm-in agreements. Mr. Craig received his Bachelor of Arts (Economics) and Bachelor of Laws from the University of Western Ontario and was admitted to the bar in 1973. Mr. Craig has served as a director on the boards of several public resource companies.

**Africa Oil Committees:**

Corporate Governance and Nominating Audit

**Additional Public Directorships:**

Corsa Coal Corp. (TSX-V)

**Keith C. Hill**

London, United Kingdom

President &amp; Chief Executive Officer

**Director since:** 2006  
Non-Independent Director**Common Shares:** 1,669,288**2021 Board and Committee Meeting Attendance Record:** 100%

Mr. Hill has been the Company's President and Chief Executive Officer since 2009. He was the former Chair of the Board from 2009 until 2016. Mr. Hill has over 30 years of experience in the oil industry and has previously served as President of each of Valkyries Petroleum Corp., BlackPearl Resources Inc. and ShaMaran Petroleum Corp. Prior to that, Mr. Hill's experience included international new venture management and senior exploration positions at Occidental Petroleum Corp. and Shell Oil Company. His education includes a Master of Science degree in Geology and Bachelor of Science degree in Geophysics from Michigan State University as well as an MBA from the University of St. Thomas in Houston.

**Africa Oil Committees:**

Reserves

**Additional Public Directorships:**Africa Energy Corp.<sup>(1)</sup> (TSX-V, Nasdaq First North Growth Market Stockholm)Eco (Atlantic) Oil & Gas Ltd.<sup>(2)</sup> (TSX, LSE)

ShaMaran Petroleum Corp. - Chair (TSX-V, Nasdaq First North Growth Market Stockholm)

TAG Oil Ltd. (TSX)

1. The Company owns approximately 19.8% of the issued and outstanding shares of Africa Energy Corp.
2. The Company owns approximately 19.9% of the issued and outstanding shares of Eco (Atlantic) Oil & Gas Ltd.

**BUSINESS OF THE ANNUAL GENERAL MEETING - CONTINUED****Andrew D. Bartlett**

London, United Kingdom

**Director since:** 2015

Independent Director

**Common Shares:** 525,836**2021 Board and Committee Meeting Attendance Record:** 100%

Mr. Bartlett has been an Oil and Gas Advisor with Helios Investment Partners since 2011. He has over 35 years of experience in the oil and gas industry. Mr. Bartlett was both the Global Head of Oil and Gas Project Finance and Global Head of Oil and Gas Mergers and Acquisitions at Standard Chartered Bank until July 2011 when he joined Helios Investment Partners. In the period 1998 to 2001, prior to going into investment banking, he helped to establish Shell Capital, a private equity/mezzanine debt group set up by Shell to finance small producers in emerging markets. Prior to joining Shell Capital, Mr. Bartlett worked for Shell as a Petroleum Engineer and Development Manager where he gained extensive experience in developing and operating oil and gas fields. His postings included the North Sea, Netherlands, Somalia, New Zealand and Syria.

**Africa Oil Committees:**

Audit (Chair)

Compensation

Corporate Governance and Nominating

Environmental Social Governance and Health and Safety

Reserves

**Additional Public Directorships:**

Energean plc (LSE, FTSE 250, TASE, TA-35 Index)

**Ian Gibbs**

British Columbia, Canada

**Director since:** 2019

Non-Independent Director

**Common Shares:** 1,082,695**2021 Board and Committee Meeting Attendance Record:** 100%

Mr. Gibbs currently serves as CFO of Josemaria Resources Inc. (TSX and Nasdaq Stockholm), a Canadian public company which owns a copper-gold project in Argentina. Previously, Mr. Gibbs was CFO of Africa Oil Corp. until October 2019. Mr. Gibbs has also served as CFO of Tanganyika Oil Company Ltd. and Valkyries Petroleum Corp. Mr. Gibbs is a Canadian Chartered Professional Accountant and a graduate of the University of Calgary where he obtained a Bachelor of Commerce degree.

**Additional Public Directorships:**

Africa Energy Corp. (TSX-V, Nasdaq First North Growth Market Stockholm)

Lundin Gold Inc. (TSX, Nasdaq Stockholm)

**BUSINESS OF THE ANNUAL GENERAL MEETING - CONTINUED****Gary S. Guidry**

Alberta, Canada

**Director since:** 2008  
Independent Director**Common Shares:** 307,800**2021 Board and Committee Meeting Attendance Record:**

Board: 93%\*

Audit: 89%\*

Compensation Committee: 100%

Reserves: 100%

Mr. Guidry has been the President and Chief Executive Officer of Gran Tierra Energy Inc., a company focused on oil and gas exploration and production in Colombia, since 2015. Mr. Guidry is a former Chief Executive Officer of Caracal Energy Inc. from 2011 to 2014. Mr. Guidry has also served as President and CEO of Orion Oil & Gas Corp., Tanganyika Oil Company Ltd., and Calpine Natural Gas Trust. He is a former director of Zodiac Exploration Corp., and TransGlobe Energy Corp. Mr. Guidry has directed exploration and production operations in Yemen, Syria and Egypt and has worked for oil and gas companies around the world in the U.S., Colombia, Ecuador, Venezuela, Argentina, and Oman. Mr. Guidry is an Alberta-registered professional engineer (P. Eng.) and holds a B.Sc. in petroleum engineering from Texas A&M University.

**Africa Oil Committees:**

Audit

Compensation (Chair)

Reserves (Chair)

**Additional Public Directorships:**

Gran Tierra Energy Inc. (NYSE, TSX)

PetroTal Corp. (formerly Sterling Resources Ltd.)(TSXV, AIM)

\*Mr. Guidry was unable to attend one Board meeting and one Audit Committee meeting, held on the same date, due to a prior travel conflict

**BUSINESS OF THE ANNUAL GENERAL MEETING - CONTINUED****Erin Johnston**

British Columbia, Canada

**Director since:** 2019  
Independent Director**Common Shares:** Nil**2021 Board and Committee Meeting Attendance Record:** 100%

Ms. Johnston serves as Managing Director of Lundin Foundation, a Canadian not-for profit organization that develops market-based programs to maximize benefits to communities surrounding resource operations. In her role as Managing Director, she advises on ESG issues to reduce non-technical risks of resource development projects, and engages with stakeholders on ESG issues, including host governments and local communities. Ms. Johnston brings over 15 years of experience in the private sector leading capacity building and resource governance projects in Latin America, Asia, and Africa. Ms. Johnston began working in the oil and gas industry in 2009 through a multi-stakeholder environmental monitoring program with 15 companies in the oil sands of Northern Alberta. She was the former Director of Training Investment responsible for British Columbia's annual investment in education and skills training. Ms. Johnston has a Master of Arts in International Leadership from Simon Fraser University and an Executive Leadership Certificate from the UBC Sauder School of Business and an Advanced Climate Disclosure Certificate.

**Africa Oil Committees:**

Corporate Governance & Nominating  
Environmental Social Governance and Health and Safety (Chair)

**Additional Public Directorships:**

Filo Mining Corp. (TSX-V, Nasdaq First North Growth Market, OTCQX)

**Kimberley Wood**

London, United Kingdom

**Director Since:** 2018  
Independent Director**Common Shares:** 95,238**2021 Board and Committee Meeting Attendance Record:** 100%

Ms. Wood is a legal professional with over 20 years' experience and a specialist in M&A and the energy sector. She was Head of Oil and Gas for Europe and the Middle East at Norton Rose Fulbright LLP and remains a senior consultant for the firm. Throughout her career she has advised a wide range of companies in the sector, from small independents through to super-majors.

Ms. Wood was a partner at Vinson & Elkins LLP from February 2011 to April 2015 and was previously at Dewey & LeBoeuf LLP. She is included in Who's Who Legal Energy 2021 and as an expert in Energy and Natural Resources by Euromoney's Expert Guide, Women in Business Law (2021 Edition).

Ms. Wood is currently a Non-Executive Director of Energean plc, Gulf Keystone Petroleum Limited and Valeura Energy Inc. She is Chair of the Remuneration Committee for Energean plc and Gulf Keystone Petroleum Limited and Chair of the Governance and Compensation Committee for Valeura Energy Inc. Ms Wood is also the European Liaison Forum Officer for the Oil & Gas Law Committee of the International Bar Association (IBA)

**Africa Oil Committees:**

Compensation  
Corporate Governance and Nominating Committee (Chair)  
Environmental Social Governance and Health and Safety

**Additional Public Directorships:**

Energean plc (LSE, TASE)  
Gulf Keystone Petroleum Limited (LSE)  
Valeura Energy Inc. (TSX, LSE)

**BUSINESS OF THE ANNUAL GENERAL MEETING - CONTINUED****CEASE TRADE ORDERS, BANKRUPTCIES, PENALTIES, OR SANCTIONS**

Other than as disclosed below, no proposed director of the Company is, as at the date of the Circular, or has within the ten (10) years before the date of the Circular, been a director, chief executive officer, or chief financial officer of any company (including Africa Oil) that: (i) was subject of a cease trade order or similar order, or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than thirty (30) consecutive days that was issued (A) while the proposed director was acting in such capacity as a director, chief executive officer, or chief financial officer; or (B) after that individual ceased to be a director, chief executive officer, or chief financial officer and which resulted from an event that occurred while that person was acting in that capacity; or (ii) 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 (A) while that proposed director was acting in that capacity, or (B) within a year of that person ceasing to act in that capacity.

Other than as disclosed below, no proposed director a) has, within the ten (10) years before the date of the Circular, 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 their assets; or b) is, or has been, subject to any penalties or sanctions (A) imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or (B) 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.

Mr. John Craig was a director of Sirocco Mining Inc. until November 8, 2013. On October 13, 2014, RB Energy Inc., a successor company to Sirocco Mining Inc., filed for protection under the *Companies' Creditors Arrangement Act*. Although John Craig was never a director, officer or insider of RB Energy Inc., he was a director of Sirocco Mining Inc. within the 12-month period prior to RB Energy filing under the *Companies' Creditors Arrangement Act*.

# CORPORATE GOVERNANCE

The Company is committed to strong corporate governance practices. The Board believes good corporate governance strengthens decision making and accountability, that ultimately improves the Company’s performance and investor confidence. The following describes the Company’s current corporate governance practices. With the assistance of the Company’s Corporate Governance and Nominating Committee, the Board continually reviews its corporate governance practices, as well as ongoing developments in corporate governance in order to determine if additional steps are required to improve its corporate governance practices in light of its stage of development and evolving best practices and regulatory guidance.

## HOW AFRICA OIL SELECTS ITS BOARD MEMBERS

### Experience and Skills Assessment

The Corporate Governance and Nominating Committee is responsible for identifying individuals qualified to become new Board members and recommending to the Board the director nominees for each annual meeting of shareholders. In identifying possible nominees to the Board, the Corporate Governance and Nominating Committee considers the competencies and skills necessary for the Board as a whole, the skills of existing directors and the competencies and skills each new nominee will bring to the Board, as well as whether or not each nominee will devote sufficient time and resources to the Board. The Corporate Governance and Nominating Committee also annually reviews and makes recommendations to the Board with respect to: (i) the size and composition of the Board; (ii) the appropriateness of the committees of the Board; and (iii) the effectiveness and contribution of the Board, its committees and individual directors, having reference to their respective mandates, charters and position descriptions.

The table below summarizes the mix of skills and experience and knowledge of the current members of the Board based on information provided by each director.

|                                    | Bartlett | Craig | Gibbs | Guidry | Hill | Johnston | Wood |
|------------------------------------|----------|-------|-------|--------|------|----------|------|
| Industry Knowledge                 | ✓        | ✓     | ✓     | ✓      | ✓    | ✓        | ✓    |
| Environmental/Social               | ✓        | ✓     |       | ✓      | ✓    | ✓        | ✓    |
| Financial/Audit and Risk           | ✓        | ✓     | ✓     | ✓      | ✓    | ✓        | ✓    |
| Health and Safety                  | ✓        | ✓     | ✓     | ✓      | ✓    | ✓        |      |
| International Markets              | ✓        | ✓     | ✓     | ✓      | ✓    | ✓        | ✓    |
| Legal/Public Policy                | ✓        | ✓     | ✓     | ✓      | ✓    | ✓        | ✓    |
| M&A/Capital Markets                | ✓        | ✓     | ✓     | ✓      | ✓    |          | ✓    |
| Senior Executive                   | ✓        |       | ✓     | ✓      | ✓    | ✓        | ✓    |
| Technical, Engineering, Operations | ✓        | ✓     |       | ✓      | ✓    |          |      |
| Corporate Governance               | ✓        | ✓     | ✓     | ✓      | ✓    | ✓        | ✓    |



**CORPRATE GOVERNANCE - CONTINUED****Diversity**

Effective corporate governance requires a board to have a diverse composition of skills, knowledge and experience. The Company recognizes the importance of diversity, and the benefits of having a board and executive officers with varying characteristics including, but not limited to, religious and political beliefs, gender, ethnicity, education, socioeconomic background, sexual orientation and geographic location, as diversity supports balanced debate and maximizes the effectiveness of the decision-making of the Board and at senior management levels. The Board has a Diversity Policy. This policy formalizes Africa Oil's commitment to promote diversity, on the Company's Board and in Executive Officer positions. The table below shows the data regarding the number of women on the Company's Board and in executive officer positions.

**Women on Boards and in Executive Officer Positions**

|                                      | 2021   |       |
|--------------------------------------|--------|-------|
|                                      | Number | %     |
| Women on board of directors          | 2      | 28.6% |
| Women in executive officer positions | 1      | 16.7% |

Measures taken to ensure the Diversity Policy is effectively implemented include the commitment imposed on the Corporate Governance and Nominating Committee to actively seek out highly qualified individuals to include in the pool from which new board nominees are evaluated and chosen. This commitment is documented in the "Guidelines for the Composition of Africa Oil's Board" as found in the Mandate of the Corporate Governance and Nominating Committee and approved by the Board.

With regard to a diversity objective for executive officer positions and senior management positions, the Corporate Governance and Nominating Committee did not recommend a specific target be set. The Board agrees that such appointments should be reviewed with the level of representation of women in executive officer positions in mind and, consistent with the Diversity Policy, that management of the Company, as part of the hiring process of such positions: (i) actively seek out potential women, people with disabilities, members of the LGBTQ+ community, and people who are black, indigenous, or people of colour having the necessary skills, knowledge and experience to evaluate as potential candidates; and (ii) appointments be made based on a balance of criteria, including the merit, and experience of the candidate diversity will be considered favourably.

**Targets**

Pursuant to the Diversity Policy, the Corporate Governance and Nominating Committee is mandated to discuss targets for promoting diversity and make recommendations to the Board. While the Board and Corporate Governance and Nominating Committee have not adopted any formal quotas or targets specifically addressing the level of representation of women on its board or in executive officer positions, it is committed to advancing women, and other individuals representing a diversity of backgrounds, into leadership roles through its talent management, learning development, and succession planning processes.

|                             | Target |     | Specific date for achievement of target | Progress in Achieving Target |
|-----------------------------|--------|-----|---|------------------------------|
|                             | Number | %   |   |                              |
| Board of Directors          | N/A    | N/A | N/A                                     | N/A                          |
| Executive Officer Positions | N/A    | N/A | N/A                                     | N/A                          |

**Board Renewal and Succession**

The Corporate Governance and Nominating Committee is responsible for the Company's board refreshment and succession planning. While the board has not adopted any age limits and tenure limits for the Company's directors, the board has adopted the other mechanisms for board renewal as noted in the table below.

| Director Term Limits |              | Other Mechanisms for Board Renewal   |
|----------------------|--------------|--|
| Age Limit            | Tenure Limit | <ul style="list-style-type: none"> <li>• Director evaluations</li> <li>• Director self-assessments</li> <li>• Board skills matrices and gap assessments</li> </ul> |
| No                   | No           |  |

In 2021, the Company adopted a Succession Policy for the Company's Chief Executive Officer and the Chief Financial Officer to assist the Company in preparing for changes in leadership. The Succession Policy includes transition and succession plans for transitions that are planned or unplanned.

## CORPORATE GOVERNANCE - CONTINUED

### INDEPENDENCE

The Corporate Governance and Nominating Committee and the Board reviews each directors' independence upon their nomination and appointment, and also on an annual basis, using the standards of the Canadian Securities Administrators in NI 52-110 and the National Policy 58-201 *Corporate Governance Guideline*. This is in an attempt to have the Company's Board be accountable and perform effectively and transparently.

The majority of Africa Oil's current directors and its director nominees are independent for the purposes of Board membership. In addition, the Board is led by Mr. John Craig, who is an independent director. Mr. Ian Gibbs, and Mr. Keith Hill are the only directors that are not considered independent. As a former CFO within the last three years, Mr. Gibbs cannot be regarded as independent under the corporate governance guidelines. Mr. Hill is not considered independent by virtue of his role as President & Chief Executive Officer of the Company.

The Board has functioned and is of the view that it can continue to function, independently of management, as required. At each meeting of the Board, Audit or Compensation Committee, a determination is made as to whether an in-camera session, without management present, is required.

### Interlocks

An 'interlock' refers to two or more of the Company's directors who sit together on the board of directors of another reporting issuer. Mr. Gibbs and Mr. Hill are each directors of Africa Energy Corp., and Mr. Bartlett and Ms. Wood are both directors of Energean plc. The Board has determined that, in its judgment, the interlocks do not adversely impact the independence of these directors or the ability of these directors to act in the best interests of the Company.

### ORIENTATION AND CONTINUING EDUCATION

#### Orientation

Once a new Board member is welcomed to the Company, they are provided with the orientation and education program as developed by the Corporate Governance and Nominating Committee. The measures that the Board takes in connection with orienting new board members regarding the role of the Board, its directors, the committees of the Board and the nature and operation of the Company's business include providing each new member with information concerning the role and responsibilities of a public company director and discussing with new members the Company's operations. New directors are also provided the opportunity to meet with management of the Company. As each director has a different set of skills and professional background, the Board seeks to tailor the orientation of new members according to the needs and experience of each new director.

#### Director Education

The Company encourages continued education for its directors. The Board ensures that all directors are kept apprised of changes in the Company's operations and business and changes in the regulatory environment, environmental social governance and health and safety and corporate governance trends. The Company arranges for industry experts to provide status updates and education. Board members may also attend external education seminars, at the Company's expense, that they determine necessary to keep themselves up-to-date with current issues relevant to their services as directors of the Company. In addition, the Company occasionally has third-parties and other service providers attend meetings to present industry trends and education sessions to the Board. In 2021, a main area of focus included a third-party presentation to the Board on emissions offsetting.

#### Mandate of the Board

The Board has a formal mandate (See Appendix A) that lists specific responsibilities, including:

- Approve the strategic direction of the Company;
- Identify principal risks of the Company's business and ensure implementation of appropriate risk management systems;
- Ensure the Company has management of the highest caliber; and
- Oversee the Company's methods of communication with its shareholders and the public generally.

In addition, the Board holds face-to-face, in person, strategy sessions at least once per year. During 2021, the Board did not meet in-person due to the ongoing risks associated with the COVID-19 pandemic. The Board discharges its responsibilities either directly or through its committees. Each committee has a written charter which governs the conduct of such committee.

### BOARD COMMITTEES

#### Audit Committee

The Company's Audit Committee is comprised of three directors, namely Mr. Andrew Bartlett (Chair), Mr. Gary Guidry and Mr. John Craig. Each member of the Audit Committee is independent of the Board and financially literate, as those terms are defined in NI 52-110 and has the requisite education and experience for the performance of their duties as a member of the Company's Audit Committee. In addition, Mr. Bartlett and Mr. Guidry have Chief Executive Officer experience overseeing such functions as senior executive officers. The Audit Committee meets at least once quarterly. In 2021, the Audit Committee met nine times.

The Audit Committee oversees the accounting and financial reporting processes of the Company and its subsidiaries and all audits and external reviews of the financial statements of the Company on behalf of the Board, and has general responsibility for oversight of internal controls, accounting and auditing activities of the Company and its subsidiaries. All auditing services and non-audit services to

## CORPRATE GOVERNANCE - CONTINUED

be provided to the Company by the Company's auditors are pre-approved by the Audit Committee.

The Audit Committee is responsible for examining all financial information, including annual and quarterly financial statements, prepared for securities commissions and similar regulatory bodies prior to filing or delivery of the same. The Audit Committee also examines the Company's Annual Information Form. The Audit Committee also oversees the annual audit process, quarterly review engagements, the Company's internal accounting controls, the Code of Business Conduct and Ethics, any complaints and concerns regarding accounting, internal controls or auditing matters and the resolution of issues identified by the Company's external auditors. The Audit Committee recommends to the Board the firm of independent auditors to be nominated for appointment by the shareholders and the compensation of the auditors.

As required by NI 52-110, information about the Company's Audit Committee is provided in the Company's most recent AIF under "Audit Committee". The AIF may be obtained from the Company's disclosure documents available on the Company's website at [www.africaoilcorp.com](http://www.africaoilcorp.com) and on the SEDAR website at [www.sedar.com](http://www.sedar.com).

