

**SHOAL POINT ENERGY LTD.**

#1060-1090 West Georgia Street  
Vancouver, BC V6E 3V7  
Tel: 416 637 2181 Fax: 604-681-2310

**MANAGEMENT INFORMATION CIRCULAR**

(This document contains information as at May 26, 2014 and all amounts are in Canadian dollars, unless otherwise indicated.)

**GENERAL PROXY INFORMATION**

This Management Information Circular is furnished to the shareholders (the "Shareholders") of Shoal Point Energy Ltd. (the "Company") by the management of the Company (the "Management") in connection with the solicitation of proxies to be voted at the Annual General and Special Meeting (the "Meeting") of the Shareholders to be held on Monday, June 30, 2014 at 10:00 a.m. PST at the offices of the Company situated at Suite 1060, 1090 West Georgia Street, Vancouver, BC V6E 3V7.

The solicitation of proxies will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation by the directors, regular officers and employees of the Company. The Company does not reimburse shareholders, nominees or agents for the cost incurred in obtaining from their principals authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

**APPOINTMENT, VOTING AND REVOCATION OF PROXY****Appointment**

Any shareholder has the right to appoint a person (who need not be a Shareholder) other than the persons designated in the enclosed form of proxy to attend and to vote and act for and on behalf of such person at the Meeting. In order to do so the Shareholder may insert the name of such person in the blank provided in the form of proxy, or may use another appropriate form of proxy. **All proxies must be deposited with Olympia Transfer Services Inc., Proxy Department, Suite 1003, 750 West Pender Street, Vancouver, B.C. Canada V6C 2T8 no later than 10 am (Pacific Time) on Thursday June 26, 2014, or if the meeting is postponed or adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such postponed or adjourned meeting.**

## Voting

The common shares of the Company (the “**Common Shares**”) represented by any properly executed proxy in the accompanying form will be voted for or against, or withheld from voting, as the case may be, on any ballot that may be called for in accordance with the instructions given by the Shareholder. **In the absence of such direction, such Common Shares will be voted in favor of the matters set out herein.**

**The accompanying form of proxy confers discretionary authority on the persons named in it with respect to amendments or variations to matters identified in the notice of Meeting or other matters that may properly come before the Meeting. As of the date hereof, Management is not aware of any such amendments, variations or other matters which may come before the Meeting. In the event that other matters come before the Meeting, then the management designees intend to vote in accordance with the judgment of management of the Company.**

The form of proxy must be signed by the Shareholder or the duly appointed attorney of the Shareholder authorized in writing or, if the Shareholders is a corporation, by a duly authorized officer of such corporation. A form of proxy signed by the person acting as an attorney of the Shareholder or in some other representative capacity, including an officer of a corporation which is a Shareholder, should indicate the capacity in which such person is signing and should be accompanied by the appropriate instrument evidencing the qualification and authority to act of such person, unless such instrument has previously been filed with the Company. A Shareholder or his or her attorney may sign the form of proxy or a power of attorney authorizing the creation of a proxy by electronic signature provided that the means of electronic signature permits a reliable determination that the document was created or communicated by or on behalf of such Shareholder or by or on behalf of his or her attorney, as the case may be.

## Revocation

In addition to revocation in any other manner permitted by law, a proxy given pursuant to this solicitation may be revoked by instrument in writing, including another proxy bearing a later date, executed by the registered shareholder or by its attorney authorized in writing, and by depositing such instrument at the office of the transfer agent indicated on the enclosed envelope not later than 5:00 p.m. (Toronto time) on the last business day (which excludes Saturdays, Sundays and statutory holidays in Toronto) before the date of the Meeting (or any adjournment or postponement thereof), or in any other manner permitted by law. However, the revocation of a proxy does not affect any matter on which a vote has been taken prior to the revocation.

**A Beneficial Shareholder (as defined below) who has submitted a proxy may revoke it by contacting the intermediary through which the Beneficial Shareholder’s Common Shares are held and following the instructions of the intermediary respecting the revocation of proxies.**

## Beneficial Holders

**The information set out in this section is of significant importance to those Shareholders who do not hold shares in their own name.** Shareholders who do not hold their shares in their own name (referred to in this Information Circular as “Beneficial Shareholders”) should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder’s name on the records of the Company. Such Common Shares will more likely be registered under the names of the Shareholder’s broker or an agent of that broker. In Canada,

the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name of the Canadian Depository for Securities, which acts as nominee for many Canadian broker firms.) Common Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted (for or against resolutions) at the direction of the Beneficial Shareholder. With specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Beneficial Shareholders should ensure that instructions respecting the voting of their Common Shares are communicated to the appropriate person well in advance of the Meeting.**

Existing regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is substantially similar to the instrument of proxy provided directly to registered shareholders by the Company. However, its purpose is limited to instructing the registered shareholder (i.e. the broker or agent to the broker) how to vote on behalf of the Beneficial Shareholder. The vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("Broadridge") in Canada. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting.

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

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered Shareholder and vote the Common Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxyholder for the registered Shareholder, should enter their own names in the blank space on the form of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

All references to shareholders in this Information Circular and the accompanying instrument of proxy and notice of Meeting are to registered shareholders unless specifically stated otherwise.

### **Registered Shareholders**

Registered holders of Common Shares as shown on the shareholders list prepared as of May 26, 2014 (the "**Record Date**") will be entitled to vote such shares at the Meeting on the basis of one vote for each Common Share held.

Registered shareholders may also, rather than returning the proxy received from the Company by mail or hand delivery, elect to submit a form of proxy by use of the telephone or of the Internet. Those registered holders electing to vote by telephone require a touch-tone telephone to transmit their voting preferences.

Registered holders electing to vote by telephone or via Internet must follow the instructions included in the form of proxy received from the Company.

### **INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON**

Except as otherwise disclosed herein, no: (a) person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year; (b) proposed nominee for election as director of the Company; and (c) associate or affiliate of any of the foregoing persons has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any of the matters to be acted upon other than the election of directors and the appointment of auditors.

### **VOTING SHARES AND PRINCIPAL HOLDERS THEREOF**

As of the Record Date, the Company had outstanding 469,770,243 Common Shares. Each Common Share carries one vote per share. To the knowledge of the directors and officers of the Company, no person or corporation beneficially owns, directly or indirectly, or exercises control or direction over securities carrying in excess of 10% of the voting rights to any class of outstanding voting securities of the Company.

Persons registered on the books of the Company at the close of business on the Record Date and persons who are transferees of any shares acquired after such record date and who have produced properly endorsed certificates evidencing such shares or who otherwise establish ownership thereof and demand, not later than 10 days before the Meeting, that their names be included in the list of shareholders, are entitled to vote at the Meeting of the Company.

### **PARTICULARS OF THE MATTERS TO BE ACTED UPON AT THE MEETING**

#### **Financial Statements**

The Company's audited financial statements for the years ended January 31, 2014 and January 31, 2013 have been forwarded to Shareholders, together with the Information Circular. No formal action will be taken at the Meeting to approve the financial statements with the requirements of the Business Corporations Act (*Ontario*) having been met with the advance circulation of the financial statements. If Shareholders have questions respecting the financial statements, the questions will be addressed during the "Other Business" portion of the Meeting.

#### **Appointment and Remuneration of Auditors**

Shareholders will be asked to vote for an ordinary resolution to re-appoint Dale Matheson Carr-Hilton LaBonte, Chartered Accountants of Vancouver, British Columbia, as the auditors of the Company until the next annual general meeting of the Shareholders and to authorize the Board to fix their remuneration.

**UNLESS SUCH AUTHORITY IS WITHHELD, PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF THE APPOINTMENT OF DALE MATHESON CARR-HILTON LABONTE, CHARTERED ACCOUNTANTS, AS AUDITORS OF THE COMPANY TO HOLD OFFICE UNTIL THE NEXT ANNUAL GENERAL MEETING OF THE SHAREHOLDERS AND TO AUTHORIZE THE BOARD OF DIRECTORS TO FIX THEIR REMUNERATION.**

## Election of Directors

The directors of the Company are elected at each annual general meeting of the Company and hold office until the next annual general meeting or until their successors are elected or appointed, unless the director's office is earlier vacated in accordance with the Company's Articles or applicable corporate statutes.

The Shareholders will be asked to pass an ordinary resolution to fix the number of directors of the Company at three (3). Management of the Company proposes to nominate each of the following persons for re-election as a director. Information concerning such persons, as furnished by the individual nominees, is as follows:

<b>Nominee Position with the Company and Residence</b>	<b>Principal Occupation for the Past Five Years</b>	<b>Director of the Company Since</b>	<b>Common Shares Beneficially Owned or Controlled or Directed, Directly or Indirectly</b>	<b>Committee Membership</b>
Mark Jarvis <sup>(4)</sup> British Columbia, Canada CEO and Director	Businessman; President and CEO of the Company and Hard Creek Nickel Corp. from January 2004 to present	June 28, 2013	5,130,000	Nomination Committee  Disclosure Committee  Audit Committee
Eric Schneider <sup>(3)</sup> Waterloo, Ontario Director	Partner of Miller Thomson LLP since January 2002.	June 28, 2013	3,106,972	Compensation Committee  Audit Committee  Nomination Committee  Disclosure Committee
Brian Usher-Jones <sup>(2) (5)</sup> Toronto, Ontario Director	Merchant banker since 1995;	December 16, 2013	4,333,333	Audit Committee  Compensation Committee

- (1) The information as to security holdings of each director has been provided by the respective proposed directors and nominees and is not within the Company's knowledge.
- (2) Chairman of the Audit Committee
- (3) Chairman of the Nomination Committee
- (4) Chairman of the Disclosure Committee
- (5) Chairman of the Compensation Committee

Management recommends shareholders to vote for the nominees for re-election as directors.

**UNLESS SUCH AUTHORITY IS WITHHELD, PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF A RESOLUTION TO ELECT AND APPOINTMENT MARK JARVIS, ERIC SCHNEIDER AND BRIAN USHER-JONES AS DIRECTORS OF THE COMPANY.**

Except as otherwise disclosed in this Information Circular, no director or proposed director of the Company is, or within the ten years prior to the date of this Information Circular has been, a director, chief executive officer or chief financial officer of any Company (including the Company) that:

- (a) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

No proposed director of the Company is, or was, within the ten (10) years before the date of this Information Circular, a director or an executive officer of any Company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.

No proposed director of the Company has, within the ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

### **Fixing the Number of Directors**

The Articles of the Corporation provide that the number of directors of the Corporation will be a minimum of one (1) and a maximum of ten (10). At the Meeting, the management of the Corporation proposes to elect three (3) directors.

**UNLESS SUCH AUTHORITY IS WITHHELD, PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF A RESOLUTION FIXING THE NUMBER OF DIRECTORS AT THREE (3).**

### **Empowering the Directors to Determine the Number of Directors**

Under the Business Corporations Act (Ontario) (the “OBCA”), the number of directors of a corporation is the number set out in its articles. Where a minimum of one (1) and maximum of ten (10) directors is provided for in its articles, the number of directors of the corporation and the number of directors to be elected at the annual meeting of shareholders is the number determined from time to time by special resolution of the shareholders, or if the special resolution empowers the directors to determine the number, by resolution of the directors. Where such a special resolution so empowers the directors to determine the number of directors within the minimum and maximum number of directors provided for in the articles, the directors may appoint one or more additional directors if, after such appointment, the total number of directors would not then be greater than one and one-third times the number of directors required to have been elected at the annual meeting of shareholders.

**UNLESS SUCH AUTHORITY IS WITHHELD, PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF A SPECIAL RESOLUTION PROVIDING FOR THE DIRECTORS OF THE COMPANY TO DETERMINE FROM TIME TO TIME THE NUMBER OF DIRECTORS OF THE COMPANY, SUBJECT TO THE LIMITATIONS ESTABLISHED BY THE ARTICLES OF THE COMPANY AND THE PROVISIONS OF THE OBCA.**

**The Board of Directors recommends that all shareholders vote FOR the Number of Directors Resolution.**

### **Stock Option Plan**

The Shareholders will be asked to approve the form of Stock Option Plan for the Company and unallocated options issuable pursuant to the stock option plan (the “Plan”). See Appendix “B”.

**UNLESS SUCH AUTHORITY IS WITHHELD, PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED IN FAVOUR OF A RESOLUTION APPROVING THE STOCK OPTION PLAN AS PRESENTED TO THE SHAREHOLDERS AT THE MEETING.**

### **CEASE TRADE ORDERS OR BANKRUPTCIES**

Other than as described below, none of the directors of the Company is, or within the past ten years prior to the date hereof has been, a director or executive officer of any issuer that, while that person was acting in that capacity:

- (a) was subject to a cease trade or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than 30 consecutive days;
- (b) was subject to an event that resulted, after the director or executive officer ceased to be a director or senior officer, in the issuer being the subject of a cease trade or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than 30 consecutive days; or
- (c) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings,

arrangements or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the person.

### **Compensation Discussion and Analysis**

The Compensation Committee of the Board is responsible for ensuring that the Company has in place an appropriate plan for executive compensation and for making recommendations to the Board with respect to the compensation of the Company's executive officers. The Compensation Committee ensures that total compensation paid to all NEOs is fair and reasonable and is consistent with the Company's compensation philosophy.

Compensation plays an important role in achieving short and long-term business objectives that ultimately drive business success. The Company's compensation philosophy is to foster entrepreneurship at all levels of the organization through, among other things, the granting of stock options, a significant component of executive compensation. This approach is based on the assumption that the performance of the Common Share price over the long term is an important indicator of long term performance.