### Compensation Committee

The Compensation Committee consists of three directors, namely, Mr. Gary Guidry (Chair), Ms. Kimberley Wood and Mr. Andrew Bartlett, all of whom are independent as that term is defined in NI 52-110. All members of the Compensation Committee have direct experience which is relevant to their responsibilities as Compensation Committee members. All members have a good financial understanding which allows them to assess the costs versus benefits of compensation plans. The members' combined experience in the resource sector provides them with an understanding of the Company's success factors and risks, which is very important when determining metrics for measuring success.

The Compensation Committee's mandate includes reviewing and making recommendations to the Board in respect of compensation matters relating to the Company's executives which are identified in the "Summary Compensation Table" below. The Compensation Committee is responsible for:

- evaluating the CEO and the CFO's performance and establishing executive and senior officer compensation;
- administering the Company's policy on remuneration;
- preparing the Board for decisions on matters relating to the principles of remuneration, and other terms of employment of the executive management;
- monitoring and evaluating programs for variable remuneration for the executive management and the current remuneration structures and levels within the Company, including the extent and level of participation in incentive programs, in conjunction with the Board; and
- delivering an annual statement on executive compensation.

The Compensation Committee has also been mandated to review the adequacy and form of annual compensation for non-executive directors to ensure that such compensation realistically reflects the responsibilities and risks involved in being an effective director. The Compensation Committee meets at least once annually.

### Corporate Governance and Nominating Committee

The Board's Corporate Governance and Nominating Committee is comprised of Ms. Kim Wood (Chair), Ms. Erin Johnston, Mr. John Craig, and Mr. Andrew Bartlett, each of whom is independent as that term is defined in NI 52-110.

The Corporate Governance and Nominating Committee is responsible for developing and monitoring the Company's approach to corporate governance issues. The Committee oversees the effective functioning of the Board, oversees the relationship between the Board and management, and has the responsibility to take initiatives to ensure that the Board can function independently of management including, without limitation, recommending to the Board mechanisms, including the appointment of a committee of directors independent of management, to allow directors who are independent of management an opportunity to discuss the Company's affairs in the absence of management.

The roles and responsibilities of the Corporate Governance and Nominating Committee include the following:

- identify, review the qualifications of, and recommend to the Board possible nominees for the Board;
- assess directors on an ongoing basis and oversee the effective functioning of the Board, including the orientation and education of new recruits to the Board;
- assess the Board's committee structure on an ongoing basis and recommend changes where appropriate;
- oversee the relationship between management and the Board and recommend improvements to such relationship;
- review the size and composition of the Board and committee structure;
- review the appropriateness of the terms of the mandate and responsibilities of the Board and the charters, mandates and responsibilities of each of the committees; and
- undertake such other initiatives as are needed to assist the Board in providing efficient and effective corporate governance for the benefit of shareholders.

The Corporate Governance and Nominating Committee of the Board may engage an outside consultant to assist in identifying qualified candidates for the Board. The nominees for directors are initially considered and recommended by the Corporate Governance and Nominating Committee of the Board, approved by the entire Board and appointed by the Company or elected by shareholders, as required.

The Corporate Governance and Nominating Committee meet at least once annually.

## CORPORATE GOVERNANCE - CONTINUED

### Environmental Social Governance, and Health and Safety Committee

The ESGHSC is comprised of Ms. Erin Johnston (Chair), Ms. Kimberley Wood, and Mr. Andrew Bartlett, each of whom is independent as that term is defined in NI 52-110.

The ESGHSC is responsible for assisting the Board with reviewing the Company's performance with respect to environmental social governance, and health and safety matters, including the Board's oversight of the Company's climate-related risks and opportunities. The roles and responsibilities of the ESGHSC include reviewing and providing recommendations to the Board on the following:

- performance of the Company related to environmental, social, governance, and health and safety;
- climate change, environmental, social governance, and health and safety risks;
- provide oversight for the company's strategy and approach to responding to climate-related risks and opportunities;
- compliance with environmental, social, governance, and health and safety legal and regulatory requirements;
- external environmental, social, governance, climate change and health and safety reporting disclosures, including reviewing the Company's approach to climate-related risks and opportunities; and
- the Company's strategy to address environmental, social, governance, and health and safety trends, future regulations and decisions that could impact the performance of the Company, including the Company's strategy and response to climate-related risks and opportunities.

A senior officer of the Company, appointed by the CEO acts as an advisor to the ESGHSC in assessing and managing the Company's climate-related risks and opportunities. The ESGHSC of the Board may engage an independent environmental consultant to assist in carrying out its duties. The ESGHSC meets at least once per quarter.

### Reserves Committee

The Company has a standing Reserves Committee that is comprised of a majority of independent directors. The current Reserves Committee members are Mr. Gary Guidry (Chair), Mr. Keith Hill, and Mr. Andrew Bartlett. The Reserves Committee is responsible for developing the Company's approach to the reporting of oil and gas resources and/or reserves and the valuation of those resources/reserves. The Reserves Committee meets at least once annually.

## CHAIR OF THE BOARD AND CHIEF EXECUTIVE OFFICER ROLES

### Chair of the Board

The Chair of the Board, Mr. John H. Craig, is responsible for the Board administration with the support and assistance of the CEO and other senior management at Africa Oil. These responsibilities include, but are not limited to, presiding as Chair of all meetings of the Board, setting the meeting agenda, and ensuring the Board is organized properly and meets its obligations and responsibilities. The Chair is also responsible for ensuring the Board has a strategic focus and represents the best interests of the Company, acting as the liaison between the Board and the CEO as well as other members of management when required, and ensuring the Board is operating effectively. The Chair represents Africa Oil, at the request of the CEO, to shareholders and external stakeholders and acts as the primary spokesperson for the Board. The Chair and the CEO work together to ensure that all matters of importance are brought to the Board's attention in a timely manner to allow for fulsome discussions of critical issues.

### Chief Executive Officer

The Chief Executive Officer, Mr. Keith C. Hill, is responsible for directly overseeing the day-to-day operations of Africa Oil. The CEO is the leader of an effective and cohesive management team and sets the tone for management by exemplifying values of performance in enhancing shareholder value and advancing the direction of Africa Oil, consistently forwarding the Company's vision and strategy and bearing the chief responsibility of ensuring that Africa Oil meets its short-term operational and long-term strategic goals. The CEO works with, and is accountable to, the Board.

## BOARD ASSESSMENTS

The Corporate Governance and Nominating Committee oversees a process to self-assess Board effectiveness. This assessment questions directors on various company matters and board performance including their level of satisfaction with the functioning of the Board as a whole, its interaction with management and the performance of the standing committees of the Board. Board members conduct peer reviews and a self-assessment regarding their effectiveness as a Board member as part of this assessment process. To ensure the assessment process is candid, the individual assessments are returned on a confidential basis to the Chair of the Corporate Governance and Nominating Committee with a copy to the Corporate Secretary. The results are compiled for the Corporate Governance and Nominating Committee. The Corporate Governance and Nominating Committee reviews and discusses the results and makes recommendations to the Board regarding any action that may be deemed necessary or advisable to ensure the Board continues to function effectively and adequately perform its mandate. The Board aims for a 100% compliance rate for completion of the assessment by directors, which was achieved this year. Following the assessment process held in Q1 of 2022, the directors concluded that the Board and the Board Committees function effectively.

## ETHICAL BUSINESS CONDUCT

### Code of Business Conduct and Ethics

The Board oversees compliance with the company's Code of Business Conduct and Ethics through the Audit Committee, which monitors compliance with the Code. It is the responsibility of all directors, officers, and employees to report promptly any compliance matters or actual or potential compliance concerns or infractions to the Chair of the Audit Committee. Following the receipt of any complaints submitted hereunder, the Company's legal counsel will investigate each matter so reported and report to the Board, which will take corrective disciplinary actions, if appropriate, up to and including termination of employment of those violating laws, rules, regulations or the Code.

The Company does not tolerate any retaliation for reports or complaints regarding suspected violations of the Code that were made in good faith. There has been no departure from the Code during the Company's most recently completed financial year. All directors, officers and employees have an obligation to act in the best interest of the Company. Any situation that presents an actual or potential conflict between a director, officer or employee's personal interest and the interests of the Company are to be reported to the Company's legal counsel. The Code is available on the Company's website at [www.africaoilcorp.com](http://www.africaoilcorp.com).

### Whistleblower Policy

The Company has a Whistleblower Policy to encourage employees, officers and directors to raise concerns regarding accounting, internal controls or auditing matters, on a confidential basis free from discrimination, retaliation or harassment. The aims of the Whistleblower Policy are as follows:

- a. to encourage company representatives to report actual or suspected wrongdoing as soon as possible.
- b. to provide company representatives with guidance as to how to report actual or suspected wrongdoing, and how such reports will be reviewed and/or investigated; and
- c. to reassure company representatives that they will not be retaliated against for reporting wrongdoing in good faith pursuant to the Whistleblower Policy (even if they turn out to be mistaken).

The Company has a Whistleblowing hotline and online reporting system, for individuals to report in concerns in various languages, including English, French, and Kiswahili. The Whistleblower Policy is available on the Company's website at [www.africaoilcorp.com](http://www.africaoilcorp.com). The Company did not receive any reported concerns in 2021.

### Anti-Corruption Policy

The Company has an Anti-Corruption Policy with the intention of ensuring that the Company's business is conducted in a manner that does not violate the anti-corruption laws of Canada, and any other country in which the Company does business or has a presence. The Company's directors and personnel are required to read the Anti-Corruption Policy when they join the Company, and they must acknowledge that they understand the Anti-Corruption Policy and attest to their compliance on an annual basis. In addition, the Company provides annual on-line training on anti-bribery and anti-corruption to its directors and personnel. The annual training modules review key Canadian, US, and UK anti-bribery and corruption laws and provides basics on how to comply by providing practical situations within the training modules for the Company's directors and personnel. In addition to the policy, and the annual anti-corruption training module, the Company has an anti-corruption compliance and onboarding program for anyone that does business with the Company. The Anti-Corruption Policy is available on the Company's website at [www.africaoilcorp.com](http://www.africaoilcorp.com).

## CORPRATE GOVERNANCE - CONTINUED

# DIRECTOR COMPENSATION

## ANNUAL RETAINER

The Compensation Committee has structured the Company's director compensation program to attract and retain directors with a diverse range of relevant skills and knowledge and the ability to carry out the Board's mandate successfully. Each director is entitled to an annual retainer as provided in the chart below. John Craig, as Chair of the Board, is entitled to an additional annual retainer to reflect his added level of responsibility. This flat fee structure aligns with the ongoing nature of the Board's contributions responsibility and liability for overseeing Africa Oil's international operations and global shareholder base.

| Component              | Director Compensation (CAD\$) | Board Chair Additional Retainer (CAD\$) |
|------------------------|-------------------------------|---|
| Cash Retainer          | 60,000                        | 20,000                                  |
| Equity Retainer (RSUs) | 120,000                       | 30,000                                  |

## COMMITTEE FEES

NE Directors serving on a board committee in 2022 are entitled to an additional cash retainer of CAD\$5,000 per membership, and committee chairs are additionally entitled to the following retainers:

| Committee  | Chair Retainer (CAD\$) |
|--|------------------------|
| Audit Committee  | 12,500                 |
| Compensation Committee   | 7,500                  |
| Corporate Governance & Nominating Committee                      | 7,500                  |
| Environmental Social Governance, and Health and Safety Committee | 7,500                  |
| Reserves Committee   | 7,500                  |

## LONG-TERM INCENTIVE PLAN

The Company does not grant option awards to NE Directors of Africa Oil. We believe that, given the NE Director's role of corporate oversight at Africa Oil, granting RSUs in accordance with the LTIP is better suited to building long-term ownership at the NE Director level. Under the LTIP, RSUs track the value of our common shares. RSUs granted to NE Director vest on the third anniversary of the date of grant, at which time they are settled in cash, shares, or a combination of cash and shares at the Compensation Committee's and Board's discretion.

## ANTICIPATED 2022 DIRECTOR FEES

The table below shows the anticipated annual compensation for our NE Directors in 2022, based on the compensation program approved by the Board, and the Compensation Committee as of the Record Date.

| Name            | Cash Retainer (CAD\$) | Committee Chair/Member Fees (CAD\$) | Total Cash Retainer (CAD\$) | Equity Retainer (CAD\$) | Total (CAD\$) |
|-----------------|-----------------------|-------------------------------------|-----------------------------|-------------------------|---------------|
| Andrew Bartlett | 60,000                | 32,500                              | 92,500                      | 120,000                 | 212,500       |
| John Craig      | 80,000                | 10,000                              | 90,000                      | 150,000                 | 240,000       |
| Ian Gibbs       | 60,000                | Nil                                 | 60,000                      | 120,000                 | 180,000       |
| Gary Guidry     | 60,000                | 20,000                              | 80,000                      | 120,000                 | 200,000       |
| Erin Johnson    | 60,000                | 12,500                              | 72,500                      | 120,000                 | 192,500       |
| Kimberley Wood  | 60,000                | 17,500                              | 77,500                      | 120,000                 | 197,500       |

**DIRECTOR COMPENSATION - CONTINUED****FEES EARNED BY DIRECTORS IN 2021**

The total compensation paid to the NE Directors for the year ended December 31, 2021, is shown in the table below. Mr. Keith Hill did not receive any compensation for serving as a director in 2021, since he was compensated as an officer of the Company.

| Name            | Fees Earned/Paid<br>(\$) <sup>(1)</sup> | Share-based awards<br>(\$) <sup>(2)</sup> | Non-equity incentive plan compensation<br>(\$) | All other compensation<br>(\$) | Total<br>(\$) |
|-----------------|---|---|--|--------------------------------|---------------|
| Andrew Bartlett | 74,741                                  | 100,157                                   | Nil  | Nil                            | 174,898       |
| John Craig      | 72,150                                  | 125,197                                   | Nil  | Nil                            | 197,347       |
| Ian Gibbs       | 48,498                                  | 100,157                                   | Nil  | Nil                            | 148,655       |
| Gary Guidry     | 63,821                                  | 100,157                                   | Nil  | Nil                            | 163,979       |
| Erin Johnson    | 57,838                                  | 100,157                                   | Nil  | Nil                            | 157,995       |
| Kimberley Wood  | 61,916                                  | 100,157                                   | Nil  | Nil                            | 162,074       |

1. Fees earned by directors are paid in Canadian dollars and converted to United States dollars for reporting purposes, at an average annual FX rate of 1.25.
2. USD value of RSUs granted in 2021 to NE directors, which vest on the third anniversary of the date of grant, using a share price of CAD\$1.25, at an FX rate of 1.21 on May 17, 2021, being the grant date.

**DIRECTORS' OUTSTANDING SHARE BASED AWARDS**

The table below sets forth, for each of our NE Directors, all share based awards outstanding as at December 31, 2021. The Company's Directors do not receive option-based awards.

**Share-based Awards**

| Name                     | Year | Number of PSUs that have not vested<br>(#) | Market or payout value of PSUs that have not vested<br>(\$) <sup>(1)(2)</sup> | Market or payout value of vested PSUs not paid out or distributed<br>(\$) <sup>(3)</sup> | Number of RSUs that have not vested<br>(#) | Market or payout value of RSUs that have not vested<br>(\$) <sup>(1)(2)</sup> | Market or payout value of vested RSUs not paid out or distributed<br>(\$) <sup>(4)</sup> |
|--------------------------|------|--|---|--|--|---|--|
| Andrew Bartlett          | 2021 | Nil  | Nil   | Nil  | 96,800                                     | 136,671   | Nil  |
|                          | 2020 | Nil  | Nil   | Nil  | 126,300                                    | 178,322   | Nil  |
|                          | 2019 | Nil  | Nil   | Nil  | 108,100                                    | 152,626   | Nil  |
| John Craig               | 2021 | Nil  | Nil   | Nil  | 121,000                                    | 170,839   | Nil  |
|                          | 2020 | Nil  | Nil   | Nil  | 157,900                                    | 222,938   | Nil  |
|                          | 2019 | Nil  | Nil   | Nil  | 135,100                                    | 190,747   | Nil  |
| Ian Gibbs <sup>(5)</sup> | 2021 | Nil  | Nil   | Nil  | 96,800                                     | 136,671   | Nil  |
|                          | 2020 | Nil  | Nil   | Nil  | 126,300                                    | 178,322   | Nil  |
|                          | 2019 | 130,812                                    | 184,693   | Nil  | Nil  | Nil   | Nil  |
| Gary Guidry              | 2021 | Nil  | Nil   | Nil  | 96,800                                     | 136,671   | Nil  |
|                          | 2020 | Nil  | Nil   | Nil  | 126,300                                    | 178,322   | Nil  |
|                          | 2019 | Nil  | Nil   | Nil  | 108,100                                    | 152,626   | Nil  |
| Erin Johnston            | 2021 | Nil  | Nil   | Nil  | 96,800                                     | 136,671   | Nil  |
|                          | 2020 | Nil  | Nil   | Nil  | 126,300                                    | 178,322   | Nil  |
|                          | 2021 | Nil  | Nil   | Nil  | 96,800                                     | 136,671   | Nil  |
| Kimberley Wood           | 2020 | Nil  | Nil   | Nil  | 126,300                                    | 178,322   | Nil  |
|                          | 2021 | Nil  | Nil   | Nil  | 96,800                                     | 136,671   | Nil  |
|                          | 2019 | Nil  | Nil   | Nil  | 108,100                                    | 152,626   | Nil  |

1. Calculated using the closing price of the common shares on the Toronto Stock Exchange on December 31, 2021, of CAD\$1.79.
2. Converted to US\$ using the exchange rate at December 31, 2021, of US\$1.00 = CAD\$1.27.
3. PSUs granted are notional share instruments which track the value of the common shares and are subject to non-market performance conditions related to key strategic, financial and operational milestones. PSUs cliff vest three years from the date of grant, at which time the Board of Directors will assign a performance multiple ranging from nil to two hundred percent to determine the ultimate vested number of PSUs. A one-to-one ratio was used for the purpose of this valuation.
4. RSUs granted to NE Directors vest on the third anniversary of the date of grant and are settled in cash, shares, or a combination of cash and shares.
5. Mr. Gibbs joined the Board on September 3, 2019. He ceased to be CFO on October 14, 2019. Pursuant to a CFO Transition Agreement signed with the Board on August 29, 2019, Ian Gibbs' existing RSUs, including the 2019 RSUs, vested in March 2020 but all RSUs scheduled to vest post-2020 were canceled. PSUs granted to Mr. Gibbs in 2017 vested in 2020. PSUs granted to Mr. Gibbs in 2018, and 22% of his 2019 PSUs will continue to vest according to the LTIP.

**DIRECTOR COMPENSATION - CONTINUED****VALUE OF NON-EMPLOYEE DIRECTORS' EQUITY COMPENSATION VESTED OR EARNED IN 2021**

Under the LTIP, RSUs granted to NE Directors vest on the third anniversary of the date of grant, with the number of shares to be issued being equal to the number of RSUs vested plus any dividends paid. The following RSUs (granted in 2018) vested in 2021:

| Name                          | Share-based awards             | Non-equity incentive plan compensation |
|-------------------------------|--------------------------------|--|
|                               | - Value vested during the year | - Value earned during the year         |
|                               | (\$) <sup>(1)</sup>            | (\$)                                   |
| Andrew Bartlett               | 96,373                         | Nil                                    |
| John H. Craig                 | 120,440                        | Nil                                    |
| Ian Gibbs <sup>(2)</sup>      | 202,220                        | Nil                                    |
| Gary S. Guidry                | 96,373                         | Nil                                    |
| Erin Johnston                 | Nil                            | Nil                                    |
| Kimberley Wood <sup>(3)</sup> | 157,070                        | Nil                                    |

1. This represents the aggregate dollar value realized upon vesting of the RSUs. The RSUs were settled at a share price of CAD \$1.23 per share and are presented in this table in US dollars at an exchange rate of US\$1.00 = CAD\$1.21. No amounts realized upon vesting have been deferred.
2. Mr. Gibbs joined the Board on September 3, 2019. He ceased to be CFO on October 14, 2019. Pursuant to a CFO Transition Agreement signed with the Board on August 29, 2019, Ian Gibbs' existing RSUs that were granted while he maintained an executive position, including his 2019 RSUs, vested in March 2020 and all executive RSUs scheduled to vest post-2020 have been cancelled. PSUs granted in 2017 and 2018, and 22% of 2019 PSUs will continue to vest according to the LTIP. Starting in 2020, Ian Gibbs has been granted RSUs as an NE Director of the Company. The table above includes PSUs that were granted to Mr. Gibbs while he was the CFO of the Company that vested in 2021.
3. Kimberley Wood's RSUs were settled in November 2021 at a share price of CAD \$2.08 per share and are presented in this table in US dollars at an exchange rate of US\$1.00 = CAD\$1.26. No amounts realized upon vesting have been deferred.