The Company's compensation philosophy is based on the following fundamental principles:

1. *Compensation programs align with shareholder interests* – the Company aligns the goals of executives with maximizing long term shareholder value;
2. *Performance sensitive* – compensation for executive officers should be linked to operating and market performance of the Company and fluctuate with the performance; and
3. *Offer market competitive compensation to attract and retain talent* – the compensation program should provide market competitive pay in terms of value and structure in order to retain existing employees who are performing according to their objectives and to attract new individuals of highest caliber.

The objectives of the compensation program were developed based on the above mentioned compensation philosophy and are as follows:

- to attract and retain highly qualified executive officers;
- to align the interests of executive officers with shareholders' interests and with the execution of the Company business strategy;
- to evaluate executive performance on the basis of key measurements that correlate to long-term shareholder value; and
- to tie compensation directly to those measurements and rewards based on achieving and exceeding pre-determined objectives.

### **Competitive Compensation**

Aggregate compensation for each NEO is designed to be competitive. The Compensation Committee reviews compensation practices of similarly situated companies in determining compensation policy. Although the Compensation Committee reviews each element of compensation for market

competitiveness, and it may weight a particular element more heavily based on the NEO's role within the Company, it is primarily focused on remaining competitive in the market with respect to total compensation.

The Compensation Committee reviews from time to time data related to compensation levels and programs of various companies that are similar in size to the Company and to operate within the mining exploration and development industry, prior to making its decisions. These companies are used as the Company's primary peer group because they have similar business characteristics or because they compete with the Company for employees and investors.

The purpose of this process is to:

- understand the competitiveness of current pay levels for each executive position relative to companies with similar revenues and business characteristics;
- identify and understand any gaps that may exist between actual compensation levels and market compensation levels; and
- establish a basis for developing salary adjustments and short term and long term incentive awards for the Compensation Committee's approval.

### **Aligning the Interests of the NEOs with the Interests of the Company's Shareholders**

The Company believes that transparent, objective and easily verified corporate goals, combined with individual performance goals, play an important role in creating and maintaining an effective compensation strategy for the NEOs. The Company's objective is to establish benchmarks and targets for its NEOs which, if achieved, will enhance shareholder value.

A combination of fixed salary, option based compensation and cash bonuses are used to motivate executives to achieve overall corporate goals. For the most recent financial year, the components of executive officer compensation program were fixed salary, option based compensation and cash bonus.

Fixed salary comprises a portion for the total cash-based compensation; however, option based compensation represent compensation that is "at risk" and thus may or may not be paid to the respective executive officer depending on: (i) whether the executive officer is able to meet or exceed his or her applicable performance targets; and (ii) market performance of the Company's Common Shares. To date, no specific formula has been developed to assign a specific weighting to each of these components. Instead, the board considers each performance target and the Company's performance and assigns compensation based on this assessment and the recommendation of the Compensation Committee.

### **Base Salary**

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

**Annual Incentives**

The Company, in its discretion, may award annual incentives in order to motivate executives to achieve short-term corporate goals. The Compensation Committee and the Board approve annual incentives.

The success of NEOs in achieving their individual objectives and their contribution to the Company in reaching its overall goals are factors in the determination of their annual bonus. The Compensation Committee assesses each NEO's performance on the basis of his or her respective contributions to the achievement of the predetermined corporate objectives, as well as to needs of the Company that arise on a day to day basis. This assessment is used by the Compensation Committee in developing its recommendations to the Board with respect to the determination of annual bonuses for the NEOs. Where the Compensation Committee cannot unanimously agree, the matter is referred to the full Board for decision. The Board relies heavily on the recommendation of the Compensation Committee in granting annual incentives.

**Compensation and Measurements of Performance**

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

**Long Term Compensation**

The Company currently has no long-term incentive plans, other than stock options granted from time to time by the board under the provision of the Plan.

**Summary Compensation Table**

Particulars of compensation paid to each NEO in the most recently completed financial year, is set out in the summary compensation table below:

Name & Principal Position	Year Ending	Salary (\$)	Share-based awards (4)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Mark Jarvis, <sup>(1)(2)</sup> CEO	January 31, 2014	70,000	Nil	Nil	Nil	Nil	Nil	Nil	70,000
Brian Fiddler, <sup>(3)(4)</sup> CFO	January 31, 2014	56,000	Nil	Nil	Nil	Nil	Nil	6,000	62,000
Leslie Young, <sup>(5)(6)</sup> Corporate Secretary	January 31, 2014	42,000	Nil	Nil	Nil	Nil	Nil	Nil	42,000

- (1) Mark Jarvis was appointed Chief Executive Officer of the Company on June 28, 2013.
- (2) Effective June 28, 2013 the Company entered into a one year employment agreement with Mark Jarvis.
- (3) Brian Fiddler was appointed as Chief Financial Officer of the Company on June 28, 2013.
- (4) Effective June 28, 2013, the Company entered into a one year employment agreement with Brian Fiddler.
- (5) Leslie Young was appointed as Corporate Secretary of the Company on June 28, 2013.
- (6) Effective June 28, 2013, the Company entered into a one year employment agreement with Leslie Young.

### Incentive Plan Awards – Officers

#### Outstanding Option-Based and Share-Based Awards

Name	Option-based Awards				Share-based Awards	
	Number of securities underlying unexercised options (#)	Option exercise price <sup>(1)</sup> (\$)	Option expiration date	Value of unexercised in-the-money options <sup>(2)</sup> (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
Mark Jarvis, CEO	Nil	Nil	Nil	Nil	Nil	Nil
Brian Fiddler, CFO	Nil	Nil	Nil	Nil	Nil	Nil
Leslie Young, Corporate Secretary	Nil	Nil	Nil	Nil	Nil	Nil

Value Vested or Earned During the Year

Options granted to the NEOs of the Company vest at the time of grant. Because the exercise price of options at the time of the grant is set at or above the market price of the Common Shares on the grant date, the value of these incentive stock option grants at the time of vesting is nil.

**Incentive Plan Awards – Directors**Outstanding Option-Based Awards and Share-Based Awards

Name	Option-based Awards				Share-based Awards	
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
Mark Jarvis	Nil	Nil	Nil	Nil	N/A	N/A
Eric Schneider	Nil	Nil	Nil	Nil	N/A	N/A
John Clarke	250,000	\$0.25	Oct 29/15	Nil	N/A	N/A
	500,000	\$0.15	Mar 13/18	Nil	N/A	N/A
Howard Hanick	250,000	\$0.25	Oct 29/15	Nil	N/A	N/A
	250,000	\$0.15	Mar 13/18	Nil	N/A	N/A
Brian Usher-Jones	Nil	Nil	Nil	Nil	N/A	N/A

*Note:*

*Calculated using the closing price of the Common Shares on the CNSX on January 31, 2014 of \$.015 and subtracting the exercise price of in-the-money stock options. These stock options have 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.*

Value Vested or Earned During the Year

Options granted to the independent directors of the Company vest at the time of grant. Because the exercise price of options at the time of grant is set at or above the market price of the Common Shares on the grant date, the value of these incentive stock options at the time of vesting is nil.