**DIRECTOR SHARE OWNERSHIP GUIDELINES AND COMPLIANCE**

The Company has a Share Ownership Policy for NE Directors in order to better align NE Director interests with shareholders. NE Directors must own shares having a value equal to two times their annual cash retainer within five years following their appointment. The value of the shares owned or purchased for the purpose of these calculations is based on the average closing price of the Company's shares on the TSX for the 20 trading days preceding and including December 31 of the prior calendar year. The following table compares each NE Director's common share as at December 31, 2021, relative to their ownership guideline:

| Individual      | Minimum Share Ownership<br>(2x base cash retainer) | Number of Shares Owned at<br>December 31, 2021 | Number of Unvested RSU's<br>at December 31, 2021 | Value of Ownership<br>on December 31, 2021 <sup>(2)</sup> | Meets Guidelines |
|-----------------|--|--|--|---|------------------|
|                 | (CAD\$)  | (#) <sup>(1)</sup>                             | (#)  | (CAD\$)   |                  |
| Andrew Bartlett | 120,000  | 525,836  | 331,200  | 1,611,228   | Yes              |
| John Craig      | 160,000  | 363,424  | 414,000  | 1,461,557   | Yes              |
| Ian Gibbs       | 120,000  | 1,082,695                                      | 223,100  | 2,454,895   | Yes              |
| Gary Guidry     | 120,000  | 307,800  | 331,200  | 1,201,320   | Yes              |
| Erin Johnson    | 120,000  | Nil  | 223,100  | 419,428   | Yes              |
| Kimberley Wood  | 120,000  | 95,238   | 331,200  | 801,703   | Yes              |

1. Information provided by each individual director.
2. Based on the average closing price of the Company's shares on the TSX for the 20 trading days preceding, and including, December 31, 2021, which was CAD\$1.188.



# STATEMENT OF EXECUTIVE COMPENSATION

## REPORT TO STAKEHOLDERS

Dear Stakeholders,

The Company's Board of Directors is pleased to share with you a brief overview of Africa Oil's approach to executive compensation and how it is linked to the Company's performance. We believe that linking compensation to strategy and corporate performance helps us attract and retain skilled executives and connects compensation awards with our shareholders' interests.

### Compensation Philosophy

A key principle underlying our compensation program is pay for performance. The Company annually holds a Say-on-Pay vote, which provides our shareholders with an opportunity to express their views on the Company's executive compensation program. We are pleased to have received your support last year with 99.44% shareholders voting 'For' Africa Oil's approach to executive compensation.

Our compensation program motivates our Executives to focus on the Company's long-term success, effectively linking corporate strategy, performance and compensation while building equity ownership for our Executives. We do not award RSUs to Executives, rather the entire LTIP is considered 'at-risk' as Executives are only entitled to receive PSUs.

An important component of our pay for performance compensation program is tied to environmental social governance and health and safety performance, as we believe that these important factors align with long-term value creation for the Company and the interests of our stakeholders.

### 2021 Performance Highlights

- **Strong Financial Year:** 2021 proved to be a very strong financial year with record earnings for the Company with a record net income of \$190.7 million in 2021, and cash balance of \$58.9 million at December 31, 2021. In addition, we received four dividends from our shareholding in Prime, totalling \$200.0 million in 2021, recovering 77% of the purchase price in two years.
- **Establishment of a Dividend Policy:** With such strong financial results, we were able to establish the Company's new dividend policy, with an initial annual aggregate dividend of \$0.05 per share (approximately \$25.0 million), to be declared and paid semi-annually commencing at the end of March 2022. The Board will adapt the dividends distributed for any excess cash flow generated by the Company going forward.
- **Debt-Free:** We refinanced the Prime acquisition loan for a significantly lower margin corporate facility and reduced our corporate debt from \$141.0 million in January 2021 to nil in November 2021.
- **ESG:** We adopted a target to achieve carbon neutrality by 2025. Towards this goal, we purchased an initial tranche of offsets covering >20% of Scope 1 and 2 emissions from a Gold Standard certified clean cookstove project in Kenya and began feasibility studies for direct investment in a proprietary nature-based carbon removal project. In continuing our sustainability journey, we published a sustainability report for the year-ended December 31, 2021, and we proudly renewed our support for the Extractive Industries Transparency Initiative and become a signatory to the UN Global Compact.
- **Project Oil Kenya:** In December 2021 the Project Oil Kenya joint-venture partners submitted an FDP for the 10BB and 13T licenses. The joint-venture partners continue to seek a strategic partner for this project and constructive discussions continue with interested parties.

### 2021 Compensation Decisions

Taking the Company's 2021 performance into consideration, as well as challenges during the year and the Company's share price performance, the Executives were awarded short term incentive payouts ranging from 65% to 130% of target payout.

### CEO and CFO Compensation

In 2021, the Company's CEO's pay mix was revised resulting in the CEO receiving a base salary increase, a bonus target decrease, and a long-term incentive target decrease due to market movement outlined in Mercer's market benchmarking exercise concluded in 2021. Mercer's research provided that the CEO's total direct compensation is market competitive, being positioned within the interquartile range in both North America and UK markets but reflects a salary and bonus that are below the lower quartile of the UK market with above-market long term incentives. The last increase to the CEO's salary was in 2016. The CEO's base salary increase in 2021 was still considered below the lower quartile of the UK market being below the 50th percentile of the selected comparator group. In addition, the CFO's target long-term incentive was increased due to Mercer's market benchmarking exercise which provided that the CFO had lower variable pay than is typical in North America.

I welcome you to review the following information regarding our 2021 executive compensation decisions, and on behalf of the Board and the Compensation Committee, we thank you for your continued support. Comments and questions are welcome and can be submitted to: [board@africaoilcorp.com](mailto:board@africaoilcorp.com).

Kind regards,

**John Craig**  
Chair of the Board

# COMPENSATION DISCUSSION AND ANALYSIS

## INTRODUCTION

The details of the Company's compensation program and compensation governance and philosophy is provided in this section of the Circular, including information regarding the compensation the Company provided to the following 2021 NEOs:

1. Keith Hill, President and CEO
2. Pascal Nicodeme, CFO
3. Timothy Thomas, COO
4. Dr. Paul Martinez, VP Exploration
5. Mark Dingley, VP Operations

In recognition of our cross-border talent pool and significant international operations, the Board may grant NEO compensation in Canadian, United States, and United Kingdom currencies. Mr. Hill, Dr. Martinez, and Mr. Dingley were awarded cash compensation denominated in US dollars. Mr. Nicodeme's cash compensation was denominated in British pounds. Mr. Thomas' cash compensation was denominated in Canadian dollars.

## COMPENSATION PHILOSOPHY

The Company pays for performance, and our compensation governance is guided by this principle. Our updated compensation program is structured to include fixed salary, STIP that is based on metrics aligning the Company's operational objectives, financial goals, and strategic priorities, and an LTIP comprising of PSU's (100%) for our executives.

We do not award stock options or RSUs to our Executives. Our NEOs participate in the Company's LTIP to ensure that executive compensation is aligned with our performance goals for an increase in shareholder value. Our LTIP was previously comprised of RSU's (20%) and PSU's (80%) for our Executives. In 2021, the Board revised the LTIP pay-mix and Executives no longer receive RSUs. In line with our pay for performance philosophy, in 2021, the board decided to cease awarding stock options to the Company's employees.

## THE COMPENSATION GOVERNANCE AND PAY PRACTICES

The Company's compensation structure is designed to attract highly qualified and motivated individuals, reward performance, and to be competitive with the compensation arrangements of other resource companies of similar size and scope of operations. The Company's Compensation Committee administers the executive compensation program. The Compensation Committee's mandate includes reviewing and making recommendations to the Board in respect of compensation matters relating to the Company's executive officers. The Compensation Committee considers a variety of factors when determining both compensation programs and individual compensation levels. These factors include the long-term interests of the Company and its shareholders, overall financial and operating performance of the Company, individual performance and contribution towards meeting corporate objectives, responsibilities, and compensation practices of industry competitors.

Highlights of our compensation governance and pay practices are as follows:

- We utilize a performance share unit program under the Company's LTIP to ensure the alignment between pay and performance for the Company's NEOs;
- We do not award RSUs or stock options to our NEOs and our employees;
- Our entire LTIP for our employees and NEOs is considered 'at-risk'. Employees and NEOs may only receive PSUs;
- We do not award stock options to our Directors;
- We use independent compensation consulting firms to provide independent insight to the Compensation Committee and benchmarking of our NEOs. to ensure that the Company's NEOs are rewarded at competitive levels;
- We follow good compensation governance practices such as including in our compensation program stock ownership guidelines, and a clawback policy; and
- We provide shareholders with an annual advisory Say-On-Pay vote.

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED****PEER GROUPS**

Our peer group was updated with Mercer's recommendations in Q1 2021. With Mercer's assistance, the Compensation Committee evaluated several oil and gas companies to determine if modifications were required to the Company's compensation design practices and to ensure that the Company's compensation program continues to attract, retain, and appropriately compensate the Company's Executives.

**Stock Price Performance Peer Group**

Our 2021 TSR Peer Group is shown in the table below. This group is comprised of both domestic and international energy companies of a similar size (similar market cap), sector, location of assets, free float, historical TSR correlation with Africa Oil, and volatility. In Q1 2021, this group was used for the purposes of measuring the Company's relative total shareholder return and stock price performance.

| <b>Comparators</b>                       | <b>Country of Listing</b> |
|--|---------------------------|
| Advantage Energy Ltd.                    | Canada                    |
| Birchcliff Energy Ltd.                   | Canada                    |
| Capicorn Energy plc                      | UK                        |
| Energiean plc                            | UK                        |
| Falcon Oil and Gas Ltd.                  | Canada                    |
| Kosmos Energy Ltd.                       | US                        |
| Parex Resources Inc.                     | Canada                    |
| Panoro Energy ASA.                       | Norway                    |
| Pharos Energy plc                        | UK                        |
| San Leon Energy plc                      | UK                        |
| Savannah Energy plc                      | UK                        |
| Seplat Petroleum Development Company plc | UK                        |
| Serica Energy plc                        | UK                        |
| Tethys Oil AB.                           | Sweden                    |
| Touchstone Exploration Inc.              | Canada                    |
| Vaalco Energy Inc.                       | US                        |
| Vermilion Energy Inc.                    | Canada                    |

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED****Total Direct Compensation Peer Group**

Our 2021 TDC Peer Groups are shown in the table below. These peer groups were last updated in Q1 2021, and all formed part of our 2020 TDC Peer Groups. The TDC Peer Groups were used for purposes of benchmarking TDC for the Company's CEO and CFO. The TDC Peer Groups were comprised of a Canada/US comparator group and a UK/Europe comparator group, continuing to reflect the dual listing of the Company as well as the fact that the Company's Executive team are based in the UK, along with our partners and that our ownership includes a significant proportion of European-based shareholders.

| <b>Canada/US Comparators</b>               | <b>UK/Europe Comparators</b>             |
|--|--|
| Advantage Energy Ltd. (CA)                 | Capricorn Energy plc                     |
| Birchcliff Energy Ltd. (CA)                | Diversified Gas & Oil plc                |
| Canacol Energy Ltd. (CA)                   | Energean plc                             |
| Enerplus Corporation (CA)                  | EnQuest plc                              |
| Frontera Energy Corp.(CA)                  | Genel Energy plc                         |
| Kosmos Energy Ltd. (US)                    | Gulf Keystone Petroleum Ltd.             |
| Paramount Resources Ltd. (CA)              | International Petroleum Corp.            |
| Parex Resources Inc. (CA)                  | Pharos Energy plc                        |
| Peyto Exploration & Development Corp. (CA) | Phoenix Global Resources plc             |
| Talos Energy Inc. (US)                     | Savannah Energy plc                      |
| TORC Oil & Gas Ltd. (CA)                   | Seplat Petroleum Development Company plc |
| Touchstone Exploration Inc. (CA)           | Tethys Oil AB.                           |
| Vermilion Energy Inc. (CA)                 | Tullow Oil plc                           |

**PAY POSITIONING**

We generally target total direct compensation at the 50th percentile relative to our TDC Peer Groups, however, the Compensation Committee and the Board may use its judgment regarding individual pay positioning to set appropriate targets depending on an Executive's role, tenure, and individual performance. Although the Company continues to be a Canadian company, some of the Africa Oil executives are located in the UK (alongside a significant portion of African-focused energy companies), resulting in the UK being an important source of talent for the Company. The Compensation Committee therefore seeks to have a pay program which is competitive with the Canadian, US, and UK markets, acknowledging that pay mix varies between these markets. Except for Mr. Nicodeme, who was recruited out of the London market, and notwithstanding UK pay levels, for 2021 the Committee continued to award Canadian/US-style compensation arrangements that include lower base salaries and greater variable pay and pay at risk relative to the UK/Europe peers.

**ELEMENTS OF AFRICA OIL'S EXECUTIVE COMPENSATION PROGRAM**

In addition to base salary, the STIP, and the LTIP, Africa Oil's NEO compensation program includes benefits and perquisites. Africa Oil does not provide its Executives with a savings plan. The Company complies with the employer pension duties in the UK in respect of Mr. Nicodeme's employment.

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED****NEO PAY MIX**

Our NEOs receive compensation that is both fixed (guaranteed) and variable (at-risk). In 2021, we ceased awarding RSUs to our NEOs, resulting in our entire LTIP being comprised solely of PSUs. This change puts the entire LTIP 'at-risk'. Our Executives' target compensation was variable, at-risk pay that is dependent upon performance relative to operational objectives, financial goals, and strategic objectives approved by the Committee, as well as our stock price. The 2021 pay mix for our NEOs is shown in the table below.

| Component                      | At Risk | Objectives  | Time Frame        | Description   |
|--------------------------------|---------|---|-------------------|---|
| <b>Components TDC</b>          |         |   |                   |   |
| Base Salary                    | No      | Provide market competitive level of fixed compensation  | Reviewed annually | <ul style="list-style-type: none"> <li>Only fixed component of TDC</li> <li>Intended to remunerate the NEO for discharging job responsibilities</li> <li>Individual NEO salary reflects level of responsibility, skills and experience</li> </ul> |
| STIP                           | Yes     | Acknowledge progress on strategic priorities and rewards for achievement of annual performance goals              | One year          | <ul style="list-style-type: none"> <li>Cash-based performance incentive</li> <li>Payout based on combination of Board-approved financial goals, operational metrics, strategic objectives, and individual performance</li> </ul>                  |
| LTIP - Performance Share Units | Yes     | Reward for performance and incentivizes the creation of shareholder value and alignment to the long-term strategy | Three years       | <ul style="list-style-type: none"> <li>Annual grants</li> <li>100% cliff vest 3 years after the date of grant (0-200% of units granted) based on Board-approved operational, financial, and strategic performance measures</li> </ul>             |

**CEO COMPENSATION**

In Q1 2021, Mercer reported that the CEO's total direct compensation was found to be market competitive, being positioned within the interquartile range, but reflected a salary and bonus that were at the low end of the market with above-market long term incentives. In 2021, the Company's CEO's pay mix was revised resulting in the CEO receiving a base salary increase, a bonus target decrease, and a long-term incentive target decrease due to market movement outlined in Mercer's market benchmarking exercise concluded in 2021. The last increase to the CEO's salary was in 2016. Based on Mercer's research, the CEO's base salary increase was still considered below the lower quartile of the UK market being below the 50th percentile of the selected comparator group. The Committee understands the importance of CEO compensation in setting the standard for compensation structure for the entire organization. In 2021, approximately 74% of our CEO's total target direct compensation was "at risk".

| Year | Base<br>\$ | STIP Target |         | LTI Target  |           | TDC Target<br>\$ |
|------|------------|-------------|---------|-------------|-----------|------------------|
|      |            | % of Salary | \$      | % of Salary | \$        |                  |
| 2021 | 500,000    | 60%         | 300,000 | 220%        | 1,100,000 | 1,900,000        |

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED****NEO COMPENSATION**

In 2021, on average approximately 66% of our NEO's total target compensation was "at-risk". Below is a summary of the 2021 target pay levels among the members of Africa Oil's NEOs:

| NEO                            | Base (\$)   | STIP Target |             | LTI Target  |             | Target TDC (\$) |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|-----------------|
|                                |             | % of Salary | (\$)        | % of Salary | (\$)        |                 |
| Pascal Nicodeme <sup>(1)</sup> | 515,888     | 70%         | 361,122     | 150%        | 773,832     | 1,650,842       |
| Tim Thomas <sup>(2)</sup>      | CAD 350,000 | 60%         | CAD 210,000 | 200%        | CAD 700,000 | CAD 1,260,000   |
| Paul Martinez                  | 285,000     | 50%         | 142,500     | 175%        | 498,750     | 926,250         |
| Mark Dingley <sup>(3)</sup>    | 250,000     | 50%         | 125,000     | 75%         | 187,500     | 562,500         |

1. Mr. Nicodeme's cash compensation was denominated in British pounds and converted to USD as follows: annual salary of £375,000, STIP of £262,500 and LTI of £562,500. These amounts were converted to USD using an annual average FX rate of 1.38.
2. Mr. Thomas retired from the Company in April 2021. He did not receive an LTIP grant in 2021.
3. Mr. Dingley did not receive an LTIP grant in 2021. Mr. Dingley retired from the Company in November 2021 and did not receive stock options during 2021. His STIP was prorated for 2021.

**NEO BASE SALARY**

A component of our pay mix for our NEOs is a fixed based salary. In making its NEO base salary recommendations to the Board, the Compensation Committee also considers the varying levels of responsibility for each NEO, individual performance, and the particular skills and experience of the individual. Base salaries are reviewed annually and are set by the Board based on competitive compensation levels for the markets in which the Company operates and other criteria, including individual performance, and level of responsibility. Base salaries are provided to NEOs to provide a fixed level of compensation and to remunerate the NEO for discharging job responsibilities. The table below shows the Company's NEO base salaries for 2021. NEO base salaries remained unchanged since 2016, with the exception of our CEO who received a 25% increase.

| Executive                      | Position                   | 2021 Base (\$) | % Change |
|--------------------------------|----------------------------|----------------|----------|
| Keith Hill <sup>(1)</sup>      | President & CEO            | 500,000        | 25%      |
| Pascal Nicodeme <sup>(2)</sup> | Chief Financial Officer    | 515,888        | 0%       |
| Tim Thomas <sup>(3)</sup>      | Chief Operating Officer    | CAD 350,000    | 0%       |
| Paul Martinez                  | Vice President Exploration | 285,000        | 0%       |
| Mark Dingley <sup>(4)</sup>    | Vice President Operations  | 250,000        | 0%       |

1. In 2021, the Company's CEO's pay mix was revised resulting in the CEO receiving a base salary increase, a bonus target decrease, and a long-term incentive target decrease due to market movement outlined in Mercer's market benchmarking exercise concluded in 2021. The last increase to the CEO's salary was in 2016.
2. Mr. Nicodeme commenced employment as the company's CFO on October 14, 2019, and his base salary has not changed. Mr. Nicodeme's annual salary of £375,000 is denominated in British pounds and converted to USD using an average annual FX rate of \$1.38.
3. Mr. Thomas retired from the Company in April 2021. He did not receive an LTIP grant in 2021.
4. Mr. Dingley did not receive an LTIP grant in 2021. Mr. Dingley retired from the Company in November 2021 and did not receive stock options during 2021. His STIP was prorated for 2021.

**SHORT TERM INCENTIVE PLAN**

The Compensation Committee develops bonus targets levels based on peer group pay practices as well as each NEO's role, responsibility and experience level. Our NEOs participate in Africa Oil's STIP, which is designed to reward short-term performance relative to key financial, strategic and operational goals with an annual cash bonus. The key goals in the corporate scorecard requires a collective effort from all NEOs, and there was no formal individual performance component for each NEO. Notwithstanding this, when approving final performance scores for each NEO, the Compensation Committee applies discretion to reflect the individual performance of each NEO during the year.

Actual performance bonus awards may range from 0%-200% of target levels depending on the corporate and each NEO's individual performance evaluation. Accordingly, the entire STIP is considered "at risk". Performance evaluations for executives are submitted to the Board by the CEO for approval, with the exception of the CEO's performance, which is evaluated independently by the Compensation Committee. The Board reserves final judgment over all STIP payouts.

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED****SHORT TERM INCENTIVE AWARDS - NEOS**

We pay for performance, and we are pleased to share the following 2021 performance highlights:

- **Strong Financial Year:** We had very strong financial year with record earnings for the Company with a record net income of \$190.7 million in 2021, and cash balance of \$58.9 million at December 31, 2021. In addition, we received four dividends from our shareholding in Prime, totalling \$200.0 million in 2021, recovering 77% of the purchase price in two years.
- **Establishment of a Dividend Policy:** Our strong financial results led to the establishment of the Company's new dividend policy, with an initial annual aggregate dividend of \$0.05 per share (approximately \$25.0 million), to be declared and paid semi-annually commencing at the end of March 2022. The Board will adapt the dividends distributed for any excess cash flow generated by the Company going forward.
- **ESG:** We adopted a target to achieve carbon neutrality by 2025. Towards this goal, we purchased an initial tranche of offsets covering >20% of Scope 1 and 2 emissions from a Gold Standard certified clean cookstove project in Kenya and began feasibility studies for direct investment in a proprietary nature-based carbon removal project. In continuing our sustainability journey, we published a sustainability report for the year-ended December 31, 2021, and we proudly renewed our support for the Extractive Industries Transparency Initiative and become a signatory to the UN Global Compact.
- **Debt-Free:** We refinanced the Prime acquisition loan for a significantly lower margin corporate facility and reduced our corporate debt from \$141.0 million in January 2021 to nil in November 2021.
- **Project Oil Kenya:** In December 2021 the Project Oil Kenya joint-venture partners submitted an FDP for the 10BB and 13T licenses. The joint-venture partners continue to seek a strategic partner for this project and constructive discussions continue with interested parties.

With the above in mind, the Compensation Committee assessed performance against the STIP scorecard as follows, in the table below:

**2021 Corporate Performance Scorecard**

| Component                           | Weighting     | Assessed     | Key Measures  | Factors taken into consideration in assessment   |
|-------------------------------------|---------------|--------------|---|--|
| Strategic Measures                  | 40.0%         | 30.6%        | Merger & Acquisitions   | <ul style="list-style-type: none"> <li>• M&amp;A opportunities pursued in 2021</li> </ul>  |
|                                     |               |              | Portfolio Investee Company Management to obtain return from capital                         | <ul style="list-style-type: none"> <li>• In Kenya, updated FDP submitted, and participated in project design and critical path activities</li> </ul> |
|                                     |               |              | Kenya: Focus on advancing/completing critical path activities on the ground in Country      | <ul style="list-style-type: none"> <li>• First ESG review report released in 2021</li> </ul>   |
|                                     |               |              | ESG reporting and compliance reporting  | <ul style="list-style-type: none"> <li>• Carbon offset opportunities identified</li> </ul>   |
| Finance and Administration Measures | 50.0%         | 47.5%        | BTG Loan refinancing  | <ul style="list-style-type: none"> <li>• Refinancing completed in July 2021 at a cost significantly lower than target</li> </ul>                     |
|                                     |               |              | Liquidity and capital resources   | <ul style="list-style-type: none"> <li>• BTG loan reduced to \$98m in July 2021, refinancing then repaid down to \$23m in September</li> </ul>       |
|                                     |               |              | Budget: Deliver approved work program within budget and focus on cost reduction initiatives | <ul style="list-style-type: none"> <li>• Budget delivered and Kenya expenditures minimized</li> </ul>  |
| Operational Measures                | 10.0%         | 8.8%         | Kenya: submit and obtain updated FDP and Work Programme budget                              | <ul style="list-style-type: none"> <li>• Kenya joint venture aligned on FDP and FID timeline</li> </ul>  |
|                                     |               |              | Prime: meet business plan targets   |  |
| <b>Total</b>                        | <b>100.0%</b> | <b>86.9%</b> |   |  |

The Executives were awarded short term incentive payouts ranging from 65% to 130% of the target payout in recognition of these achievements.

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED**

| Executive                      | 2021 Base (\$) | 2021 Bonus  |                                   |          |          |               |             |      |
|--------------------------------|----------------|-------------|-----------------------------------|----------|----------|---------------|-------------|------|
|                                |                | Target      |                                   |          |          | Award         |             |      |
|                                |                | % of Salary | Performance Factor <sup>(1)</sup> | Min (\$) | Max (\$) | (\$)          | % of Target |      |
| Keith Hill                     | 500,000        | 60%         | 0%                                | 200%     | Nil      | 600,000       | 391,000     | 130% |
| Pascal Nicodeme <sup>(2)</sup> | 515,888        | 70%         | 0%                                | 200%     | Nil      | 722,243       | 423,716     | 117% |
| Tim Thomas <sup>(3)</sup>      | CAD \$350,000  | 60%         | 0%                                | 200%     | Nil      | CAD \$420,000 | Nil         | 0%   |
| Paul Martinez                  | 285,000        | 50%         | 0%                                | 200%     | Nil      | 285,000       | 93,000      | 65%  |
| Mark Dingley <sup>(4)</sup>    | 250,000        | 50%         | 0%                                | 150%     | Nil      | 187,500       | 125,000     | 100% |

1. Performance factors range from minimum to maximum.

2. Mr. Nicodeme's cash compensation was denominated in British pounds: annual salary of £375,000, STIP of £308,000. These amounts were converted to USD using an average annual FX rate of 1.38.

3. Mr. Thomas elected to retire at the end of the first quarter of 2021 and become a consultant for the Company. He did not receive a bonus in 2021.

4. Mr. Dingley elected to retire at the end of November 2021 and become a consultant for the Company.

**LONG TERM INCENTIVE PLAN**

Our Executives are entitled to participate in Africa Oil's LTIP (See Appendix B), which is designed to promote their long-term motivation and retention. Our LTIP for our NEOs is comprised solely of PSUs. As such, the entire LTIP is considered 'at-risk'.

The Company's Executives receive an annual grant of performance share units. We did not grant stock options or RSUs to NEOs and our employees in 2021 as the Board decided to cease issuing any further options under the Company's Stock Option Plan program and cease awarding RSUs to NEOs and employees, from 2021 onwards.

PSUs are notional share instruments which track the value of common shares. However, PSUs are subject to additional performance conditions that serve to enhance the alignment of executives to key strategic, financial and operational milestones of the company. PSUs cliff vest three years from the date of grant, at which point the Committee will assign a performance multiple ranging from 0% - 200%, based on actual results relative to the PSU performance scorecard (subject to the Compensation Committee's discretion). During the three-year term of the PSUs, the Compensation Committee performs an interim evaluation of performance against the stated performance conditions applicable to granted PSUs. In addition, the Compensation Committee performed a final assessment of performance over the entire three-year PSU term. To determine the final performance multiple, the Committee will provide a 20% weighting to each of the interim annual performance assessments and a 40% weighting to the overall three-year combined assessment. PSUs may be settled in cash or treasury shares, at the Compensation Committee's and Board's discretion.

The Board has an oversight role for the Company's compensation risk mitigating strategy. The LTIP forms part of the Company's compensation risk mitigating strategy by providing a meaningful amount of total executive pay in variable compensation. This program aligns the interests of the Company to those of shareholders by motivating executives to grow share price through execution of our business strategy. In addition to risk mitigation, the staggered vesting and payout schedule of annual PSU grants also creates a significant retention mechanism for our Executives.



**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED****PSU PERFORMANCE METRICS**

When determining performance metrics for the PSU plan, the Compensation Committee evaluates several alternatives, including relative TSR. In 2021, the Compensation Committee developed a performance scorecard based on long-term strategic, financial and operational milestones suited to measure and reward long-term value creation and reflecting Africa Oil's current stage of development. Our 2021 PSU performance scorecard includes a relative TSR as a performance metric and an ESG metric. The Compensation Committee retains the right to exercise discretion in assessing ultimate performance and share price performance will be taken into consideration.

The performance framework for each year's PSU grants is developed by the CEO and reviewed and approved by the Compensation Committee. The following tables provides a summary of how performance was assessed in comparison to target for the PSUs, which were granted in 2018 and vested in 2021. The final assessment was 40.7%. Factoring in the Company's 2020 year-end share price, this assessment would result in the CEO realizing approximately 44% of his LTIP PSU award on the date of grant.

**2018 Performance Scorecard:**

| <b>Performance Condition</b>                                  | <b>Weighting</b> | <b>Assessment</b> | <b>Primary Factors Affecting Interim Assessment</b> |
|---|------------------|-------------------|---|
| Mergers & Acquisitions  | 25.0%            | 6.3%              | M&A target only partially achieved                  |
| Reach final investment decision on South Lokichar Development | 20.0%            | 0.0%              | FID not achieved                                    |
| Kenya Pipeline Development                                    | 15.0%            | 0.0%              | Pipeline construction timeline not achieved         |
| Resource Certainty: 1C/1P resources/reserves                  | 15.0%            | 0.0%              | 1P reserves + 1C resources target not achieved      |
| South Lokichar - Resources Growth                             | 15.0%            | 15.0%             | 2P reserves + 2C resources target achieved          |
| Exploration Success - Affiliates                              | 10.0%            | 20.0%             | Multiple commercial discoveries                     |
| <b>Total</b>  | <b>100.0%</b>    | <b>41.3%</b>      |   |
| Year 1  |                  | 51.8%             |   |
| Year 2  |                  | 28.0%             |   |
| Year 3  |                  | 41.3%             |   |
| Overall Assessment  |                  | 41.3%             |   |
| <b>Average Assessment</b>                                     |                  | <b>40.7%</b>      |   |

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED**

The following table provides a summary of how performance was assessed in comparison to target for the PSUs, which were granted in 2019 and vested in 2022. The final assessment is 81.6%. Factoring in the Company's 2021 year-end share price, this assessment would result in the CEO realizing approximately 138.5% of his LTIP PSU target on the date of grant.

**2019 Performance Scorecard:**

| Performance Condition                             | Weighting | Assessment | Primary Factors Affecting Interim Assessment   |
|---|-----------|------------|--|
| Return on invested Capital in Prime               | 30.0%     | 30.0%      | Target return achieved   |
| Return on Investment (Exploration Portfolio)      | 30.0%     | 0.0%       | Target return not achieved   |
| South Lokichar project (up and midstream)         | 25.0%     | 25.0%      | Progressed critical path items to FID. Target achieved                                       |
| Portfolio Management and mergers and acquisitions | 15.0%     | 30.0%      | Target exceeded as AOI upgraded to a full cycle Oil & Gas exploration and production company |
| Total   | 100.0%    | 85.0%      |  |
| Year 1  |           | 90.5%      |  |
| Year 2  |           | 62.3%      |  |
| Year 3  |           | 85.0%      |  |
| Overall Assessment                                |           | 85.0%      |  |
| Average Assessment                                |           | 81.6%      |  |

Interim PSU assessments were undertaken by the Compensation Committee related to the PSUs granted in 2020 and 2021 and are 85.6% and 141.7% respectively.

**2021 LTIP GRANTS**

The Compensation Committee developed 2021 LTIP targets having considered peer group pay practices as well as each executive's role, responsibility and experience level. In 2021, Africa Oil granted our Executives PSUs in line with their target LTIP. These PSU grants served to both motivate the executive toward increasing share value and to enable the executive to share in the future success of the Company.

| Executive                      | 2021 Base (\$) | 2021 LTIP   |           | 2021 LTIP         |                         |                         |           |
|--------------------------------|----------------|-------------|-----------|-------------------|-------------------------|-------------------------|-----------|
|                                |                | Target      |           | Award             |                         |                         |           |
|                                |                | % of Salary | (\$)      | Stock Options (#) | PSUs (#) <sup>(1)</sup> | RSUs (#) <sup>(2)</sup> | (\$)      |
| Keith Hill                     | 500,000        | 220%        | 1,100,000 | Nil               | 1,071,700               | Nil                     | 1,108,868 |
| Pascal Nicodeme <sup>(3)</sup> | 515,888        | 150%        | 773,832   | Nil               | 774,000                 | Nil                     | 800,844   |
| Tim Thomas                     | CAD\$350,000   | 200%        | 700,000   | Nil               | Nil                     | Nil                     | Nil       |
| Paul Martinez                  | 285,000        | 175%        | 498,750   | Nil               | 485,900                 | Nil                     | 502,752   |
| Mark Dingley                   | 250,000        | 75%         | 187,500   | Nil               | Nil                     | Nil                     | Nil       |

1. PSUs awarded to all Executives were awarded on May 17, 2021, at an award share price of C\$1.25 and FX of 1.21.

2. The Company no longer award RSUs to the Executives.

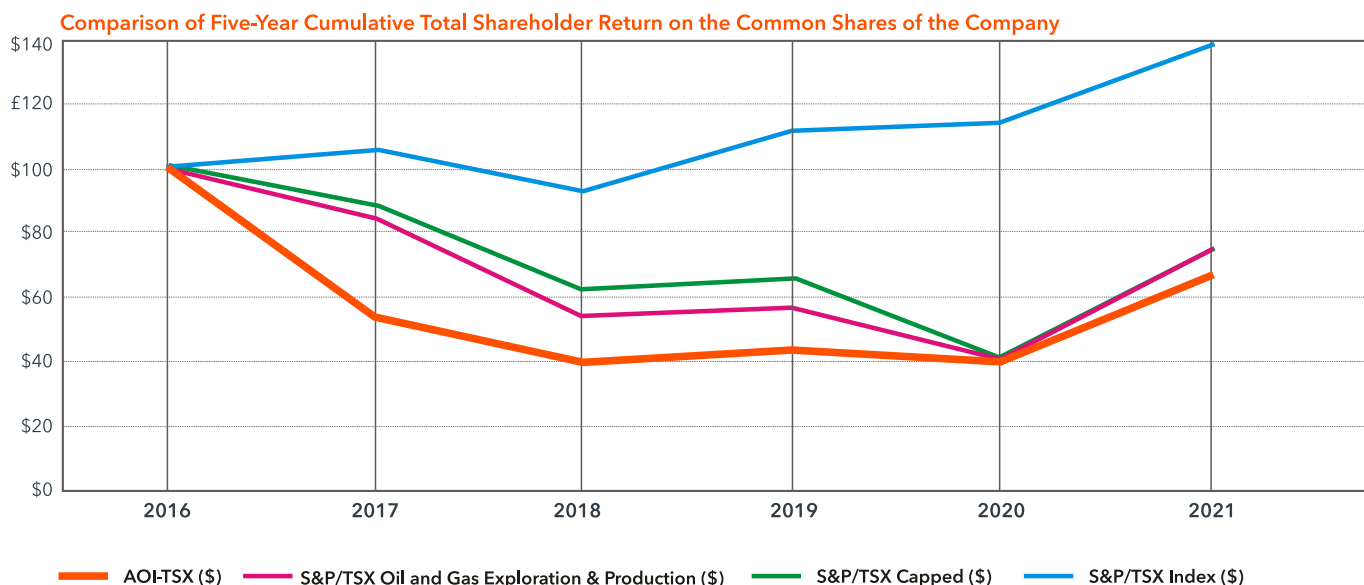
3. Mr. Nicodeme's 2021 base salary was denominated in British pounds and converted to USD. His annual salary of £375,000 was converted to USD using an average annual FX rate of 1.38.

Pascal Nicodeme (CFO), Tim Thomas (COO) and Paul Martinez (VP Exploration) report directly to Keith Hill (President and CEO). Mark Dingley, Vice President Operations reports to Tim Thomas (COO). Our NEOs do not receive stock options or RSUs.

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED**

**PERFORMANCE GRAPH AND EXECUTIVE COMPENSATION**

The following graph illustrates Africa Oil's five-year cumulative shareholder return, as measured by the closing price of the Company's common shares at the end of each financial year, assuming an initial investment of C\$100 on December 31, 2016, compared with the S&P/TSX Composite Index, S&P TSX Capped Energy Index, and S&P/TSX Oil and Gas Exploration and Production Index, assuming the reinvestment of dividends where applicable.



| December 31 | AOI-TSX (\$) | S&P/TSX Index (\$) | S&P/TSX Capped (\$) | S&P/TSX Oil and Gas Exploration and Production (\$) |
|-------------|--------------|--------------------|---------------------|---|
| 2016        | 100          | 100                | 100                 | 100   |
| 2017        | 53.38        | 106.03             | 87.36               | 84.57   |
| 2018        | 40.60        | 93.69              | 62.41               | 54.48   |
| 2019        | 43.99        | 111.62             | 66.07               | 57.73   |
| 2020        | 42.48        | 114.04             | 41.20               | 40.41   |
| 2021        | 67.29        | 138.82             | 74.41               | 74.62   |

The Compensation Committee and Board are committed to ensuring Africa Oil's compensation program for its Executives is aligned with the growth and maturity of the Company, while also considering the experience of our shareholders. A significant portion of our Executive pay in the form of equity-based compensation, and our NEO pay is better aligned with Africa Oil's share price performance.

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED****EXECUTIVE COMPENSATION - SUMMARY COMPENSATION TABLE**

The following table sets forth, for the last three (3) financial years, the compensation paid by the Company to the Executives and NEOs for services rendered.

| Name and principal position    | Year | Salary <sup>(1)</sup><br>(\$) | Option-based awards <sup>(2)</sup><br>(\$) | Share-based awards <sup>(3)</sup><br>(\$) | Non-equity incentive plan compensation<br>(\$) |                           | All other compensation <sup>(5)(6)</sup><br>(\$) | Total compensation<br>(\$) |
|--------------------------------|------|-------------------------------|--|---|--|---------------------------|--|----------------------------|
|                                |      |                               |  |   | Annual incentive plans <sup>(4)</sup>          | Long-term incentive plans |  |                            |
| Keith Hill                     | 2021 | 500,000                       | Nil  | 1,108,869                                 | 391,000  | Nil                       | (828)  | 1,999,041                  |
|                                | 2020 | 375,000                       | Nil  | 1,124,951                                 | 377,000  | Nil                       | 550,468  | 2,427,419                  |
|                                | 2019 | 375,000                       | Nil  | 1,125,000                                 | 342,000  | Nil                       | 112,869  | 1,954,869                  |
| Pascal Nicodeme <sup>(7)</sup> | 2021 | 515,888                       | Nil  | 800,844                                   | 423,716  | Nil                       | 59,178   | 1,799,626                  |
|                                | 2020 | 481,388                       | Nil  | 558,751                                   | 353,018  | Nil                       | 4,572  | 1,397,729                  |
|                                | 2019 | 101,563                       | Nil  | 148,682                                   | 323,700  | Nil                       | Nil  | 573,945                    |
| Tim Thomas                     | 2021 | 396,387                       | Nil  | Nil                                       | Nil  | Nil                       | 325,252  | 721,639                    |
|                                | 2020 | 260,902                       | Nil  | 503,600                                   | 98,397   | Nil                       | 234,289  | 1,097,188                  |
|                                | 2019 | 263,773                       | Nil  | 524,650                                   | 123,485  | Nil                       | 16,445   | 928,353                    |
| Paul Martinez                  | 2021 | 285,000                       | Nil  | 502,752                                   | 93,000   | Nil                       | 796,624  | 1,677,376                  |
|                                | 2020 | 285,000                       | Nil  | 498,748                                   | 90,000   | Nil                       | 542,517  | 1,416,265                  |
|                                | 2019 | 282,000                       | Nil  | 493,500                                   | 108,000  | Nil                       | 84,015   | 967,515                    |
| Mark Dingley <sup>(8)</sup>    | 2021 | 229,163                       | Nil  | Nil                                       | 125,000  | Nil                       | 237,180  | 591,343                    |
|                                | 2020 | 250,000                       | 98,483                                     | Nil                                       | 150,000  | Nil                       | 392,961  | 891,444                    |
|                                | 2019 | 250,000                       | 98,483                                     | Nil                                       | 150,000  | Nil                       | 417,573  | 916,056                    |

- Salaries for the NEOs are paid in Canadian dollars or Pound Sterling and converted to United States dollars for reporting purposes, except for Mr. Hill, Dr. Martinez, and Mr. Dingley whose salary is denominated in USD. Mr. Thomas retired from the company in April 2021 and became a consultant. His 2021 consulting fees of \$322,352 are included in his salary amounts.
- These amounts represent the value of stock options granted to the respective Executive or NEO. The fair value of each option granted is estimated on the date of grant using the Black-Scholes options pricing model taking into account the following assumptions on a weighted average basis: (i) risk-free interest rate (%); (ii) expected life (years); and (iii) expected volatility (%). This is consistent with the accounting values used in the Company's financial statements. The dollar amount in this column represents the total value ascribed to the stock options; however, all of these stock options are subject to vesting as to one-third on the date of grant, one-third one year from the date of grant and the remaining one-third two years from the date of grant.
- These amounts represent the fair value of RSUs and PSUs granted to the respective NEOs, on the grant date. PSUs are notional share instruments which track the value of the common shares and are subject to non-market performance conditions related to key strategic, financial and operational milestones. PSUs cliff vest three years from the date of grant, at which time the Board of Directors will assign a performance multiple ranging from nil to two hundred percent to determine the ultimate vested number of PSUs. PSUs may be settled in shares issued from treasury or cash, at the discretion of the Board of Directors. The Company accounts for PSUs as equity-based awards whereby the estimated fair value of the grant is expensed evenly throughout the remaining vesting period. RSUs are notional share instruments which track the value of the common shares. RSUs granted to Executive's vest over three years (1/3 on the first, second and third anniversary of grant). RSUs may be settled in shares issued from treasury or cash, at the discretion of the Board of Directors. The Company accounts for RSUs as cash settled awards whereby the estimated fair value of the grant is expensed evenly throughout the remaining vesting period.
- Annual short-term incentive plan payments earned and paid during the year.
- Amounts reflected under this column typically consist of benefits such as health insurance premiums, pension contributions, parking benefits, and the payment of living expenses and tax gross ups related to long-term foreign assignment.
- Included in "All other compensation" for Mr. Hill, Mr. Thomas and Mr. Martinez, and Mr. Dingley are housing and other benefits and tax gross ups in relation to long-term foreign assignments. The Company provided tax equalisation to the Executive expatriates with the effect of having the expatriates not be better off, or no worse off from a tax position during the secondment period. The negative gross up value for Mr. Hill was due to the finalisation of the 2020/21 annual tax return preparation. Mr. Thomas' secondment agreement for his expatriate assignment was terminated effective September 25, 2020. Mr. Thomas elected to retire at the end of the first quarter of 2021 and became a consultant for the Company. Mr. Hill and Mr. Martinez' expatriate assignment was for an initial 24-month period, and was extended for one year, ending in August 2022. The Board will reassess the decision for an expatriate assignment and determine if Mr. Hill and Mr. Martinez' expatriate assignments should be further extended.