**Long Term Incentive Plan (LTIP) Awards**

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

### Stock Appreciation Rights and Restricted Shares

No stock appreciation rights or restricted shares of the Company were granted by the Company to the NEOs of the Company during the year ended January 31, 2014.

### Director Compensation Table

The following table sets forth the details of compensation provided to the directors, other than the Named Executive Officers, during the Company's most recently completed financial year:

Name	Fees Earned	Share-based Awards	Option-based Awards	Non-Equity Incentive Plan Compensation	Pension Value	All Other Compensation	Total
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
Eric Schneider <sup>(1)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Mark Jarvis <sup>(2)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Brian Usher-Jones <sup>(3)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Howard Hanick <sup>(4)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil
John Clarke <sup>(5)</sup>	23,000	Nil	Nil	Nil	Nil	Nil	23,000

- (1) Mr. Schneider was appointed a director of the Company on June 28, 2013.
- (2) Mr. Jarvis was appointed a director of the Company on June 28, 2013.
- (3) Mr. Usher-Jones was appointed a director of the Company on December 16, 2013.
- (4) Mr. Hanick was appointed a director of the Company on November 9, 2010.
- (5) Mr. Clarke was appointed a director of the Company on November 18, 2010.

### Pension Plan Benefits

The Company does not have any pension or retirement plans that provide for payment or benefits at, following, or in connection with retirement or provide for retirement or deferred compensation plans.

### Employment Contracts

The Company has entered into an Employment Agreement with Mr. Mark Jarvis, effective June 28, 2013 to June 27, 2014. Mr. Jarvis provides services to the Company as Chief Executive Officer. The Employment Agreement provides that Mr. Jarvis receive a salary of \$120,000 a year.

The Company has entered into an Employment Agreement with Mr. Brian Fiddler, effective June 28, 2013 to June 27, 2014. Mr. Fiddler provides services to the Company as Chief Financial Officer. The Employment Agreement provides that Mr. Fiddler receive a salary of \$96,000 a year.

The Company has entered into an Employment Agreement with Ms. Leslie Young, effective June 28, 2013 to June 27, 2014. Ms. Young provides services to the Company as Corporate Secretary. The Employment Agreement provides that Ms. Young receive a salary of \$72,000 a year.

### SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out those securities of the Company which have been authorized for issuance under equity compensation plans as at the end of the most recently completed financial year:

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in column (a)) (c)
Equity compensation plans approved by security holders	2,250,000	\$0.23	44,715,874 <sup>(1)</sup>
Equity compensation plans not approved by security holders	Nil	N/A	N/A
Total	2,250,000	\$0.23	44,715,874

*Note: (1) The Plan is a 'rolling' stock option plan whereby the maximum number of Common Shares that may be reserved for issuance to the Plan will not exceed 10% of the issued shares of the Company at the time of the stock option grant. As at May 26, 2014, 46,977,024 Common Shares may be reserved for issuance pursuant to the Plan.*

### AUDIT COMMITTEE

Multilateral Instrument 52-110 ("MI 52-110") requires that certain information regarding the Audit Committee of a 'venture issuer' (as that term is defined in MI 52-110) be included in the management information circular sent to shareholders in connection with the issuer's annual meeting.

#### Audit Committee Charter

The full text of the charter of the Company's Audit Committee is attached hereto as Appendix "A".

#### Composition of the Audit Committee

The Audit Committee members are as of the date hereof Brian Usher-Jones (Chair), Eric Schneider, John Clarke and Howard Hanick (former Chair), each of whom is a director and financially literate in accordance with MI52-110.

### **Relevant Education and Experience**

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

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

### **Audit Committee Oversight**

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

Since the commencement of the Company's most recently completed financial year, the Company has not relied on:

1. the exemption in section 2.4 (*De Minimis Non-audit Services*) of MI 52-110 (which exempts all non-audit services provided by the Company's auditor from the requirement to be pre-approved by the Audit Committee if such services are less than 5% of the auditor's annual fees charged to the Company, are not recognized as a non-audit services at the time of the engagement of the auditor to perform them and are subsequently approved by the Audit Committee prior to the completion of that year's audit); or
2. an exemption from the requirements of MI 52-110, in whole or in part, granted by a securities regulator under Part 8 (*Exemptions*) of MI 52-110.

### **Pre-Approval Policies and Procedures**

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described in the Charter.

### **Audit Fees**

The following table provides details in respect of audit, audit related, tax and other fees billed by the external auditor of the Company for professional services rendered to the Company during the fiscal years ended January 31, 2014 and 2013.

Year Ended	Audit Fees (\$)	Audit-Related Fees (\$)	Tax Fees (\$)	All Other Fees (\$)
January 31, 2014	35,655	18,800	Nil	54,455
January 31, 2013	30,000	21,800	8,000	Nil

Audit Fees – aggregate fees billed for professional services rendered by the auditor for the audit of the Company’s annual financial statements as well as services provided in connection with statutory and regulatory filings.

Audit-Related Fees – aggregate fees billed for professional services rendered by the auditor and were comprised primarily of the review of quarterly financial statements and related documents.

Tax Fees – aggregate fees billed for tax compliance, tax advice and tax planning professional services. These services included reviewing tax returns and assisting in responses to government tax authorities.

All Other Fees – aggregate fees billed for professional services which included accounting advice and advice related to relocating employees.

#### **INDEBTEDNESS OF DIRECTORS AND OFFICERS**

As of the date hereof, there was no indebtedness owing to the Company by any individuals who at any time during the fiscal period ended January 31, 2014 were directors, executive officers or senior officers of the Company or associates of the foregoing, and none of such persons were indebted to a third party during such period where their indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any subsidiary.

#### **STATEMENT OF CORPORATE GOVERNANCE PRACTICES**

The Company’s Board and senior management consider good corporate governance to be central to the effective and efficient operation of the Company. The Board has confirmed the strategic objective of the Company is the exploration, development, production and acquisition of oil and gas properties located in Canada, specifically in Atlantic Canada.

National Instrument 58-101 (*Disclosure of Corporate Governance Practices*) (“NI 58-101”) requires the Company to disclose its corporate governance practices by providing in the Information Circular the disclosure required by Form 58-101F2. NI 58-201 establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company’s practices comply with the guidelines, however, the board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. The Company will continue to review and implement corporate governance guidelines as the business of the Company progresses and becomes more active in operations.

## Directorships

The following table is a list of directorships in other reporting issuers held by the director(s) of the Company:

Name of Director	Reporting Issuer
Mark Jarvis	Hard Creek Nickel Corporation Terra Nova Energy Ltd.
Eric Schneider	SQI Diagnostics Inc.
Howard Hanick	Waymar Resources Inc.
Brian Usher Jones	Xplore Technologies (U.S.)
John Clarke	Vena Resources Inc.