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED**

All other compensation is broken down as follows:

| Name and principal position | Tax gross up (\$) | Housing benefit (\$) | Other compensation (\$) | Severance and vacation compensation (\$) | All other compensation (\$) |
|-----------------------------|-------------------|----------------------|-------------------------|--|-----------------------------|
| Keith Hill                  | (123,247)         | 50,292               | 72,127                  | Nil                                      | (828)                       |
| Tim Thomas                  | 28,422            | 2,091                | 562                     | 294,177                                  | 352,252                     |
| Paul Martinez               | 440,764           | 179,823              | 176,037                 | Nil                                      | 796,624                     |

7. Mr. Nicodeme commenced employment as the company's CFO on October 14, 2019. Mr. Nicodeme's cash compensation was denominated in British pounds and converted to USD as follows: annual salary of £375,000 and STIP of £308,000. These amounts were converted to USD using an average annual FX rate of 1.38.
8. Mr. Dingley is not considered an Executive of the Company and he did not receive an LTIP grant in 2021. The Board ceased issuing any further options under the Company's Stock Option Plan program and, from 2021 onwards, Mr. Dingley will participate in the LTIP, and may be awarded PSUs. Mr. Dingley was an expatriate employee on a work assignment based in Kenya. As part of Mr. Dingley's expatriate compensation package, the Company paid for certain Kenyan living expenses including housing, automobile, housing utilities. The housing benefit included under "All other compensation" was \$47,753 in 2021 (\$73,143 in 2020, and \$74,000 in 2019). The tax gross up included under "All other compensation" was \$97,235 in 2021 (\$206,980 in 2020, and \$217,796 in 2019). Mr. Dingley retired in November 2021.

Other than as set out above, no perquisites have been included as they do not reach the prescribed threshold of the lesser of CAD\$50,000 or 10% or more of total salary for the financial year.

**PENSION PLAN BENEFITS - DEFINED CONTRIBUTION PLAN**

Our CFO is the sole NEO that participates in the Company's defined contribution plan. The following table sets forth payments made in 2021 in connection with the defined contribution plan.

| Name            | Accumulated value at start of year (\$) | Compensatory (\$) | Accumulated value at year end (\$) |
|-----------------|---|-------------------|------------------------------------|
| Pascal Nicodeme | 1,665                                   | 51,589            | 53,254                             |

**OUTSTANDING OPTION AND SHARE-BASED AWARDS**

The following table sets out all of the awards outstanding for each Executive and NEO at the end of the most recently completed financial year:

| Name  | Year | Option-based Awards                                 |                       |                        |   | Share-based Awards                  |   |   |                                     |   |   |
|---|------|---|-----------------------|------------------------|---|-------------------------------------|---|---|-------------------------------------|---|---|
|   |      | Number of securities underlying unexercised options | Option exercise price | Option expiration date | Value of unexercised in-the-money options | Number of PSUs that have not vested | Market or payout value of PSUs that have not vested | Market or payout value of vested PSUs not paid out or distributed | Number of RSUs that have not vested | Market or payout value of RSUs that have not vested | Market or payout value of vested RSUs not paid out or distributed |
|   |      | (#)   | (CAD\$)               | (Y/M/D)                | (\$) <sup>(1)</sup>                       | (#)                                 | (\$) <sup>(2)</sup>                                 | (\$)  | (#)                                 | (\$) <sup>(3)</sup>                                 | (\$)  |
| <b>Keith C. Hill</b><br>President and Chief Executive Officer | 2021 | Nil   | Nil                   | Nil                    | Nil                                       | 1,071,700                           | 1,513,127   | Nil   | Nil                                 | Nil   | Nil   |
|   | 2020 | Nil   | Nil                   | Nil                    | Nil                                       | 1,316,900                           | 1,859,324   | Nil   | 219,467                             | 309,864   | Nil   |
|   | 2019 | Nil   | Nil                   | Nil                    | Nil                                       | 1,081,800                           | 1,527,388   | Nil   | 90,133                              | 127,259   | Nil   |
| <b>Pascal Nicodeme</b><br>Chief Financial Officer             | 2021 | Nil   | Nil                   | Nil                    | Nil                                       | 774,000                             | 1,092,806   | Nil   | Nil                                 | Nil   | Nil   |
|   | 2020 | Nil   | Nil                   | Nil                    | Nil                                       | 654,100                             | 923,520   | Nil   | 109,000                             | 153,897   | Nil   |
|   | 2019 | Nil   | Nil                   | Nil                    | Nil                                       | 128,000                             | 180,723   | Nil   | 10,668                              | 15,062  | Nil   |
| <b>Tim Thomas</b><br>Chief Operating Officer                  | 2021 | Nil   | Nil                   | Nil                    | Nil                                       | Nil                                 | Nil   | Nil   | Nil                                 | Nil   | Nil   |
|   | 2020 | Nil   | Nil                   | Nil                    | Nil                                       | 589,500                             | 832,312   | Nil   | 98,267                              | 138,742   | Nil   |
|   | 2019 | Nil   | Nil                   | Nil                    | Nil                                       | 504,500                             | 712,301   | Nil   | 42,033                              | 59,347  | Nil   |
| <b>Paul Martinez</b><br>Vice President Exploration            | 2021 | Nil   | Nil                   | Nil                    | Nil                                       | 485,900                             | 686,040   | Nil   | Nil                                 | Nil   | Nil   |
|   | 2020 | Nil   | Nil                   | Nil                    | Nil                                       | 583,800                             | 824,264   | Nil   | 97,333                              | 137,424   | Nil   |
|   | 2019 | Nil   | Nil                   | Nil                    | Nil                                       | 474,500                             | 669,944   | Nil   | 39,533                              | 55,817  | Nil   |
| <b>Mark Dingley</b><br>Vice President Operations              | 2021 | Nil   | Nil                   | Nil                    | Nil                                       | Nil                                 | Nil   | Nil   | Nil                                 | Nil   | Nil   |
|   | 2020 | 460,000   | 1.21                  | 2025/12/11             | 266,800                                   | Nil                                 | Nil   | Nil   | Nil                                 | Nil   | Nil   |
|   | 2019 | 464,000   | 1.15                  | 2024/12/12             | 296,960                                   | Nil                                 | Nil   | Nil   | Nil                                 | Nil   | Nil   |
|   | 2018 | 486,000   | 1.06                  | 2023/12/18             | 354,780                                   | Nil                                 | Nil   | Nil   | Nil                                 | Nil   | Nil   |
|   | 2017 | 160,000   | 1.38                  | 2022/12/19             | 65,600                                    | Nil                                 | Nil   | Nil   | Nil                                 | Nil   | Nil   |

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED**

1. Calculated using the closing price of the common shares on the Toronto Stock Exchange on December 31, 2021, of CAD\$1.79 and subtracting the exercise price of in-the-money stock options. As at December 31, 2021, these stock options had not been, and may never be, exercised and actual gains, if any, on exercise will depend on the value of the common shares on the date of exercise. Mr. Dingley is not considered an Executive of the Company and he did not receive an LTIP grant in 2021. The Board ceased issuing any further options under the Company's Stock Option Plan program.
2. PSUs granted to Executives are notional share instruments which track the value of the common shares and are subject to non-market performance conditions related to key strategic, financial and operational milestones. PSUs cliff vest three years from the date of grant, at which time the Board of Directors will assign a performance multiple ranging from nil to two hundred percent to determine the ultimate vested number of PSUs. A one-to-one ratio was used for the purpose of this valuation.
3. Calculated using the closing price of the common shares on the Toronto Stock Exchange on December 31, 2021, of CAD\$1.79 multiplied by the number of outstanding RSUs. RSUs granted to Executive's vest over three years (1/3 on the first, second and third anniversary of grant). The Board decided to cease awarding RSUs to the Company's NEO from 2021 onwards.

**INCENTIVE PLAN AWARDS**

The following table sets forth details of the value vested or earned for all incentive plan awards in 2021 by each Executive or NEO:

| Name  | Option-based awards<br>- Value vested during the year<br>(\$) <sup>(1)</sup> | Share-based awards - Value vested during the year<br>(\$) <sup>(2)</sup> | Non-equity incentive plan compensation - Value earned during the year<br>(\$) |
|---|--|--|---|
| <b>Keith C. Hill</b><br>President & Chief Executive Officer | Nil  | 663,241  | Nil   |
| <b>Pascal Nicodeme</b><br>Chief Financial Officer           | Nil  | 72,705   | Nil   |
| <b>Tim Thomas</b><br>Chief Operating Officer                | Nil  | 311,405  | Nil   |
| <b>Paul Martinez</b><br>Vice President Exploration          | Nil  | 291,460  | Nil   |
| <b>Mark Dingley</b><br>Vice President Operations            | 240,280  | Nil  | Nil   |

1. Calculated using the closing price of the common shares on the Toronto Stock Exchange on the dates on which stock options vested during the financial year ended December 31, 2021, and subtracting the exercise price of in-the-money stock options.
2. This represents the amount paid upon vesting of RSUs and PSUs. No amounts realized upon vesting have been deferred.

**TERMINATION AND CHANGE OF CONTROL BENEFITS**

The Company has indefinite-term employment agreements with each Executive. The following table sets out the quantum of notice of termination or payment in lieu in the event of termination without cause, for each agreement.

| Executives      | Notice Amount           |
|-----------------|-------------------------|
| Keith C. Hill   | One year's base salary  |
| Pascal Nicodeme | Six months' base salary |
| Tim Thomas      | One year's base salary  |
| Paul Martinez   | One year's base salary  |

Our COO, Mr. Thomas elected to retire at the end of the first quarter of 2021 and became a consultant for the Company starting in the second quarter of 2021. Mr. Dingley elected to retire at the end of November 2021 and became a consultant for the Company starting in December 2021.

The Executives are also entitled to a notice amount in the event of a change of control which results in their termination or resignation. Mr. Hill and Mr. Martinez are entitled to resign within 180 days of such change of control. Mr. Nicodeme is entitled to resign within 90 days of such change of control. The outstanding RSUs and PSUs in the Company for Mr. Hill, and Mr. Martinez would fully vest and become immediately exercisable upon a change of control occurring.

The agreement with Mr. Hill provides that a change of control is deemed to occur if: (i) there is a direct or indirect sale or transfer of beneficial ownership of all or substantially all of the assets of the Company ; (ii) there is a consolidation, merger, amalgamation or similar transaction as a result of which shareholders of the Company prior to the transaction hold less than fifty percent (50%) of the outstanding shares after completion of the transaction; or (iii) there is a sale or transfer of beneficial ownership to an acquirer of: (A) securities of the Company possessing more than fifty (50%) of the combined voting power; or (B) the right to appoint a majority of the Company's Board, as a result of which a majority of the Board elected at the next shareholders' meeting are non-incumbent directors

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED**

who are nominees of such acquirer.

The agreement with Mr. Nicodeme provides that a change of control means the sale of Africa Oil Corp. or a controlling interest in all or substantially all of its assets; or there is a change of control in the Company, being a successful take-over of the Company. Mr. Nicodeme will not qualify for the Change of Control Payments if he is offered a suitable role within 90 days of the change of control. If he rejects a suitable role offered to him within 90 days, he will not qualify for the change of control notice amount.

The agreements with Mr. Martinez provides that a change of control is deemed to occur if there is a successful take-over of the Company.

The table below provides the compensation that would have been paid to each Executive if any of them had been terminated without cause or terminated without cause in the event of a change of control on December 31, 2021.

| Name                           | Terminated without cause notice amount (\$) | Change of control notice amount (\$) | Value of outstanding incentive stock option awards, RSUs and PSUs <sup>(1)</sup> (\$) | Additional Amounts <sup>(2)</sup> (\$) | Total (\$) |
|--------------------------------|---|--------------------------------------|---|--|------------|
| Keith C. Hill                  | 500,000                                     | 1,000,000                            | 5,336,962   | 70,836                                 | 6,907,798  |
| Pascal Nicodeme <sup>(3)</sup> | 257,944                                     | 515,888                              | 2,366,008   | 59,178                                 | 3,199,018  |
| Tim Thomas <sup>(4)</sup>      | Nil   | Nil                                  | 1,742,702   | Nil                                    | 1,742,702  |
| Paul Martinez                  | 285,000                                     | 570,000                              | 2,373,489   | 69,286                                 | 3,297,775  |

1. Calculated using the closing price of the common shares on the Toronto Stock Exchange on December 31, 2021, of CAD\$1.79 and converted to USD using a year-end FX rate of 1.27.
2. Amounts reflected under this column consist of benefits such as life insurance premiums, dental benefits and pension contributions. The agreements with Mr. Hill, and Mr. Martinez provides for the continuation of all benefits for two years, at the highest level provided to these individuals at any time within the one-year period prior to the change of control. The agreement with Mr. Nicodeme provides for the continuation of all benefits for one year, at the highest level provided to Mr. Nicodeme at any time within the one-year period prior to the change of control.
3. Mr. Nicodeme's compensation was denominated in British pounds and converted to USD as follows using an average annual FX rate of 1.38.
4. Mr. Thomas elected to retire at the end of the first quarter of 2021 and became a consultant for the Company starting in the second quarter of 2021.

**COMPENSATION OVERSIGHT, GOVERNANCE AND RISK MANAGEMENT**

The Company's executive compensation program is administered by the Compensation Committee of the Board. Risk management is a primary consideration of the Compensation Committee when implementing its compensation program. It does not believe that its compensation program results in unnecessary or inappropriate risk-taking including risks that are likely to have a material adverse effect on the Company.

The Company's directors and executive officers are not permitted to purchase financial instruments, including for greater certainty, 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 director or officer.

**EXECUTIVE REMUNERATION CLAWBACK POLICY**

The Company's Board has adopted an Executive Remuneration Clawback Policy that applies to all incentive payments awarded to the Company's CEO, CFO, COO, and the VP Exploration, including cash bonuses and equity-based incentive awards granted or paid to an individual or that an individual might become entitled to receive under one or more of the Company's incentive compensation programs in effect from time to time. The clawback policy provides the Board discretion to recover any or all incentive compensation that would have otherwise not been paid if the Board determines that:

- a. There has been a Material Restatement; or
- b. The participant engaged in gross negligence or intentional misconduct, fraud, theft, or wilful misconduct (with or without a Material Restatement) as determined by Board; or
- c. The participant is found to have committed an act or omission which caused or contributed to either the censure of the Company by any applicable regulatory authority or had a significant detrimental impact to the reputation of the Company in the opinion of the Board.

The actual clawback of incentive awards, if any, will be at the sole discretion of the Board. The Executive Remuneration Clawback Policy applies to any incentive-based compensation received by the CEO, CFO, COO, and the VP Exploration during the three-year period immediately preceding the date the Company becomes aware of the misconduct or is required to restate its financial results.

**COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED****COMPENSATION CONSULTANTS**

The Compensation Committee engaged Mercer Limited, a third-party compensation consultant at the end of 2020, and Mercer completed their reports and made recommendations to the Company in 2021 on the following:

- Develop benchmarking peer groups for the UK and North America;
- Produce CEO total direct remuneration benchmarks for both UK and North America;
- Provide an analysis of pay-mix/design; and
- Review the performance peer group based on the comparability of the companies and their historic share price in correlation to the Company.

The Compensation Committee reviewed information and advice provided by Mercer, among other factors, in making its executive compensation decisions during 2021.

**COMPENSATION CONSULTANT FEES**

The table below summarizes all fees paid to Mercer, our compensation consultant, in 2021.

|  | Year | Consultant     | Fees (\$) |
|--|------|----------------|-----------|
| Executive / Director Compensation Related Fees | 2021 | Mercer Limited | 47,083    |

**EQUITY COMPENSATION PLAN**

Compensation plans under which equity securities of the Company are authorized for issuance, at the fiscal year ended December 31, 2021, are aggregated as follows:

| Plan Category   | Number of securities to be issued upon exercise of outstanding options (a) (#) | Weighted-average exercise price of outstanding options (CAD\$) | Number of securities remaining available for future issuance under the Plan (excluding securities reflected in column (a)) (#) |
|---|--|--|--|
| Equity Compensation Plans approved by securityholders     |  |  |  |
| Stock Option Plan   | 6,877,949  | 1.31   | 9,734,988  |
| Long Term Incentive Plan                                  | 10,463,847   | N/A  | 5,002,434  |
| Equity Compensation Plans not approved by securityholders | N/A  | N/A  | N/A  |

**Security-Based Award Burn Rate for the Last Three Years**

Pursuant to the TSX rules, the Company is required to calculate and disclose the annual "burn rate" of its security-based awards for the three most recently completed financial years. The annual burn rate is equal to the number of options granted in the applicable year, divided by the weighted average number of shares outstanding in that year, expressed as a percentage. The Company's average burn rate over the last three financial years is 0.57%.

|   | 2021 (#)    | 2020 (#)    | 2019 (#)    |
|---|-------------|-------------|-------------|
| Options Granted under Stock Option Plan       | 22,616      | 2,061,000   | 3,277,000   |
| Units Granted under LTIP                      | 1,397,549   | 746,053     | 646,800     |
| Weighted average number of shares outstanding | 473,332,153 | 471,792,153 | 471,076,199 |
| Burn rate - Stock Option Plan                 | 0.004%      | 0.436%      | 0.695%      |
| Burn Rate - LTIP                              | 0.295%      | 0.158%      | 0.137%      |



## COMPENSATION DISCUSSION AND ANALYSIS - CONTINUED

### MANAGEMENT CONTRACTS

The management functions of the Company and its subsidiaries are performed by directors, executive officers or senior officers of the Company and not, to any substantial degree, by any other person with whom the Company has contracted.

Our COO, Mr. Thomas elected to retire at the end of the first quarter of 2021 and became a consultant for the Company commencing in the second quarter of 2021. Mr. Dingley, the Company's VP Operations, elected to retire at the end of November 2021, and he became a consultant for the Company starting in December 2021. Please refer to the Summary Compensation Table in this Circular for the Company's payments to Mr. Thomas and Mr. Dingley for management services provided to the Company during 2021.

### INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

None of the insiders of the Company or any proposed nominee for election as director, nor any associate or affiliate of said persons has had any material interest, direct or indirect, in any transaction, which has materially affected or will materially affect the Company or any of its subsidiaries during the fiscal year ended December 31, 2021.

### ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR under the Company's profile at [www.sedar.com](http://www.sedar.com). Financial information regarding the Company is provided in the consolidated annual financial statements and related MD&A for its most recently completed financial year.

Copies of the consolidated financial statements and related MD&A, as well as a copy of the Company's AIF for the fiscal year ended December 31, 2021, may be accessed on the Company's website at [www.africaoilcorp.com](http://www.africaoilcorp.com) or shareholders may contact the Company to request copies of the consolidated financial statements, MD&A and AIF, as follows:

**e-mail:** [africaoilcorp@namdo.com](mailto:africaoilcorp@namdo.com)  
**telephone:** 604-689-7842  
**mail:** Africa Oil Corp. - Attn: Investor Relations, Suite 2000, 885 West Georgia Street, Vancouver, B.C., V6C 3E8

# APPENDIX A

## BOARD OF DIRECTORS' MANDATE

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The following is a description of the mandate and responsibilities of the "Board" of Africa Oil Corp.:

- a. The principal responsibilities of the Board are to supervise and evaluate management, to oversee the conduct of the Company's business, to set policies appropriate for the business of the Company and to approve corporate strategies and goals. The Board is to carry out its mandate in a manner consistent with the fundamental objective of enhancing shareholder value, and to ensure the Company meets its obligations on an ongoing basis and that the Company operates in a safe manner.
- b. The Board has the responsibility to identify and understand the principal risks of the business in which the Company is engaged and to ensure there are systems in place which effectively monitor and manage those risks with a view to the long-term viability of the Company.
- c. Certain responsibilities of the Board referred to herein may be delegated to committees of the Board. The responsibilities of those committees will be as set forth in their mandates, as amended from time to time. Any responsibility not delegated to management or a committee of the Board remains with the Board.
- d. In discharging its duty of stewardship over the Company, the Board expressly undertakes the following specific duties and responsibilities:
  - i. adopting, supervising and providing guidance on the Company's strategic planning process including, reviewing on at least an annual basis, a strategic plan which takes into account the opportunities and risks of the Company's business and annual approval of annual capital and operating budgets which support the Company's ability to meet its strategic objectives;
  - ii. managing the Board's own affairs, including planning its composition and size, nominating candidates for election to the Board, appointing committees, determining director compensation and assessing the effectiveness of the Board, committees and directors in fulfilling their responsibilities;
  - iii. reviewing executive performance at least annually against agreed upon written objectives and approve decisions relating to senior management, including appointment and discharge, compensation and benefits, employment contracts, termination and other special arrangements with executive officers or other employee groups;
  - iv. identifying the principal risks of the Company's business and ensuring the implementation of appropriate risk management systems;
  - v. ensuring that the Company has executives and management of the highest caliber and integrity and maintaining adequate and effective succession planning for senior management;
  - vi. placing limits on management's authority;
  - vii. approve and monitor compliance with all significant policies and procedures by which the Company is operated and review any significant new corporate policies or material amendments to existing policies;
  - viii. approve material divestitures, acquisitions, financings, changes in authorized capital, issue and repurchase of units, issue of debt securities, listing of units or other securities, issue of commercial paper and related prospectuses or the commencement or settlement of litigation that may have a material impact on the Company;
  - ix. approve annual and quarterly financial statements and other disclosure documents required by regulatory law and the release thereof by management and ensure the timely reporting of any other developments that have a significant and material impact on the value of the Company;
  - x. ensure financial results are reported fairly and in accordance with applicable accounting principles and financial reporting standards;
  - xi. overseeing the integrity of the Company's internal control and management information systems;
  - xii. overseeing the Company's effective and timely communication processes with its shareholders and with the public generally; and
  - xiii. direct management to ensure legal requirements have been met, and documents and records have been properly prepared, approved and maintained.
- e. The Board's independent directors shall meet without management and non-independent directors present on at least a quarterly basis. If a Lead Director has been appointed, such meetings of the independent directors will be presided over by the Lead Director.