## Orientation and Continuing Education

Due to the size of the Company's current Board, the Board does not have a formal process of orientation or education program for the new members of the Board. However, any new directors will be given the opportunity to: (a) familiarize themselves with the Company, the current directors and members of management; (b) review copies of recently publicly filed documents of the Company, technical reports and the Company's internal financial information; (c) have access to technical experts and consultants; and (d) review a summary of significant corporate and securities legislation. Directors are also given the opportunity for continuing education.

Board meetings may also include presentations by the Company's management and consultants to give the directors additional insight into the Company's business.

## Ethical Business Conduct

The Board has adopted an Insider Trading Policy which has been distributed to its directors, officers, employees and consultants. A copy of the Code is available from the Company on written request.

## Nomination Committee

The Nomination Committee is responsible for proposing new nominees to the Board. The Nomination Committee will select individuals with the desired background and qualifications, taking into account the needs of the Board at the time.

The Nomination Committee members are currently Eric Schneider and Mark Jarvis. Eric Schneider is independent. Mark Jarvis is not independent by virtue of his management role with the Company.

### **Compensation Committee**

To determine compensation payable, the Compensation Committee reviews compensation paid for directors and executive officers of companies of similar size and stage of development and determine any appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of the Company.

The Compensation Committee members are currently Eric Schneider, John Clarke, Howard Hanick and Brian Usher-Jones. All members are independent.

### **Disclosure Committee**

The Disclosure Committee is responsible for ensuring compliance with the Company's corporate disclosure policy, which provides for timely, factual and accurate disclosure of corporate information to security holders and to the public. The members of the Disclosure Committee are currently are Mark Jarvis, John Clarke and Eric Schneider. Mark Jarvis is not independent by virtue of his management role in the Company.

### **Assessments**

Currently the Board takes responsibility for monitoring and assessing its effectiveness and the performance of individual directors, its committees, including reviewing the board's decision-making processes and the quality of information provided by management, and among other things:

- overseeing strategic planning
- monitoring the performance of the Company's assets
- evaluating the principal risks and opportunities associated with the Company's business and overseeing the implementation of appropriate systems to manage these risks
- approving specific acquisitions and divestitures
- evaluating senior management
- overseeing the Company's internal control and management information systems

### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

No director, executive officer or principal shareholder of the Company, or associate or affiliate of any of the foregoing, has had any material interest, direct or indirect, in any transaction since the commencement of the most recently completed financial year or in the current financial year or in any proposed transaction that has materially affected or will materially affect the Company.

### **OTHER MATTERS WHICH MAY COME BEFORE THE MEETING**

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

**ADDITIONAL INFORMATION**

Additional information relating to the Company is available on SEDAR at [www.sedar.com](http://www.sedar.com). Securityholders may contact the Company in order to request copies of the Company's consolidated financial statements at the offices of the Company at Suite 1060, 1090 West Georgia Street, Vancouver, BC V6E 3V7. Financial information about the Company may be found in the Company's consolidated financial statements and Management's Discussion and Analysis for its most recently completed financial year.

**GENERAL**

The contests and the sending of the Notice of Meeting, the Information Circular and related meeting materials to each shareholder of the Company entitled thereto, each director of the Company, the auditor of the Company and, where required, all applicable securities regulatory authorities have been approved by the board of directors of the Company.

Dated at Vancouver, British Columbia this 30<sup>th</sup> day of May, 2014.

***"Mark Jarvis"***

Mark Jarvis,  
Director and Chief Executive Officer

## APPENDIX "A"

**AUDIT COMMITTEE CHARTER****Overall Purpose and Objectives**

- The audit committee will assist the board in fulfilling its oversight responsibilities.
- The audit committee will review the quarterly and annual financial statements, including the MD&A, prior to the presentation of the statements to the board.
- The audit committee will review the Company's internal financial reporting system and the audit process, and make recommendations to the board as required.
- In performing its duties, the committee will maintain effective working relations with the board of directors, the management, and the external auditors.
- Each committee member will obtain an understanding of the committee's responsibilities, and their responsibilities as committee members.

**Authority**

- The board authorizes the audit committee, within the scope of its responsibilities, to:
  1. Seek any information it requires from any employee (and all employees are directed to co-operate with any request made by the audit committee).
  2. Ensure the attendance of Company officers at meetings as appropriate.
  3. Obtain outside legal or other professional advice.
- The audit committee shall recommend to the board their choice for auditor, and the compensation of the auditor <sup>1</sup>.
- The auditor shall report directly to the audit committee <sup>2</sup>.
- The audit committee shall pre-approve any non-audit services to be provided by the auditor <sup>3</sup>.

**Organization**

- The audit committee will consist of (3) members, of which (2) will be independent.
- Members will be appointed for a (1) year term.
- The chairman of the audit committee will be nominated by the board.
- A quorum for any meeting will be (2) members.

---

<sup>1</sup> Mandatory requirement under Multilateral Instrument 52-110, Audit Committees.

<sup>2</sup> Same.

<sup>3</sup> Same.

**Organization (continued)**

- The secretary of the audit committee will be the Company secretary.
- Meetings will be held not less than (4) times a year. Special meetings may be convened as required.
- The meetings will be minuted.
- The auditor may convene a meeting if they consider it necessary.

- The auditor will be invited to at least (1) meeting a year, and invited to make presentations as required.

#### **Roles and Responsibilities – Financial Statements**

- Review the financial statements and determine whether they are complete and consistent with the information known to the committee members.
- Review the financial statements with respect to appropriate accounting principles.
- Meet with management to review the statements.
- Review the management discussion and analysis to ensure it is understandable and consistent with their knowledge of the financial statements.

#### **Roles and Responsibilities – Annual Audit**

- Review the auditor's proposed audit scope, and ensure there are no unreasonable restrictions or limitations on the scope.
- Consider the independence of the auditor by reviewing any other services they provide the Company (tax, consulting, etc.).
- Meet with management and the auditors to review the results of the audit.
- Review the performance of the auditors.
- Make recommendations to the board regarding the reappointment of the auditor.
- Meet separately with the auditor to discuss any matters that the committee or the auditors believe should be discussed privately.
- Ensure that significant findings and recommendations made by the auditors are brought to the attention of the full board.
- Ensure that management responds to the recommendations from the auditor.

#### **Roles and Responsibilities – Other**

- Ensure the board is aware of matters which may significantly impact the financial statements or affairs of the Company.
- If necessary, institute special investigations and if deemed necessary, hire special counsel or experts to assist.
- Review and update the charter, and have changes approved by the board.
- Establish procedures for the confidential submission by employees with respect to questionable accounting practices<sup>4</sup>.
- Establish procedures with respect to the treatment of complaints received by the Company regarding accounting or auditing matters<sup>5</sup>.

---

<sup>4</sup> Mandatory requirement under Multilateral Instrument 52-110, Audit Committees.

<sup>5</sup> Same.