**APPENDIX A - BOARD OF DIRECTORS' MANDATE - CONTINUED****Composition**

At least two-thirds of directors comprising the Board must qualify as independent directors. Any future expansion of the Board will be targeted to maintain two-thirds of the directors as independent.

**Outside Advisors and Fulfilling Responsibilities**

A director may, with the prior approval of the Chair of the Board, engage an outside advisor at the reasonable expense of the Company, where such director and the Chair of the Board determine that it is appropriate in order for such director to fulfil his or her responsibilities, provided that the advice sought cannot properly be provided through the Company's management or through the Company's advisors in the normal course. If the Chair of the Board is not available in the circumstances, or determines that it is not appropriate for such director to so engage outside counsel, the director may appeal the matter to the Corporate Governance and Nominating Committee, whose determination shall be final.

# APPENDIX B

## SUMMARY OF EQUITY PLAN TERMS

### Long Term Incentive Plan

The following summarizes the key terms of the LTIP as adopted by the Board, as amended and restated. Capitalized terms used in the summary of the LTIP below that are not otherwise defined herein, shall have the meanings given to such terms in the LTIP. A copy of the LTIP is included in Appendix C to this Circular.

**Administration.** The Board will administer the LTIP and has the right to delegate the administration and operation of the LTIP, in whole or in part, to a committee of the Board.

**Awards Available for Grant.** Pursuant to the LTIP, the Board may grant RSUs and PSUs and any combination of the foregoing.

**Eligible Participants.** As designated by the Board, RSUs and PSUs may be granted to any officer, director or employee of the Company or a Consultant of the Company or any Affiliates and any such person's personal holding company.

**Number of Shares.** The maximum number of shares which may be reserved for issuance under the LTIP in respect of grants of RSUs and PSUs to Eligible Participants, and for dividend-equivalent payments in respect thereof, cannot exceed 18,256,682 shares, representing approximately 3.8% of the Company's issued and outstanding shares as of December 31, 2021. As of December 31, 2021, there were 2,668,335 RSUs and 7,795,512 PSUs outstanding under the LTIP, representing, in aggregate, approximately 2.2% of the Company's issued and outstanding shares at such time. As of December 31, 2021, there were 5,002,434 share units that can be granted under the LTIP, representing approximately 1.05% of the Company's issued and outstanding shares at such time.

If approved by the shareholders, the Proposed Amendment to the LTIP would increase the maximum number of shares issuable under the LTIP to 28,256,682 shares, and, as a result of the Proposed Amendment, there would be 15,002,434 share units that can be granted under the LTIP, which represents approximately 3.2% of the Company's issued and outstanding shares as of the date of this Circular.

**Participation Limits.** Unless the Company has received requisite shareholder approval, under no circumstances shall the LTIP, together with all other share compensation arrangements of the Company, result, at any time, in: (i) the aggregate number of shares reserved for issuance to insiders (as a group) at any point in time exceeding 10% of the Company's issued and outstanding shares; (ii) the issuance to insiders (as a group), within a one-year period, of an aggregate number of shares exceeding 10% of the Company's issued and outstanding shares; (iii) the aggregate number of shares reserved for issuance to all non-employee directors of the Company exceeding 1% of the Company's issued and outstanding shares; or (iv) the grant to any individual non-employee director of the Company of more than CAD\$150,000 worth of shares annually. Subject to compliance with the foregoing limitations, the LTIP does not provide for a maximum number of shares which may be issued to an individual pursuant to the LTIP.

**Vesting.** Each Grant Agreement will describe the vesting dates for RSUs and PSUs. The Company intends that for non-executive directors, RSUs will cliff vest three years after the date of grant and for all other participants, RSUs will have ratable vesting over three years. The Company intends that PSUs will cliff vest three years after the date of grant.

**Term and Settlement.** RSUs and PSUs will be settled on the first business day following the applicable vesting date but in all events in the calendar year in which such first business day occurs. RSUs and PSUs will be settled by the Company in shares issued from treasury, unless the Participant elects to settle in cash in which case the cash payment will be determined by the number of shares the Participant would be eligible to receive multiplied by the Market Value. The Company has the right to override the Participant's election and settle such RSUs or PSUs in shares issued from treasury.

**Cessation.** Unless otherwise provided in the applicable Grant Agreement, if a Participant ceases to be an Eligible Person due to his or her termination or resignation without good reason, any unvested Units held by that Participant shall expire. The expiration of a Unit renders it void and incapable of settlement.

If the Participant ceases to be an Eligible Person because of a resignation with good reason or his or her death, then any unvested Units held by that Participant will immediately vest and become available for settlement. If the Participant ceases to be an Eligible Person because of his or her retirement, such Participant will continue to participate in the LTIP as if the Participant continued to be actively employed with the Company. If the Participant ceases to be an Eligible Person because of a disability, all unvested Units held by such Participant will vest based on a pro-rated amount of months between the date of grant and the termination date and be settled in accordance with the LTIP. In respect of PSUs, the Board will calculate the actual performance criteria for the purposes of settlement.

**Assignability.** Units are not transferable unless the LTIP expressly provides otherwise. Units may be settled only by: (i) the Participant to whom the Units were granted; (ii) with the Company's prior written approval and subject to such conditions as the Company may stipulate, such Participant's family or any registered retirement savings plans or registered retirement income funds of which the Participant is and remains the annuitant; (iii) upon the Participant's death, by the legal representative of the Participant's estate; or (iv) upon the Participant's disability, the legal representative having authority to deal with the property of the Participant.

**Amendments.** The Board may amend, revise or discontinue the terms and conditions of the LTIP in its sole discretion subject to certain limitations under the LTIP. The Board may, from time to time, in its discretion and without the approval of shareholders, make changes to the LTIP which do not require shareholder approval, which may include an amendment that: (i) is necessary to comply with any

## APPENDIX B - SUMMARY OF EQUITY PLAN TERMS

applicable law or any requirement of a stock exchange; (ii) is in respect of the administration of or eligibility for participation in the LTIP; (iii) is to alter, extend or accelerate the vesting or settlement terms of any Unit; or (iv) is of a "housekeeping nature", including those which are made to clarify the meaning of an existing provision of the LTIP, is to correct or supplement any provision of the LTIP that is inconsistent with any other provision of the LTIP, correct any grammatical or typographical errors or amend the definitions in the LTIP regarding administration of the LTIP.

The Board may not amend the LTIP without approval from the shareholders if any applicable law, or stock exchange rule, regulation or policy, requires that the amendment be approved by the shareholders. Shareholder approval of an amendment to the LTIP is specifically required where the amendment: (i) increases the maximum number of shares issuable under the LTIP; (ii) alters the participation limits for insiders or non-employee directors; (iii) extends the time for which a Unit expires beyond its original expiry date; (iv) permits the assignment or transfer of a unit other than for normal estate settlement purposes; or (v) amends the amendment provisions of the LTIP.

**Market Value.** Market Value means, in relation to a share, the volume weighted average trading price of the share on the "TSX" for the five immediately preceding trading days.

**Adjustments.** The LTIP provides that appropriate adjustments, if any, will be made by the Board in connection with a reclassification, reorganization, or other change of shares, consolidation, distribution, merger or amalgamation, in order to maintain the participant's economic rights in respect of their units in connection with such change in capitalization.

**Dividend Equivalents.** If a dividend becomes payable by the Company on its shares, participants will be entitled to be credited with dividend equivalent payments in the form of additional RSUs and/or PSUs, as applicable, which additional units will be settled at the same time that the underlying RSUs and/or PSUs, as applicable, are settled.

**Black-out period.** A Participant that receives shares in satisfaction of a Unit during a black-out period may not sell or otherwise dispose of those shares during the black-out period. If a Participant chooses to receive cash on the settlement of Units and the settlement date falls during a black-out period, then the Cash Equivalent will be calculated with a Market Value on the date that is seven days following the date the relevant black-out period is lifted, terminated or removed.

**Change of Control.** In the event of a change of control transaction in which there is an acquiring or surviving entity, the Board may provide for substitute or replacement units of similar value from the acquiring or surviving entity or one or more of its subsidiaries. In addition, if a participant is terminated without cause or resigns with good reason, within twelve months following a change of control, unvested Units or replacement equivalents become fully vested. In addition, on a change of control, the Market Value of a share underlying a Unit will be determined on the date of the change of control and such Unit will convert into the entitlement to receive a cash payment in accordance with the terms of the LTIP.

**Clawback.** The Board has adopted an Executive Remuneration Clawback Policy that applies to all incentive payments awarded to the Company's CEO, CFO, COO, and the VP Exploration, including cash bonuses and equity-based incentive awards granted or paid to an individual or that an individual might become entitled to receive under one or more of the Company's incentive compensation programs in effect from time to time. The clawback policy provides the Board discretion to recover any or all incentive compensation that would have otherwise not been paid if the Board determines that:

- a. There has been a Material Restatement; or
- b. The participant engaged in gross negligence or intentional misconduct, fraud, theft, or wilful misconduct (with or without a Material Restatement) as determined by Board; or
- c. The participant is found to have committed an act or omission which caused or contributed to either the censure of the Company by any applicable regulatory authority or had a significant detrimental impact to the reputation of the Company in the opinion of the Board.

### Stock Option Plan

The following summarizes the key terms of the Stock Option Plan, approved by shareholders on April 19, 2016. Capitalized terms used in the summary of the Stock Option Plan below that are not otherwise defined herein, shall have the meanings given to such terms in the Stock Option Plan.

In 2021, the Board decided to cease awarding stock options under the Company's Stock Option Plan. While option holders will be permitted to exercise their outstanding fully vested options under the Stock Option Plan, no new grants will be made under the Stock Option Plan.

**Administration.** The Board will administer the Stock Option Plan and has the right to delegate the administration and operation of the Stock Option Plan, in whole or in part, to a committee of the Board.

**Eligible Participants.** As designated by the Board, options may be granted to any employees, directors, officers and consultants of the Company and its Affiliates.

**Number of Shares.** Based on the Stock Option Plan's rolling maximum share reserve of 3.5% and 6,476,616 stock options currently outstanding the current number of common shares underlying stock options that may be issued under the Stock Option Plan is 10,152,368, which will no longer be used since stock options are no longer being granted.

**Participation Limits.** Unless the Company has received requisite shareholder approval, under no circumstances will the Stock Option Plan, together with all other share compensation arrangements of the Company, result, at any time, in: (i) the aggregate number of shares reserved for issuance to insiders (as a group) at any point in time exceeding 10% of the Company's issued and outstanding shares; (ii) the issuance to insiders (as a group), within a one-year period, of an aggregate number of shares exceeding 10% of the Company's issued and outstanding shares; (iii) the aggregate number of shares reserved for issuance to all non-employee directors of the Company exceeding 1% of the Company's issued and outstanding shares; or (iv) the annual grant to any individual non-

## APPENDIX B - SUMMARY OF EQUITY PLAN TERMS

employee director of the Company under all share Compensation Arrangements exceeding a grant value of CAD\$100,000 in options or CAD\$150,000 in full value equity awards.

**Exercise Price.** The exercise price may not be less than the closing price of the shares on the TSX on the trading day that immediately preceded the date of the grant.

**Vesting.** The vesting schedule for any option outstanding under the Stock Option Plan is determined by the Board, acting in its sole discretion, and is stated in the Stock Option Certificate. Once vested, an option holder may exercise such options and the Company will issue shares from treasury in accordance with the Stock Option Plan.

**Term.** An option granted under the Stock Option Plan has a maximum term of five years from the date it was granted.

**Cessation.** Unless the Board decides otherwise, options granted under the Stock Option Plan expire at the earlier of their expiry date and: (i) 30 days after the option holders' termination by the Company with cause or resignation without good reason; (ii) 3 years after the option holders' retirement; (iii) 12 months after the option holders' death; and (iv) 90 days after resignation with good reason or termination by the Company without cause.

**Assignability.** Options are not assignable or transferrable by an option holder and may only be exercised during the lifetime of the option holder by the option holder personally. Options may be transferred upon the death of an option holder (subject to the cessation limitations above).

**Amendments.** Subject to compliance with TSX rules, the Board may, without shareholder approval, amend, suspend or terminate the Stock Option Plan or the terms of any option previously granted, provided that such amendments do not require approval of the shareholders, which may include amendments: (i) to amend the vesting provisions of an option; (ii) as are necessary to comply with any applicable law or any requirement of a stock exchange; (iii) that are of a "housekeeping nature", including those which are made to clarify the meaning of an existing provision of the Stock Option Plan, is to correct or supplement any provision of the Stock Option Plan that is inconsistent with any other provision of the Stock Option Plan, correct any grammatical or typographical errors or amend the definitions in the Stock Option Plan regarding administration of the Stock Option Plan; or (iv) regarding the administration of the Stock Option Plan.

However, shareholder approval (as well as compliance with applicable TSX rules) is required if the Board seeks to amend the Stock Option Plan for any of the following purposes: (i) to increase the maximum reserve of shares permitted under the Stock Option Plan; (ii) to reduce the exercise price of outstanding options, except as permitted by the Stock Option Plan, or cancel and reissue options or extend the expiry date of an option except as permitted by the Stock Option Plan; (iii) to amend the insider participation limits; (iv) any change that would materially modify the eligibility requirements for participation in the Stock Option Plan; (v) any amendment that increases the limits on non-employee director participation in the plan; (vi) any amendment to the amendment provisions; or (vii) any amendment which would allow for the transfer or assignment of Options under this Plan, other than for normal estate settlement purposes.

### Withholdings.

Participants are responsible for all applicable withholding taxes resulting from their receipt of shares pursuant to the Stock Option Plan. Participants shall, at their discretion, provide the Company with any amount as necessary so as to ensure that the Company is in compliance with applicable laws relating to the applicable withholding taxes in connection with their participation under the Stock Option Plan. In addition, participants may authorize a securities dealer, to sell in the market a portion of the shares issued to realize cash proceeds to be used to satisfy the applicable withholding taxes. Participants are also responsible for completing and filing any tax returns which may be required under applicable tax laws within the applicable periods.

**Adjustments.** The Stock Option Plan provides that appropriate adjustments, if any, will be made by the Board in connection with a reclassification, reorganization, or other change of shares, consolidation, distribution, merger or amalgamation, in order to maintain the participant's economic rights in respect of their options in connection with such change in capitalization, including adjustments to the exercise price or the number of shares to which a participant is entitled upon exercise of options, or permitting the immediate exercise of any outstanding options that are not otherwise exercisable.

**Black-out Period.** No option will be granted during a black-out period or other trading restriction imposed by the Company or any other time when the Board or the Company has material undisclosed information. An option holder may not exercise an option if the Company has imposed a black-out period. If an option would expire during or within nine days of a black-out period, then the expiry date of that option will automatically be extended to the tenth (10th) business day following the date that the black-out period ends.

If the expiry date of options granted fall on a date upon which a participant is prohibited from exercising their option due to a black-out period or other Company imposed trading restriction, then the expiry date of such options will, to the extent permitted under Section 409A, be automatically extended to the tenth (10th) business day following the date the relevant black-out period or other Company imposed trading restriction is lifted, terminated or removed.

### Exercise of Options.

Participants are permitted to exercise their vested options and participate in a broker-assisted cashless exercise for payment of the participant's exercise price and withholding taxes in respect of their vested options being exercised.

**Change of Control.** In the event of a change of control transaction in which there is an acquiring or surviving entity, the Board may provide for substitute or replacement options of similar value from the acquiring or surviving entity or one or more of its subsidiaries. In addition, if a participant is terminated without cause or resigns with good reason, within twelve months following a change of control, unvested options or replacement equivalents become fully vested and each such vested option will cease to be exercisable on the earlier of the original expiry date of the option and 12 months following the termination date.

# APPENDIX C

## AMENDED AND RESTATED

# LONG TERM INCENTIVE PLAN

**EFFECTIVE AS OF APRIL 19, 2016, AND AMENDED AND RESTATED AS OF MARCH 16, 2022**

The purpose of this Plan is to advance the interests of the Corporation and its shareholders by providing to the directors, officers, employees and consultants of the Corporation a performance incentive for continued and improved services with the Corporation and its Affiliates.

### ARTICLE 1 INTERPRETATION

#### Section 1.1. Definitions

For the purposes of this Plan, the following terms shall have the following meanings:

- a. **"Adjustment Factor"** means the Adjustment Factor set out in the Grant Agreement for an award of Performance Share Units;
- b. **"Affiliate" or "Affiliated"** means, with respect to any specified Person, any other person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified person (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise);
- c. **"Applicable Withholding Taxes"** has the meaning given to that term in Section 2.6(1);
- d. **"Board"** means the Board of Directors of the Corporation or, as applicable, such committee of the Board to which the Board may choose to delegate authority to administer the Plan;
- e. **"Business Day"** means any day other than a Saturday, Sunday or statutory or civic holiday in the City of Vancouver, British Columbia;
- f. **"Cause"** (i) if the Participant has a written employment agreement with the Corporation or an Affiliate in which "cause" is defined, "cause" as defined therein; or otherwise (ii) (A) the inability of the Participant to perform his or her duties due to a legal impediment such as an injunction, restraining order or other type of judicial judgment, decree or order entered against the Participant; (B) any material breach by the Participant of his or her obligations under any code of ethics, any other code of business conduct or any lawful policies or procedures of the Corporation; (C) excessive absenteeism, flagrant neglect of duties, serious misconduct, or conviction of crime or fraud; and (D) any other act or omission of the Participant which would in law permit an employer to, without notice or payment in lieu of notice, terminate the employment of an employee;
- g. **"Cash Equivalent"** means the amount of money expressed in Canadian dollars equal to the Market Value multiplied by the number of vested Units in the Participant's notional account, net of any Applicable Withholding Taxes, on the PSU Settlement Date or RSU Settlement Date, as applicable;
- h. **"Change of Control"** means, unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:
  - i. the sale to a person, other than a subsidiary of the Corporation, of all or substantially all of the Corporations' assets;
  - ii. the acquisition by any person (whether from the Corporation or from any other person) of Shares or other securities of the Corporation having rights of purchase, conversion or exchange into Shares of the Corporation which together with securities of the Corporation held by such person, together with persons acting jointly or in concert with such person, exceeds fifty percent (50%) of the issued and outstanding Shares of the Corporation on a fully diluted basis (i.e. for either test, the purchase, conversion or exchange of such other securities, whether then purchasable, convertible or exchangeable or not, into the highest number of Shares of the Corporation, such person or persons would be entitled to);
  - iii. the amalgamation or merger of the Corporation with or into any one or more other corporations (other than: (a) an amalgamation or merger of the Corporation with or into a Subsidiary of the Corporation; or (b) an amalgamation or merger of the Corporation unilaterally recommended by the Board provided that the former holders of Shares receive, in the aggregate and in their capacities as such, shares of the amalgamated or merged corporation having attached thereto not less than 51% of the votes attached to all shares of such amalgamated or merged corporation);
  - iv. the election at a meeting of the Corporation's shareholders of that number of persons which would represent a majority of the Board as directors of the Corporation, who are not included in the slate for election as directors proposed to the Corporation's shareholders by the Board;
  - v. the completion of any transaction or the first of a series of transactions which would have the same or similar effect as any transaction or series of transactions referred to in subsections (i), (ii), (iii) or (iv) above; or