APPENDIX “B”

# SHOAL POINT ENERGY LTD.

## STOCK OPTION PLAN

June, 2014

### ARTICLE 1 PURPOSE

**1.1** Shoal Point Energy Ltd. (the “**Corporation**”) hereby establishes the Shoal Point Stock Option Plan (the “**Plan**”), upon the terms and conditions set out below.

**1.2** The purpose of the Plan is to allow certain officers, directors, employees, advisers and/or service providers to the Corporation or any of its Affiliates to participate in the growth and development of the Corporation by providing such persons with the opportunity, through share options, to acquire a proprietary interest in the Corporation.

### ARTICLE 2 DEFINITIONS

**2.1** The following definitions shall be applicable throughout the Plan unless specifically modified by any paragraph:

“**Advisory Board**” means the board of advisers of the Corporation.

“**Affiliate**” means any body corporate which is an “affiliate” (as such term is defined in the *Business Corporations Act* (Ontario)) of the Corporation.

“**Beneficial Owner**” means the person of whom a Holder is a Permitted Assign.

“**Board**” means the Board of Directors of the Corporation.

“**Change of Control**” means the occurrence of any one or more of the following events:

- (i) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation or any of its Affiliates and another corporation or other entity, as a result of which the holders of Shares prior to the completion of the transaction hold or beneficially own, directly or indirectly, less than 50% of the outstanding Voting Securities of the successor corporation after completion of the transaction;

- (ii) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of substantially all of the assets, rights or properties of the Corporation to any other person or entity that is not then as shareholder of the Corporation, other than a disposition to a wholly-owned Subsidiary in the course of a reorganization of the assets of the Corporation and its Subsidiaries;
- (iii) a resolution is adopted to wind-up, dissolve or liquidate the Corporation;
- (iv) an acquisition by any person, entity or group of persons or entities acting jointly or in concert of beneficial ownership of more than 50% of the voting rights attached to the outstanding Shares of the Corporation;
- (v) the distribution of Shares to the public under a prospectus or registration statement; or
- (vi) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent.

For the purposes of the foregoing, "**Voting Securities**" means Shares and any other shares entitled to vote for the election of directors and shall include any securities, whether or not issued by the Corporation, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors including any options or rights to purchase such shares or securities.

"**Consultant**" means a person that (i) is engaged to provide services to the Corporation or a Related Entity, other than services provided in relation to a distribution; (ii) provides the services under a written contract with the Corporation or a Related Entity; and (iii) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Related Entity.

"**Corporation**" means Shoal Point Energy Ltd.

"**Eligible Person**" has the meaning ascribed thereto in Section 6.1.

"**Fair Market Value**" of a Share, as of any specified date, shall be determined by the Board acting with reasonable diligence and in good faith. On any date when the Shares are not traded on an exchange or other market, such determination shall be based on a sale of the entire Corporation as a going concern negotiated at arm's length between a willing buyer and a willing seller, without taking into account any discount or illiquidity or minority interests; provided, that

the Board may, in its sole and absolute discretion (but shall not be required to) cause the Corporation to retain an independent investment banking firm, consulting firm, accounting firm or other professionally capable entity to assist the Board to determine the Fair Market Value as of a date specified by the Board. On any date when the Shares are traded on an exchange or other market, such determination be based on the applicable rules of the exchange or market, and the relevant trading and quoted prices, and any other applicable regulatory requirements. Neither the Corporation nor any director, officer or employee thereof shall have any liability even though the Fair Market Value as so determined may be more or less than the actual fair market value thereof.

“**Holder**” means an Eligible Person granted an Option.

“**Option**” means a non-transferable option to purchase Shares of the Corporation granted pursuant to the terms of this Plan.

“**Option Agreement**” means a written agreement between the Corporation and a Holder with respect to an Option, including an agreement in the form of Schedule “A” hereto.

“**Option Price**” means the price at which a Share may be purchased upon exercise of an Option.

“**Outstanding Issue**” means the number of Shares outstanding on a non-diluted basis immediately prior to the proposed Option issuance, plus the number of Shares issuable upon exercise of rights attached to any securities, other than Options, issued by the Corporation which are convertible into or exchangeable for Shares.

“**Permitted Assign**” means a person which is a “permitted assign” as defined in Section 2.22 of National Instrument 45-106 – *Prospectus and Registration Exemptions*, as adopted by the Ontario Securities Commission.

“**Plan**” means this Shoal Point Stock Option Plan, as amended from time to time.

“**Related Entity**” means a person which is a “related entity” of the Corporation as defined in Section 2.22 of National Instrument 45-106 – *Prospectus and Registration Exemptions*, as adopted by the Ontario Securities Commission.

“**Shares**” means any shares in the capital of the Corporation, as determined by the Board in its sole discretion in connection with a grant of Options including, without limitation, common shares of the Corporation.

“**Subsidiary**” means any body corporate which is a “subsidiary” of the Corporation (within the meaning ascribed to such term in the *Business Corporations Act* (Ontario)).

“**Termination**” means: (i) in the case of an employee, the termination of the employment of the employee with or without cause by the Corporation or a Related Entity or cessation of employment of the employee with the Corporation or a Related Entity as a result of resignation or otherwise, including without limitation, death, disability or retirement; (ii) in the case of an

officer or a director, the removal of or failure to re-elect or re-appoint the individual as an officer or director of the Corporation or a Related Entity; and (iii) in the case of a Consultant, the termination of the services of a Consultant by the Corporation or a Related Entity.

“**Termination Date**” means ninety (90) days after the earlier of (a) the date of the Holder’s, or a Permitted Assign’s Beneficial Owner’s, last day actively at work for or in service of the Corporation or a Related Entity, regardless of the reason for cessation of employment or service, or (b) the day on which the Holder, or a Permitted Assign’s Beneficial Owner, gives or is given a notice of termination, notice of dismissal or other similar notice with respect to termination of employment or service; provided that where the Holder, or a Permitted Assign’s Beneficial Holder, dies prior to the end of the ninety (90) day period described above, “Termination Date” shall mean one (1) year after the date of the death of the Holder or a Permitted Assign’s Beneficial Owner.

### **ARTICLE 3 EFFECTIVE DATE AND DURATION OF THE PLAN**

**3.1** The Plan shall be effective upon the date of its adoption by the Board. No further Options may be granted under the Plan after the expiration of ten (10) years from the date of its adoption by the Board.

### **ARTICLE 4 ADMINISTRATION**

**4.1** The Plan shall be administered by the Board, and in respect thereof, the Board shall have the power to:

- (a) establish policies and to adopt rules and regulations for carrying out the purposes, provisions and administration of the Plan;
- (b) interpret and construe the Plan and to determine all questions arising out of the Plan and any Option granted pursuant to the Plan, and any such interpretation, construction or determination made by the Board shall be final, binding and conclusive for all purposes;
- (c) determine which Eligible Persons may be granted Options and to grant Options;
- (d) determine the class or series of Shares covered by each Option
- (e) determine the number of Shares covered by each Option;
- (f) determine the Option Price;
- (g) determine the time or times when Options will be granted and exercisable;
- (h) determine if the Shares that are subject to an Option will be subject to any restrictions upon the exercise of such Option; and

- (i) prescribe the form of documentation relating to the grant, exercise and other terms of the Options.

**4.2** The Board may postpone or adjust any exercise of any Option or the issue of any Shares pursuant to this Plan as the Board in its sole discretion may deem necessary in order to permit the Corporation to determine that the Shares issuable pursuant to this Plan may be issued in reliance upon applicable prospectus and registration exemptions. The Corporation is not obligated by any provision of this Plan or any grant hereunder to sell or issue Shares in violation of any applicable law.

## **ARTICLE 5 SHARES SUBJECT TO THE PLAN**

**5.1** The Board may from time to time grant Options to one or more persons determined by it to be eligible for participation in this Plan in accordance with the provisions of ARTICLE 6. In no event shall Options be granted if as a result of such grant as at the time immediately following such grant the aggregate number of Options granted under this Plan would entitle the Holders thereof to purchase in the aggregate in excess of 10% of the Outstanding Issue. To the extent that an Option lapses or the rights of its Holder terminate, any Shares subject to such Option shall again be available for the grant of an Option.

## **ARTICLE 6 ELIGIBILITY, GRANT AND TERMS OF OPTIONS**

**6.1** Options may be granted, subject to applicable law, only to a person who, at the time of grant, is (i) an officer, director, employee, Adviser or Consultant of the Corporation; (ii) an officer, director, employee, Adviser or Consultant of a Related Entity of the Corporation; (iii) a member of the Advisory Board of the Corporation; or (iv) a Permitted Assign of any person listed in the preceding subsections (i),(ii) or (iii) (each, an “**Eligible Person**”). For greater certainty, an Option may be granted on more than one occasion to the same person or entity.

**6.2** At the time of the grant of an Option, the Board may, in its sole discretion, prescribe additional terms, conditions or restrictions relating to the Option. Each Option shall be evidenced by an Option Agreement setting forth such additional terms, conditions or restrictions and in such form and containing such provisions not inconsistent with the provisions of the Plan as the Board from time to time shall approve. Each Option Agreement shall also specify the time or times during which the Option may be exercised and shall specify the effect of termination of services or employment (by retirement, disability, death or otherwise) on the exercisability of the Option. Such Option Agreement may also include, without limitation, provisions relating to (i) vesting of Options and, subject to the provisions hereof, accelerating such vesting on a Change of Control; (ii) tax matters (including provisions permitting the withholding of a portion of the Holder’s cash remuneration by the Corporation or any Affiliate to satisfy federal or provincial income tax or other withholding); and (iii) any other matters not inconsistent with the terms and provisions of this Plan that the Board shall in its sole discretion determine. The terms and conditions of an Option Agreement need not be identical to the terms of any other Option Agreement.

**6.3** The price at which a Share may be purchased upon exercise of an Option shall be determined by the Board at the time the Option is granted provided that such price shall be stated in Canadian dollars. In the event that, at the time the Option is granted, the Shares are listed for trading on an exchange or other market, the price at which a Share may be purchased upon exercise of an Option shall be determined to be an amount which is not less than that permitted under the applicable rules of the exchange or market. Subject to Section 8.3, the purchase price of the Shares for which an Option or portion thereof is exercised shall be paid in full in cash or by certified cheque to the Corporation at the time of exercise in the manner prescribed by the Board or as set out in the Option Agreement.

**6.4** The term of each Option shall be as specified by the Board, provided that the expiry of each Option shall be the later of a fixed expiration date (the “**Fixed Expiry Date**”) or, in the event that the Fixed Expiry Date falls within or immediately after a blackout period imposed by the Corporation ten (10) business days after the end date of the blackout period. No Option term shall exceed five (5) years from the date of the grant, unless otherwise expressly authorized by the Board.

**6.5** Any Option shall be exercisable in whole or in such instalments and at such times as determined by the Board.

**6.6** The terms of an Option may not be amended once issued. If an Option is cancelled prior to its expiry date, the Corporation shall not grant new options to the holder of the cancelled Option until 30 days have elapsed from the date of cancellation.

## **ARTICLE 7 TERMINATION OF ELIGIBILITY**

**7.1** Each Option held by the Holder, whether vested or unvested, and all rights to purchase Shares pursuant thereto, will immediately expire and cease to be exercisable on the Termination Date. Without limitation, and for greater certainty only, this section will apply regardless of whether the Holder was dismissed with or without cause and in the event of Termination by the Corporation will be effective as of the date notice of termination is given by the Corporation regardless of whether the Holder received compensation in respect of dismissal or was entitled to a period of notice of termination.

## **ARTICLE 8 EXERCISE OF OPTIONS**

**8.1** Subject to the provisions of the Plan, an Option that has vested may be exercised from time to time by delivery to the Corporation at its registered office of a stock option plan subscription agreement in the form of Schedule “B” to the Secretary of the Corporation specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option Price of the Shares to be purchased. Certificates for such Shares shall be issued and delivered to the Holder within a reasonable time following the receipt of such notice and payment.

**8.2** Notwithstanding any of the provisions contained in the Plan or in any Option, the Corporation's obligation to issue Shares to a Holder pursuant to the exercise of an Option shall be subject to:

- (a) completion of such registration or other qualification of such Shares or obtaining approval of such governmental authority as the Corporation shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;
- (b) the admission of such Shares to listing on any stock exchange on which the Shares may then be listed; and
- (c) the receipt from the Holder of such representations, agreements and undertakings, as the Corporation or its counsel determines to be necessary or advisable.

The Corporation shall, to the extent necessary, take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Shares in compliance with applicable securities laws and for the listing of such Shares on any stock exchange on which the Shares are then listed.

**8.3** At the discretion of the Company, notwithstanding Section 8.1, a Holder may elect to effect a cashless exercise of any or all of such Holder's vested and exercisable rights under an Option by delivery to the Corporation at its registered office of a stock option plan subscription agreement in the form of Schedule "B" to the Secretary of the Corporation specifying the number of Shares with respect to which the Option is being exercised and specifying the cashless exercise election. In connection with any such cashless exercise, the Holder shall be entitled to receive, without any cash payment (other than the taxes required to be paid in connection with the exercise which must be paid by the Holder to the Corporation in cash at the time of exercise), such number of whole Shares (rounded down to the nearest whole number) obtained pursuant to the following formula:

$$X = \frac{[A \times (B - C)]}{B}$$

Where:

- X = the number of whole Shares to be issued
- A = the number of Shares with respect to which Option being exercised
- B = the closing price of the Shares on the Exchange on the last trading day preceding the day that written notice of the request for cashless exercise is received by the Corporation at its head office
- C = the exercise price of the Option

In connection with any such cashless exercise, the full number of Shares issuable and underlying the Option being exercised (item "A" in the formula) shall be considered to have been issued for the purposes of determining the number of Shares which may be issued under the Plan and the number of Shares remaining for issuance subsequent to such cashless exercise.