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- vi. a reasonable determination by the Board that there has been a change, whether by way of a change in the holding of the Shares, in the ownership of the Corporation's assets or by any other means, as a result of which any person or group of persons acting jointly or in concert is in a position to exercise effective control of the Corporation;
- i. **"Consultant"** has the meaning ascribed to that term in National Instrument 45-106 of the Canadian Securities administrators;
- j. **"Corporation"** means Africa Oil Corp., a corporation existing under the laws of the Province of British Columbia, and includes any successor corporation thereto;
- k. **"Date of Grant"** means the date on which a particular Unit is granted by the Board as evidenced by the Grant Agreement pursuant to which the applicable Unit was granted;
- l. **"Disability"** means the inability of a Participant to perform the duties associated with his position for one hundred and eighty (180) consecutive days as a result of his incapacity due to physical or mental illness;
- m. **"Eligible Person"** means any officer, director, or employee of the Corporation or a Consultant of the Corporation or any of its Affiliates and any such person's personal holding company, as designated by the Board, in its sole and absolute discretion;
- n. **"Expire"** means, with respect to a Unit, the termination of such Unit, on the occurrence of which such Unit is void, incapable of settlement, and of no value whatsoever; and Expires and Expired have a similar meaning;
- o. **"Good Reason"** means the occurrence of any of the following events without the Participant's written consent:
- i. Any material adverse change in the Participant's position, duties, authority or responsibilities;
  - ii. A reduction by the Corporation in the Participant's salary or bonus, if applicable;
  - iii. A material change to the Corporation's health and welfare benefit plans; and
  - iv. A change in the Participant's principal place of employment by a distance of 35 kilometers or more, unless the new principal place of employment is within 35 kilometers of the Participant's then current residence.
- p. **"Grant Agreement"** means an agreement between the Corporation and a Participant under which a Unit is granted, substantially in the form attached hereto as Schedule "A" in reference to RSUs for Participants who are not directors, Schedule "B" in reference to RSUs for Participants who are directors, and Schedule "D" in reference to PSUs, as each may be amended from time to time;
- q. **"Insider"** means a "reporting insider" as defined in National Instrument 55-104 Insider Reporting Requirements and Exemptions;
- r. **"ITA"** means the Income Tax Act (Canada), and the regulations thereunder;
- s. **"Market Value"** means, in relation to a Share, as at any date, the volume weighted average trading price of the Share on the Stock Exchange for the five (5) immediately preceding trading days. In the event that the Shares are not listed and posted for trading on a Stock Exchange, the Market Value shall be the fair market value of the Shares as determined by the Board in its sole discretion, acting reasonably and in good faith;
- t. **"Participant"** means an RSU Participant or a PSU Participant, as applicable;
- u. **"Performance Criteria"** shall mean criteria, if any, established by the Board which, without limitation, may include criteria based on the financial performance and operational performance, including significant milestones of the Corporation and/or an Affiliate;
- v. **"Performance Period"** has the meaning as set out in the Grant Agreement for Performance Share Units;
- w. **"Performance Share Unit" or "PSU"** means a unit granted or credited to a PSU Participant's notional account pursuant to the terms of this Plan that, subject to the provisions hereof, entitles a PSU Participant to receive one Share or the Cash Equivalent in accordance with the terms set forth in the Plan;
- x. **"Plan"** means this Amended and Restated Long Term Incentive Plan (including Appendix "A") as amended or restated from time to time;
- y. **"PSU Participant"** means an Eligible Person who has been designated by the Corporation for participation in the Plan and who has agreed to participate in the Plan and to whom a Performance Share Unit has been granted or will be granted thereunder;
- z. **"PSU Settlement Date"** has the meaning given to that term in Section 6.1(1)(a);
- aa. **"PSU Settlement Notice"** means a notice, in the form contained in Schedule "E" attached hereto, by a PSU Participant to the Corporation electing the desired form of settlement of vested Performance Share Units;
- ab. **"PSU Vesting Date"** means the date or dates determined in accordance with the terms of the Grant Agreement entered into in respect of such Performance Share Units (as described in Section 5.3), on and after which a particular Performance Share Unit can be settled, subject to amendment or acceleration from time to time in accordance with the terms hereof;
- ac. **"Restricted Share Unit" or "RSU"** means a unit granted or credited to an RSU Participant's notional account pursuant to the terms of this Plan that, subject to the provisions hereof, entitles an RSU Participant to receive one Share or the Cash Equivalent in accordance with the terms set forth in the Plan;
- ad. **"Retirement"** means, unless otherwise determined by the Board on or before the Date of Grant and as set forth in the Grant Agreement, the cessation of the employment of a Participant with the Corporation on or after the date the Participant has attained the age of 60 and completed ten (10) years of continuous service with the Corporation and its subsidiaries;
- ae. **"RSU Participant"** means an Eligible Person who has been designated by the Corporation for participation in the Plan and who has agreed to participate in the Plan and to whom a Restricted Share Unit has been granted or will be granted thereunder;



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- af. **"RSU Settlement Date"** has the meaning ascribed thereto in Section 4.1(1);
- ag. **"RSU Settlement Notice"** means a notice, in the form contained in Schedule "C" attached hereto, by an RSU Participant to the Corporation electing the desired form of settlement of vested Restricted Share Units;
- ah. **"RSU Vesting Date"** means the date or dates determined in accordance with the terms of the Grant Agreement entered into in respect of such Restricted Share Units (as described in Section 3.3), on and after which a particular Restricted Share Unit can be settled, subject to amendment or acceleration from time to time in accordance with the terms hereof;
- ai. **"Shares"** means common shares in the capital of the Corporation, and includes any shares of the Corporation into which such shares may be changed, classified, reclassified, subdivided, consolidated or converted from time to time;
- aj. **"Share Compensation Arrangement"** means any stock option, stock option plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism of the Corporation involving the issuance or potential issuance of securities of the Corporation from treasury, including without limitation a Share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise, but does not include any such arrangement which does not involve the issuance from treasury or potential issuance from treasury of securities of the Corporation;
- ak. **"Shareholders"** means holders of Shares;
- al. **"Stock Exchange"** means the TSX or, if the Shares are not listed or posted for trading on the TSX but are listed and posted for trading on another stock exchange, the stock exchange on which the Shares are listed or posted for trading;
- am. **"Termination Date"** means the date on which a Participant ceases to be an Eligible Person as a result of a termination of employment or retention with the Corporation or an Affiliate for any reason, including death, retirement, or resignation with or without cause. For the purposes of the Plan, a Participant's employment or retention with the Corporation or an Affiliate shall be considered to have terminated effective on the last day of the Participant's actual and active employment or retention with the Corporation or Affiliate, whether such day is selected by agreement with the individual, or unilaterally by the Participant or the Corporation or Affiliate, and whether with or without advance notice to the Participant. For the avoidance of doubt, no period of notice or pay in lieu of notice that is given or that ought to have been given under applicable law in respect of such termination of employment or retention that follows or is in respect of a period after the Participant's last day of actual and active employment or retention shall be considered as extending the Participant's period of employment or retention for the purposes of determining his or her entitlement under the Plan;
- an. **"TSX"** means the Toronto Stock Exchange; and
- ao. **"Units"** means PSUs and RSUs, as applicable.

**Section 1.2. Interpretation**

1. Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term "discretion" or "authority" means the sole and absolute discretion of the Board.
2. In the Plan, words importing the singular shall include the plural and vice versa and words importing any gender include any other gender.
3. Unless otherwise specified in the Participant's Grant Agreement, all references to money amounts are to Canadian currency.
4. As used herein, the terms "Article" and "Section" mean and refer to the specified Article and Section of this Plan, respectively.
5. The words "including" and "includes" mean "including (or includes) without limitation".

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### ARTICLE 2 GENERAL PROVISIONS

#### Section 2.1 Administration.

1. The Board shall administer this Plan. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements.
2. Subject to the terms and conditions set forth herein (including Appendix "A" hereto), the Board has the authority: (i) to grant Restricted Share Units to RSU Participants; (ii) to grant Performance Share Units to PSU Participants; (iii) to determine the terms, including the limitations, restrictions, vesting period, Performance Criteria, Performance Period, and conditions, if any, of such grants; (iv) to interpret this Plan and all agreements entered into hereunder; (v) to adopt, amend and rescind such administrative guidelines and other rules relating to this Plan as it may from time to time deem advisable; and (vii) to make all other determinations and to take all other actions in connection with the implementation and administration of this Plan as it may deem necessary or advisable. The Board's guidelines, rules, interpretations, and determinations shall be conclusive and binding upon the Corporation, its subsidiaries, and all RSU Participants, PSU Participants, Eligible Persons and their legal, personal representatives and beneficiaries.
3. Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee thereof. For greater certainty, any such delegation by the Board may be revoked at any time at the Board's sole discretion.
4. No member of the Board or any person acting pursuant to authority delegated by it hereunder shall be liable for any action or determination in connection with the Plan made or taken in good faith, and each member of the Board and each such person shall be entitled to indemnification by the Corporation with respect to any such action or determination.
5. Subject to Section 2.3, the Board may adopt such rules or regulations and vary the terms of this Plan and any grant hereunder as it considers necessary to address tax or other requirements of any applicable non-Canadian jurisdiction.
6. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Shares or any other securities in the capital of the Corporation other than as specifically provided for in the Plan.

#### Section 2.2 Grant of Units, Shares Reserved and Participation Limits

1. Subject to the provisions of this Plan, the Board may grant Units to Participants upon the terms, conditions and limitations set forth herein and such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine, provided that:
  - a. The maximum number of Shares which may be reserved for issuance under this Plan in respect of grants of Restricted Share Units to RSU Participants and grants of Performance Share Units to PSU Participants shall be equal to 28,256,682 Shares.
  - b. Unless the Corporation has received requisite Shareholder approval, under no circumstances shall this Plan, together with all other Share Compensation Arrangements, result, at any time, in:
    - i. the aggregate number of Shares reserved for issuance to Insiders (as a group) at any point in time exceeding 10% of the Corporation's issued and outstanding Shares;
    - ii. the issuance to Insiders (as a group), within a one-year period, of an aggregate number of Shares exceeding 10% of the Corporation's issued and outstanding Shares;
    - iii. the aggregate number of Shares reserved for issuance to all non-employee directors of the Corporation exceeding 1% of the Corporation's Shares; or
    - iv. the grant to any individual non-employee director of the Corporation of more than \$150,000 worth of Shares annually.For greater certainty, any Units issued in lieu of payment of cash compensation or fees and any one-time initial equity grant upon a director joining the Board are excluded from each of the limitations set forth above.
2. In the event that a Participant receives Shares from the Corporation in satisfaction of a grant of Restricted Share Units or Performance Share Units during a Corporation-imposed black-out period, the Participant shall not be entitled to sell or otherwise dispose of such Shares until such black-out period has expired.

#### Section 2.3 Amendment and Termination.

1. The Board may, in its sole discretion, suspend or terminate the Plan at any time or from time to time and/or amend or revise the terms of the Plan or of any Unit granted under the Plan and any Grant Agreement relating thereto provided that such suspension, termination, amendment, or revision shall:
  - a. not adversely alter or impair any Unit previously granted except as permitted by the terms of this Plan;
  - b. be in compliance with applicable law and subject to any regulatory approvals including, where required, the approval of the Stock Exchange;
  - c. be subject to Shareholder approval, where required by law, the requirements of the Stock Exchange or this Plan; and
  - d. to the extent applicable, comply with Appendix "A" hereto and Section 409A, as that term is defined in Appendix "A".
2. If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force with respect to outstanding Units will continue in effect as long as any such Unit or any rights pursuant thereto remain outstanding and, notwithstanding the termination of the Plan, the Board will remain able to make such interpretations and amendments to the Plan or the Units as they would have been entitled to make if the Plan were still in effect.

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3. Subject to Section 2.3(1) and, if applicable, Appendix "A" hereto, the Board may from time to time, in its discretion and without the approval of Shareholders or Participants, make changes to the Plan, except for amendments to Section 2.3(3) and Section 2.3(4), or any Unit that do not require the approval of Shareholders under Section 2.3(4), which may include:
  - a. any amendment of a "housekeeping" nature, including without limitation those made to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan;
  - b. changes that alter, extend or accelerate the terms of vesting or settlement applicable to any Units;
  - c. any amendment to the Plan respecting administration and eligibility for participation under the Plan; and
  - d. an amendment of the Plan or a Unit as necessary to comply with applicable law or the requirements of the TSX or any other regulatory body having authority over the Corporation, the Plan, the Participants or the Shareholders.
4. Shareholder approval is required for the following amendments to the Plan:
  - a. any increase in the maximum number of Shares that may be issuable from treasury pursuant to Units granted under the Plan (as set out in Section 2.2, including specifically to grants to non-employee directors), other than an adjustment pursuant to Section 2.14;
  - b. an amendment that removes or exceeds the insider participation limits as set out in Section 2.2(1)(b);
  - c. an amendment that extends the time for which a Unit Expires beyond its original expiry date;
  - d. an amendment that permits the assignment or transfer of a Unit other than for normal estate settlement purposes;
  - e. any amendment to Section 2.3(3) and this Section 2.3(4); and
  - f. in any other circumstances where the TSX and Shareholder approval is required by the TSX.
5. No such amendment to the Plan shall cause the Plan to cease to be a plan described in section 7 of the ITA or any successor to such provision.

### Section 2.4 Compliance with Legislation

1. The administration of the Plan (including any amendments thereto), the terms of the grant of any Unit under the Plan, the grant of Units, and the Corporation's obligation to issue Shares or deliver a Cash Equivalent shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of the Stock Exchange and any other stock exchange on which the Shares are listed or posted for trading, if applicable, and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Corporation, be required. The Corporation shall not be obliged by any provision of the Plan or the grant of any Unit hereunder to issue Shares or deliver a Cash Equivalent in violation of such laws, rules and regulations or any condition of such approvals.
2. No Unit shall be granted, and no Shares shall be issued hereunder, where such grant or issue would require registration of the Plan or of Shares under the securities laws of any foreign jurisdiction and any purported grant of any Unit or purported issue of Shares hereunder in violation of this provision shall be void.
3. If applicable, the Corporation shall have no obligation to issue any Shares pursuant to this Plan unless upon official notice of issuance such Shares shall have been duly listed with the Stock Exchange (and any other stock exchange on which the Shares are listed or posted for trading). Shares issued to Participants pursuant to the settlement of Units may be subject to limitations on sale or resale under applicable securities laws.
4. Should the Board, in its sole and absolute discretion and subject to Section 2.3(5) and, if applicable, Appendix "A", determine that it is not desirable or feasible to provide for the settlement of Restricted Share Units or Performance Share Units, as applicable, including by reason of any such laws, regulations, rules, orders or requirements, it shall notify the Participants of such determination and on receipt of such notice each Participant shall have the option of electing that such settlement obligations be satisfied by means of a cash payment by the Corporation equal to the Cash Equivalent of the vested Restricted Share Units or vested Performance Share Units, as applicable. Each Participant shall comply with all such laws, regulations, rules, orders and requirements, and shall furnish the Corporation with any and all information and undertakings, as may be required to ensure compliance therewith.

### Section 2.5 Effective Date

1. The Plan was initially adopted by the Board on February 26, 2016, and was amended and restated on March 16, 2022, subject to the acceptance and approval of the Plan by the Stock Exchange and the Shareholders. .
2. Should any changes to this Plan be required by any securities commission or other governmental body of any jurisdiction of Canada to which this Plan has been submitted or by any stock exchange on which the Shares may from time to time be listed, such changes will be made to this Plan as are necessary to conform with such requests and, if such changes are approved by the Board, this Plan, as amended, will remain in full force and effect in its amended form as of and from that date.

### Section 2.6 Applicable Tax Withholdings and Deductions.

1. Notwithstanding any other provision contained herein, and together with Section 2.6(3) the Corporation or the relevant Affiliate, as applicable, shall be entitled to withhold from any amount payable to a Participant, either under this Plan or otherwise, such amounts as may be necessary so as to ensure that the Corporation or the relevant Affiliate is in compliance with all applicable withholding tax or other source deduction liabilities relating to the Units (the "Applicable Withholding Taxes").
2. It is the responsibility of the Participant to complete and file any tax returns which may be required within the periods specified

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in applicable laws as a result of the Participant's participation in the Plan. The Corporation shall not be held responsible for any tax consequences to a Participant as a result of the Participant's participation in the Plan and the Participant shall indemnify and save harmless the Corporation from and against any and all loss, liability, damage, penalty or expense (including reasonable legal expense), which may be asserted against the Corporation or which the Corporation may suffer or incur arising out of, resulting from, or relating in any manner whatsoever to any tax liability in connection therewith.

3. For greater certainty, unless not required under the ITA or any other applicable law, no cash payment will be made nor will Shares be issued until:
  - a. an amount sufficient to cover the Applicable Withholding Taxes payable on the settlement of Units has been received by the Corporation (or withheld by the Corporation from the Cash Equivalent and/or cash payment, if applicable);
  - b. the Participant undertakes to arrange for such number of Shares to be sold as is necessary to raise an amount equal to the Applicable Withholding Taxes, and to cause the proceeds from the sale of such Shares to be delivered to the Corporation; or
  - c. the Participant elects to settle for cash such number of Units as is necessary to raise funds sufficient to cover the Applicable Withholding Taxes with such amount being withheld by the Corporation.

Notwithstanding the foregoing, the payment or issuance of Shares pursuant to a Unit that is subject to Appendix "A" hereto shall not be delayed pursuant to this Section 2.6(3) unless permitted under Section 409A (as that term is defined in Appendix "A" hereto).

### Section 2.7 No Interest.

No interest or other amounts shall accrue to the Participant in respect of any amount payable by the Corporation to the Participant under this Plan or Unit.

### Section 2.8 Non-Transferability

Except as set forth herein, Units are not transferable. Units may be settled only by:

- a. the Participant to whom the Units were granted;
- b. with the Corporation's prior written approval and subject to such conditions as the Corporation may stipulate, such Participant's family or any registered retirement savings plans or registered retirement income funds of which the Participant is and remains the annuitant;
- c. upon the Participant's death, by the legal representative of the Participant's estate; or
- d. upon the Participant's Disability, the legal representative having authority to deal with the property of the Participant.

### Section 2.9 Participation in this Plan.

1. No Participant has any claim or right to be granted a Unit (including, without limitation, a Unit granted in substitution for any Unit that has expired pursuant to the terms of this Plan), and the granting of any Unit does not and is not to be construed as giving a Participant a right to continued employment or to remain a Consultant, officer or employee, as the case may be, of the Corporation or an Affiliate of the Corporation. Nothing contained in this Plan or in any Unit granted under this Plan shall interfere in any way with the rights of the Corporation or an Affiliate of the Corporation in connection with the employment, retention or termination of any such person.
2. No Participant has any rights or privileges as a Shareholder of the Corporation in respect of Shares that are issuable upon the settlement of a Unit pursuant to the terms of this Plan until the allotment and issuance to the Participant of certificates representing such Shares or the entry of such Participant's name on the share register of the Corporation as the holder of Shares, and that person becomes the holder of record of those Shares. The Participant or the Participant's legal representative shall not, by reason of the grant of any Unit, be considered to be a Shareholder of the Corporation until a Unit has been duly settled and Shares have been issued in respect thereof.
3. Units shall be credited to an unfunded notional bookkeeping account established and maintained by the Corporation in the name of each Participant. Notwithstanding any other provision of the Plan to the contrary, a Unit shall not be considered or construed as an actual investment in Shares. Participants shall have no legal or equitable rights, claims, or interest in any specific property or assets of the Corporation or any Affiliate. No assets of the Corporation or any Affiliate shall be held in any way as collateral security for the fulfilment of the obligations of the Corporation or any Affiliate under this Plan. Any and all of the Corporation's or any Affiliate's assets shall be, and remain, the general unrestricted assets of the Corporation or Affiliate.
4. The Corporation's or any of its Affiliate's obligation under this Plan shall be merely that of an unfunded and unsecured promise of the Corporation or such Affiliate to pay money or issue Shares in the future, and the rights of Participants shall be no greater than those of unsecured general creditors.
5. The Corporation makes no representation or warranty as to the future Market Value of the Shares or with respect to any income tax matters affecting the Participant resulting from the grant or settlement of a Unit or transactions in the Shares. With respect to any fluctuations in the Market Value of Shares, neither the Corporation, nor any of its directors, officers, employees, Shareholders or agents shall be liable for anything done or omitted to be done by such person or any other person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Units will be granted to such Participant to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Corporation does not assume responsibility for the income or other tax consequences resulting to the Participant and they are advised to consult with their own tax advisors.

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### Section 2.10 Notice

Any Notice required to be given pursuant to the Plan must be in writing. All notices to the Corporation must be delivered personally, by prepaid registered mail or by email and must be addressed to the secretary of the Corporation. All notices to the Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received: (i) if delivered personally, on the date of delivery; (ii) if sent by prepaid, registered mail, on the fifth Business Day following the date of mailing; or (iii) if sent by email, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes hereof. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

### Section 2.11 Right to Issue Other Shares

The Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, issuing further Shares, repurchasing Shares or varying or amending its share capital or corporate structure.

### Section 2.12 Conformity to Plan

In the event that a Unit is granted or a Grant Agreement is executed which does not conform in all particulars with the provisions of this Plan, or purports to grant Units on terms different from those permitted under this Plan, the Unit, or the grant of such Unit shall not be in any way void or invalidated, but the Unit so granted will be adjusted to become, in all respects, in conformity with this Plan.

### Section 2.13 Dividend Equivalent

In the event a dividend becomes payable on the Shares, then on the payment date for such dividend, each Participant's notional account shall, unless otherwise determined by the Board in respect of any grant of Units, be credited with additional Units (including fractional Units) of the same kind as credited in such Participant's applicable notional account, the number of which shall be determined by dividing: (i) the amount determined by multiplying (a) the number of Units in such Participant's notional account (whether vested or unvested) on the record date for the payment of such dividend by (b) the dividend paid per Share, by (ii) the Market Value of a Share on the dividend payment date for such dividend, in each case, with fractions computed to two decimal places. Such additional Units (including fractional Units), if credited, shall vest on the same basis as the underlying Units.

### Section 2.14 Adjustments.

Subject to any required approval by the Stock Exchange or regulatory authority, in the case of any merger, amalgamation, arrangement, rights offering, subdivision, consolidation, or reclassification of the Shares or other relevant change in the capitalization of the Corporation, or stock dividend or distribution (excluding dividends or distributions which may be paid in cash or in Shares at the option of the Shareholder), or exchange of the Shares for other securities or property, the Corporation shall make appropriate adjustments in the Shares issuable or amounts payable, as the case may be, as determined as appropriate by the Board, to preclude a dilution or enlargement of the benefits hereunder, and any such adjustment (or non-adjustment) by the Corporation shall be conclusive, final and binding upon the Participants. However, no amount will be paid to, or in respect of, the Participants under the Plan or pursuant to any other arrangement, and no additional Units will be granted to such Participant to compensation for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

### Section 2.15 Cancellation of Units.

Upon payment in full of the value of the Units, the Units shall be cancelled and no further payments shall be made from the Plan in relation to such Units.

### Section 2.16 Governing Law

The Plan shall be governed by the laws of the Province of British Columbia applicable therein.

## APPENDIX C - AMENDED AND RESTATED LONG TERM INCENTIVE PLAN

### ARTICLE 3 RESTRICTED SHARE UNITS

#### Section 3.1 Grant of Restricted Share Units.

1. Subject to the provisions of this Plan, the Board may grant Restricted Share Units to any Eligible Person upon the terms, conditions and limitations set forth herein and such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine.
2. The grant of a Restricted Share Unit shall be evidenced by a Grant Agreement, signed on behalf of the Corporation.
3. The Corporation shall maintain a notional account for each RSU Participant, in which shall be recorded the number of vested and unvested Restricted Share Units granted or credited to such Participant.
4. The grant of a Restricted Share Unit to an RSU Participant, or the settlement of a Restricted Share Unit, under the Plan shall neither entitle such RSU Participant to receive nor preclude such RSU Participant from receiving subsequently granted Restricted Share Units.

#### Section 3.2 Calculation.

The number of Restricted Share Units (including fractional Restricted Share Units) granted at any particular time pursuant to this Plan will be determined by the Board.

#### Section 3.3 Vesting.

Each RSU Participant's Grant Agreement shall describe the RSU Vesting Dates.

### ARTICLE 4 RESTRICTED SHARE UNITS SETTLEMENT & EXPIRY

#### Section 4.1 Settlement of Restricted Share Units.

1. Except as otherwise provided in a Participant's Grant Agreement or any other provision of this Plan:
  - a. all of the vested Restricted Share Units covered by a particular grant and the related Restricted Share Units credited pursuant to Section 2.13 shall be settled as soon as practicable following the first Business Day following their RSU Vesting Date (the "RSU Settlement Date") but in all events in the calendar year in which such first Business Day occurs;
  - b. an RSU Participant is entitled to deliver to the Corporation, on or before the RSU Settlement Date, an RSU Settlement Notice in respect of any or all vested Restricted Share Units held by the RSU Participant; and
  - c. in the RSU Settlement Notice, the RSU Participant will elect, in the RSU Participant's sole discretion, including with respect to any fractional RSUs, to settle vested Restricted Share Units for their Cash Equivalent (determined in accordance with Section 4.2(1)), Shares (determined in accordance with Section 4.2(2)) or a combination thereof.
2. Subject to Section 4.1(3), settlement of Restricted Share Units shall take the form set out in the RSU Settlement Notice through:
  - a. in the case of settlement of Restricted Share Units for their Cash Equivalent, delivery of a cheque to the RSU Participant representing the Cash Equivalent;
  - b. in the case of settlement of Restricted Share Units for Shares, delivery of a share certificate to the RSU Participant or the entry of the Participant's name on the share register for the Shares; or
  - c. in the case of settlement of Restricted Share Units for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.
3. If an RSU Settlement Notice is not received by the Corporation on or before the RSU Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 4.2(2).
4. Notwithstanding the RSU Participant's RSU Settlement Notice, if the Participant chooses to settle such RSUs for their Cash Equivalent, the Board may, in its sole discretion, choose to settle such RSUs with Shares issued from treasury in the manner set out in Section 4.2(2).

Following the receipt of such payment, the Restricted Share Units so settled shall be of no value whatsoever and shall be removed from the Participant's notional account.

#### Section 4.2 Determination of Amounts.

1. **Cash Equivalent of Restricted Share Units.** For purposes of determining the Cash Equivalent of Restricted Share Units to be made pursuant to Section 4.1(2)(a) or Section 4.1(2)(c), such calculation will be made on the RSU Settlement Date based on the Market Value on the RSU Settlement Date multiplied by the number of vested Restricted Share Units in the Participant's Restricted Share Unit notional account, provided that if the RSU Settlement Date falls on a date upon which a Participant is subject to a black-out period or trading restriction imposed by the Corporation (but, for greater certainty, not a cease trade order or other restriction imposed by any person other than the Corporation), then the Cash Equivalent shall be calculated based on the Market Value on the date that is seven (7) days following the date the relevant black-out period or other trading restriction imposed by the Corporation is lifted, terminated or removed.
2. **Payment in Shares: Issuance of Shares from Treasury.** For the purposes of determining the number of Shares from treasury to be issued and delivered to an RSU Participant upon settlement of Restricted Share Units pursuant to Section 4.1(2)(b) or Section 4.1(2)(c), such calculation will be made on the RSU Settlement Date based on the whole number of Shares equal to the whole number of

## APPENDIX C - AMENDED AND RESTATED LONG TERM INCENTIVE PLAN

vested Restricted Share Units then recorded in the Participant's Restricted Share Unit notional account which the Participant desires to settle pursuant to the RSU Settlement Notice. Shares issued from treasury will be issued in consideration for the past services of the RSU Participant to the Corporation and the entitlement of the RSU Participant under this Plan shall be satisfied in full by such issuance of Shares. If applicable and selected by the Participant, the Corporation shall also make a cash payment on the RSU Settlement Date to the RSU Participant with respect to the value of fractional Restricted Share Units standing to the RSU Participant's credit after the maximum number of whole Shares have been issued by the Corporation, calculated by multiplying (i) the number of such fractional Restricted Share Units by (ii) the Market Value on the RSU Settlement Date.

### Section 4.3 Termination.

1. Except as the Board may otherwise determine or unless otherwise provided in the RSU Participant's Grant Agreement and regardless of any adverse or potentially adverse tax or other consequences resulting from the following:
  - a. if an RSU Participant ceases to be an Eligible Person as a result of such RSU Participant's termination for Cause or resignation without Good Reason, any unvested Restricted Share Units held by such RSU Participant shall Expire on the Termination Date and be of no further force or effect whatsoever and such Participant shall no longer be eligible for a grant of RSUs;
  - b. if an RSU Participant ceases to be an Eligible Person as a result of such RSU Participant's termination without Cause or termination of their consultant agreement with the Corporation, all unvested Restricted Share Units held by such RSU Participant shall Expire on the Termination Date and be of no further force or effect whatsoever and such Participant shall no longer be eligible for a grant of RSUs;
  - c. if an RSU Participant ceases to be an Eligible Person as a result of such RSU Participant's resignation with Good Reason, or death, any unvested Restricted Share Units held by such RSU Participant shall vest and be settled on the Termination Date in accordance with Section 4.1;
  - d. if an RSU Participant ceases to be an Eligible Person as a result of such RSU Participant's Retirement, such RSU Participant will continue to participate in the Plan as if the RSU Participant continued to be actively employed with the Corporation; and
  - e. if an RSU Participant ceases to be Eligible Person as a result of such RSU Participant's Disability, all unvested Restricted Share Units held by such RSU Participant shall vest based on a pro-rated amount of months between the Date of Grant and the Termination Date and be settled in accordance with the Plan as if the RSU Participant continued to be actively employed with the Corporation.

### Section 4.4 Termination Following a Change of Control.

Notwithstanding anything in this Plan to the contrary, if the employment of a Participant is terminated by the Corporation without Cause or if the Participant resigns with Good Reason, in each case within twelve months following a Change of Control, all of the Participant's Restricted Share Units vest immediately prior to the Participant's Termination Date and will be settled as at the Termination Date in accordance with Section 4.1.

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### ARTICLE 5 PERFORMANCE SHARE UNITS

#### Section 5.1 Grant of Performance Share Units

1. Subject to the provisions of this Plan, the Board may grant Performance Share Units to any Eligible Person upon the terms, conditions and limitations set forth herein and such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine.
2. The grant of a Performance Share Unit shall be evidenced by a Grant Agreement, signed on behalf of the Corporation.
3. The Corporation shall maintain a notional account for each PSU Participant, in which shall be recorded the number of vested and unvested Performance Share Units granted or credited to such Participant.
4. The grant of a Performance Share Unit to a PSU Participant, or the settlement of a Performance Share Unit, under the Plan shall neither entitle such PSU Participant to receive nor preclude such PSU Participant from receiving subsequently granted Performance Share Units.

#### Section 5.2 Calculation

The number of Performance Share Units (including fractional Performance Share Units) granted at any particular time pursuant to this Plan will be determined by the Board.

#### Section 5.3 Vesting

Each PSU Participant's Grant Agreement shall describe the Performance Criteria, the Performance Period and the Adjustment Factor, if any, established by the Board that must be achieved for Performance Share Units to vest to the PSU Participant, provided the PSU Participant is continuously employed by or in service with the Corporation, or any of its Affiliates, from the Date of Grant until such PSU Vesting Date, and provided further that in the event of any Change of Control, any unvested Performance Share Units shall vest on the date in accordance with Section 6.4 and Article 7. Subject to Appendix "A" hereto, if applicable, the Board, in its sole discretion, will have the authority to decide if the Performance Criteria have been met.

### ARTICLE 6 PERFORMANCE SHARE UNITS SETTLEMENT & EXPIRY

#### Section 6.1 Settlement of Performance Share Units.

1. Except as otherwise provided in a Participant's Grant Agreement or any other provision of this Plan:
  - a. all of the vested Performance Share Units covered by a particular grant and the related Performance Share Units credited pursuant to Section 2.13 shall be settled as soon as practicable following the first Business Day following their PSU Vesting Date (the "PSU Settlement Date") but in all events in the calendar year in which such first Business Day occurs;
  - b. a PSU Participant shall become entitled to deliver to the Corporation, on or before the PSU Settlement Date, a PSU Settlement Notice in respect of any or all vested Performance Share Units held by the PSU Participant; and
  - c. in the PSU Settlement Notice, the PSU Participant will elect, in the PSU Participant's sole discretion, including with respect to any fractional PSUs, to settle vested Performance Share Units for their Cash Equivalent (determined in accordance with Section 6.2(1)), Shares (determined in accordance with Section 6.2(2)) or a combination thereof.
2. Subject to Section 6.1(3), settlement of Performance Share Units shall take the form set out in the PSU Settlement Notice through delivery of:
  - a. in the case of settlement of Performance Share Units for their Cash Equivalent, a cheque to the PSU Participant representing the Cash Equivalent;
  - b. in the case of settlement of Performance Share Units for Shares, delivery of a share certificate to the PSU Participant or the entry of the Participant's name on the share register for the Shares; or
  - c. in the case of settlement of Performance Share Units for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.
3. If a PSU Settlement Notice is not received by the Corporation on or before the PSU Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 6.2(2).
4. Notwithstanding the PSU Participant's PSU Settlement Notice, if the Participant chooses to settle such PSUs for their Cash Equivalent, the Board may, in its sole discretion, choose to settle such PSUs with Shares issued from treasury in the manner set out in Section 6.2(2).

Following the receipt of such payment, the Performance Share Units so settled shall be of no value whatsoever and shall be removed from the Participant's notional account.

#### Section 6.2 Determination of Amounts.

1. **Cash Equivalent of Performance Share Units.** For purposes of determining the Cash Equivalent of Performance Share Units to be made pursuant to Section 6.1(2)(a) or Section 6.1(2)(c), such calculation will be made on the PSU Settlement Date based on the Market Value on the PSU Settlement Date multiplied by the number of vested Performance Share Units in the Participant's Performance Share Unit notional account, provided that if the PSU Settlement Date falls on a date upon which a Participant is subject to a black-out period or trading restriction imposed by the Corporation (but, for greater certainty, not a cease trade order or other restriction imposed by any person other than the Corporation), then the Cash Equivalent shall be calculated based on the Market



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Value on the date that is seven (7) days following the date the relevant black-out period or other trading restriction imposed by the Corporation is lifted, terminated or removed.

2. **Payment in Shares; Issuance of Shares from Treasury.** For the purposes of determining the number of Shares from treasury to be issued and delivered to a PSU Participant upon settlement of Performance Share Units pursuant to Section 6.1(2)(b) or Section 6.1(2)(c), such calculation will be made on the PSU Settlement Date based on the whole number of Shares equal to the whole number of vested Performance Share Units then recorded in the Participant's Performance Share Unit notional account which the Participant desires to settle pursuant to the PSU Settlement Notice. Shares issued from treasury will be issued in consideration for the past services of the PSU Participant to the Corporation and the entitlement of the PSU Participant under this Plan shall be satisfied in full by such issuance of Shares. If applicable and selected by the Participant, the Corporation shall also make a cash payment on the PSU Settlement Date to the PSU Participant with respect to the value of fractional Performance Share Units standing to the PSU Participant's credit after the maximum number of whole Shares have been issued by the Corporation, calculated by multiplying (i) the number of such fractional Performance Share Units by (ii) the Market Value on the PSU Settlement Date.

### Section 6.3 Termination.

1. Except as the Board may otherwise determine or unless otherwise provided in the PSU Participant's Grant Agreement and regardless of any adverse or potentially adverse tax or other consequences resulting from the following:
  - a. if an PSU Participant ceases to be an Eligible Person as a result of such PSU Participant's termination for Cause or resignation without Good Reason, any unvested Performance Share Units held by such PSU Participant shall Expire on the Termination Date and be of no further force or effect whatsoever and such Participant shall no longer be eligible for a grant of PSUs;
  - b. if an PSU Participant ceases to be an Eligible Person as a result of such PSU Participant's termination without Cause or termination of their consultant agreement with the Corporation, all unvested Performance Share Units held by such PSU Participant shall Expire on the Termination Date and be of no further force or effect whatsoever and such Participant shall no longer be eligible for a grant of PSUs;
  - c. if an PSU Participant ceases to be an Eligible Person as a result of such PSU Participant's resignation with Good Reason, or death, any unvested Performance Share Units held by such PSU Participant shall vest and be settled on the Termination Date in accordance with Section 4.1. The Board will calculate actual Performance Criteria for purposes of settlement of the PSUs for completed Performance Periods and will use target Performance Criteria for other Performance Periods;
  - d. if an PSU Participant ceases to be an Eligible Person as a result of such PSU Participant's Retirement, such PSU Participant will continue to participate in the Plan as if the PSU Participant continued to be actively employed with the Corporation; and
  - e. if an PSU Participant ceases to be Eligible Person as a result of such PSU Participant's Disability, all unvested Performance Share Units held by such PSU Participant shall vest based on a pro-rated amount of months between the Date of Grant and the Termination Date and be settled in accordance with the Plan as if the PSU Participant continued to be actively employed with the Corporation. The Board will calculate actual Performance Criteria for purposes of settlement of the PSUs for completed Performance Periods.

### Section 6.4 Termination following a Change of Control.

Notwithstanding anything in this Plan to the contrary, if the employment of a Participant is terminated by the Corporation without Cause or if the Participant resigns with Good Reason, in each case within twelve months following a Change of Control, all of the Participant's Performance Share Units will vest immediately prior to the Participant's Termination Date using an Adjustment Factor as determined by the Board on the date of the Change of Control which determines actual performance of the Corporation, and such Performance Share Units will be settled as at the Termination Date in accordance with Section 6.1.

## ARTICLE 7 CHANGE OF CONTROL

### Section 7.1 Effect of Change of Control.

1. Notwithstanding anything else in this Plan or any Grant Agreement, the Board has the right to provide for the conversion or exchange of any outstanding Units into or for units, rights or other securities in any entity participating in or resulting from a Change of Control, provided that the value of previously granted Units and the rights of Participants are not materially adversely affected by any such changes.
2. Upon the Corporation entering into an agreement relating to a transaction which, if completed, would result in a Change of Control, or otherwise becoming aware of a pending Change of Control, the Corporation shall give written notice of the proposed Change of Control to Participants, together with a description of the effect of such Change of Control on outstanding Units, not less than seven (7) days prior to the closing of the transaction resulting in the Change of Control.
3. If the surviving, successor or acquiring entity does not assume the outstanding Units or substitute similar share units for the outstanding Units, the Corporation will give written notice to all Participants advising that the Plan will be terminated effective immediately prior to the Change of Control and all Restricted Share Units will be deemed to be vested Restricted Share Units and a specified number of outstanding Performance Share Units will be deemed to be vested Performance Share Units and will be redeemed as of the termination date of the Plan. The number of Performance Share Units that are deemed to be vested Performance Share Units will be determined in Board's discretion using an Adjustment Factor that results from a determination of the Corporation's actual performance during the Performance Period.
4. In addition, on a Change of Control, the Market Value of the Share underlying a Unit will be determined and crystallized using the Market Value of the Share on the date of the Change of Control and, at such time, such Unit will automatically convert into the entitlement of such Participant to receive a cash payment, to be paid by the Corporation in the same manner and timing as the underlying Unit would have been in accordance with the Plan, provided however, that such cash payment will not be paid later than December 31 of the third calendar year following the year in which the services giving rise to the award were rendered.

## APPENDIX C - AMENDED AND RESTATED LONG TERM INCENTIVE PLAN

## APPENDIX "A"

## SPECIAL APPENDIX TO THE AFRICA OIL CORP.

**Amended and Restated Long Term Incentive Plan****Special Provisions Applicable to Eligible Persons Subject to Section 409A of the United States Internal Revenue Code**

This Appendix sets forth special provisions of the Africa Oil Corp. Amended and Restated Long Term Incentive Plan (the "Plan") applicable to Units that are subject to taxation under the United States Internal Revenue Code of 1986, as amended (the "Code"). The following provisions apply notwithstanding anything to the contrary in the Plan, any Grant Agreement or any other agreement. All capitalized terms used in this Schedule "A" and not defined herein shall have the meaning attributed to them in the Plan.

For the purposes of this Appendix:

- a. "Section 409A" means section 409A of the Code and, as applicable, related United States Treasury Regulations.
  - b. "Separation Date" means the date on which the Participant incurs a "separation from service" within the meaning of Section 409A.
  - c. "U.S. Taxpayer" means an Eligible Person whose compensation from the Corporation or any of its Affiliates is subject to Section 409A.
1. Units that are subject to this Appendix "A" will be settled only at a time and in a manner that complies with Section 409A or an applicable exemption therefrom.
  2. To the extent any amounts are to be paid or Shares are to be issued in respect of Units that are subject to Section 409A upon (or on a fixed schedule or within a specified period following) the Participant's Termination Date, the Participant's Termination Date shall not be deemed to have terminated unless and until the Participant's Separation Date. Notwithstanding anything to the contrary, if a Participant ceases to be an Eligible Person as a result of such Participant's Disability, any unvested Units that vest under Sections 4.3(e) or 6.3(e) shall be settled on the Termination Date in accordance with Section 4.1, not when they otherwise would have settled had the Participant remained actively employed with the Corporation.
  3. A Participant whose Units are subject to this Appendix "A" will only be deemed to have terminated for Good Reason if (a) the Participant has provided the Corporation with written notice within ninety (90) days after the Good Reason condition or event, (b) the Corporation has been provided an opportunity of at least thirty (30) days following delivery of such notice to cure the Good Reason condition or event and the Corporation has failed to cure such Good Reason condition, and (c) the Participant's Termination Date is not more than forty-five (45) days after the expiration of the cure period described in (b).
  4. If required to avoid additional tax under Section 409A, a Change of Control must also be a change in control event described in United States Treasury Regulation section 1.409A-3(i)(5), and no payments to U.S. Taxpayers shall be made (and no Shares shall be issued) pursuant to Section 7.1 except to the extent permitted by Section 409A.
  5. In no event shall Shares or other amounts that are to be delivered pursuant to the Plan be set aside in, or transferred to, a trust located outside the United States if it would result in taxation pursuant to Section 409A(b) of the Code.
  6. If a Participant is deemed by the Corporation at the time of the Participant's Separation Date to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any payment or Share issuance related to such Separation Date is required to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, and the related adverse taxation under Section 409A, such payments shall be delayed until the earlier of (i) the date six (6) months following the Separation Date, and (ii) the date of the Participant's death.
  7. Miscellaneous.
    - i. The Board retains the power and authority to amend, modify or terminate the Plan (including this Appendix) and any Grant Agreement to the extent that the Board, in its sole discretion, deems necessary or advisable to comply with Section 409A. Such amendments, modifications or terminations may be made without the approval of any Participant.
    - ii. To the extent applicable to U.S. Taxpayers, the provisions of the Plan are intended to comply with Section 409A (or an exemption therefrom) and shall be interpreted and administered accordingly. No provision of the Plan or amendment to the Plan or any outstanding Grant Agreement shall accelerate or defer payments or Share issuances under the Plan if such acceleration or deferral would contravene the provisions of Section 409A.
    - iii. In the event of a termination of the Plan, no payments to U.S. Taxpayers shall be made (and no Shares shall be issued) in respect of Units, except to the extent permitted by Section 409A.
    - iv. Notwithstanding the foregoing, in no event shall the Corporation, any Affiliate of the Corporation, or any employee, director, agent or advisor of the Corporation or any Affiliate of the Corporation be liable for or in respect of any additional tax, interest or penalty that may be imposed on a Participant or other person under Section 409A, or for damages for failing to comply with Section 409A.