## **ARTICLE 9 RECAPITALIZATION OR REORGANIZATION**

**9.1** If there is any change in the outstanding Shares by reason of a stock dividend or split, recapitalization, consolidation, combination or exchange of shares, or other fundamental corporate change, the Board will make, subject to any prior approval required of applicable regulatory authorities or stock exchange, if any, an appropriate substitution or adjustment in (i) the exercise price of any unexercised Options under this Plan; (ii) the number or kind of shares or other securities reserved for issuance pursuant to this Plan; and (iii) the number and kind of shares subject to unexercised Options theretofore granted under this Plan; provided, however, that no substitution or adjustment will obligate the Corporation to issue or sell fractional shares. In the event of the reorganization of the Corporation or the amalgamation, merger or consolidation of the Corporation with another corporation, the Board may make such provision for the protection of the rights of Holders as the Board in its sole discretion deems appropriate. The determination of the Board, as to any adjustment or as to there being no need for adjustment, will be final and binding on all parties.

**9.2** The existence of the Plan and the Options granted hereunder shall not affect in any way the right or power of the Board or the shareholders of the Corporation or any Affiliate to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, any amalgamation, merger or consolidation of the Corporation, any issue of debt or equity securities ahead of or affecting Shares or the rights thereof, the dissolution or liquidation of the Corporation or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding. No Holder, beneficiary or other person shall have any claim against the Corporation, an Affiliate, or the directors thereof, as a result of any such action.

**9.3** Except as hereinbefore expressly provided, the issuance by the Corporation of Shares of any class or securities convertible into shares of any class, for cash, property, labour or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of Shares or obligations of the Corporation convertible into such Shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to Options theretofore granted or the purchase price per Share, if applicable.

## **ARTICLE 10 AMENDMENT AND TERMINATION OF THE PLAN**

**10.1** Subject to the requisite shareholder and regulatory approvals set forth under Sections 10.2 and 10.3 below, the Board may from time to time amend or revise the terms of the Plan or may discontinue the Plan at any time provided however that no such right may, without the consent of the Holder, in any manner adversely affect the Holder's rights under any Option theretofore granted under the Plan.

**10.2** The Board may not, without the receipt of any requisite shareholder and regulatory approval, make the following amendments to the Plan:

- (a) any amendment to the number of securities issuable under the Plan, including an increase to a fixed maximum number of securities or a change from a fixed maximum number of securities to a fixed maximum percentage. A change to a fixed maximum percentage which was previously approved by shareholders will not require additional shareholder approval;
- (b) any change to the class of Holders eligible to receive Options which would have the potential of broadening or increasing Insider participation;
- (c) the addition of any form of financial assistance;
- (d) any amendment to a financial assistance provision which is more favourable to participants;
- (e) any addition of a further cashless exercise feature, payable in cash or securities, which does not provide for a full deduction of the number of underlying securities from the Plan reserves;
- (f) the addition of a deferred or restricted share unit or any other provision which results in participants receiving securities while no cash consideration is received by the Corporation; and
- (g) any other amendments that may lead to significant or unreasonable dilution in the Corporation's outstanding securities or may provide additional benefits to eligible participants, especially Insiders of the Corporation, at the expense of the Corporation and its existing shareholders.

**10.3** The Board may, subject to receipt of requisite regulatory approval where required, in its sole discretion and without the approval of shareholders, make all other amendments to the Plan that are not of the type contemplated in Section 10.2 above including, without limitation:

- (a) amendments of a "housekeeping" nature, including, without limitation, amendments for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, or to comply with applicable law or the requirements of any stock exchange on which the Shares are listed;
- (b) a change to the vesting provisions of an Option or the Plan;
- (c) a change to the termination provisions of an Option or the Plan which does not entail an extension beyond the original expiry date;
- (d) a discontinuance of the Plan; and

- (e) the addition of provisions relating to phantom share units, such as restricted share units and deferred share units, which result in participants receiving cash payments, and the terms governing such features.

**10.4** Notwithstanding the provisions of subparagraph 10.3(b) above, the Corporation shall additionally obtain requisite shareholder approval in respect of amendments to the Plan that are contemplated pursuant to subparagraph 10.3(b), to the extent such approval is required by any applicable laws or regulations.

## **ARTICLE 11 MISCELLANEOUS**

**11.1** Neither the adoption of the Plan by the Corporation nor any action of the Board shall be deemed to give a Holder any right to be granted an Option to purchase Shares except as may be evidenced by an Option Agreement, and then only to the extent and on the terms and conditions expressly set forth therein.

**11.2** Holder shall not have any rights as a shareholder of the Corporation with respect to any of the Shares covered by such Option until such holder shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Option Price of the Shares in respect of which the Option is being exercised and of any applicable taxes) and the Corporation shall have issued such Shares to the Holder in accordance with the terms of the Plan.

**11.3** Nothing contained in the Plan shall (i) confer upon any Holder or any Beneficial Owner any right with respect to continuation of employment or service with the Corporation or any Affiliates; or (ii) interfere in any way with the right of the Corporation or any Affiliates to terminate his or her employment or service at any time.

**11.4** The Corporation shall not be obligated to issue any Shares pursuant to any Option granted under the Plan at any time when, in the opinion of legal counsel for the Corporation, there is no exemption from the registration or prospectus requirements of such laws, rules or regulations applicable to the issuance and sale of such shares, including securities laws.

**11.5** No fractional shares shall be delivered and no cash in lieu of fractional shares will be paid by the Corporation to a Holder.

**11.6** To the extent required under applicable law or regulation, the Corporation shall be entitled to take all reasonable and necessary steps, including the sale of any Shares issued upon the exercise of any Option granted under the Plan, the withholding of any amount otherwise due to a Holder (or a beneficiary of a Holder), or requiring all reasonable or necessary indemnities, assurances, payments or undertakings, to the sole satisfaction of the Corporation, to satisfy any tax remittance obligations of the Corporation to any taxing authorities arising in respect of any exercise of any Options granted or cashless exercises permitted under the Plan by the Corporation, and the Corporation shall be and is hereby appointed as the irrevocable attorney-in-fact for any person granted an Option under this Plan to take all such reasonable and necessary steps or sales of Shares including, without limitation, Share sales resulting from any cashless

exercise. The Corporation does not accept responsibility for the price obtained on the sale of such Shares.

**11.7** Holders and their beneficiaries shall be responsible for all taxes with respect to any Options or cashless exercises under the Plan or under any Option Agreement, whether arising as a result of the grant or exercise of Options, any cashless exercise rights or otherwise. The Corporation makes no guarantee or representation to any person regarding the tax treatment of Options, a cashless exercise or payments made under the Plan or any Option Agreement and none of the Corporation, or any of its officers, directors, employees or other representatives shall have any liability to a Holder or a beneficiary of a Holder with respect thereto. With respect to all Options and cashless exercise rights, unless otherwise determined by the Board in its sole discretion, the Corporation agrees to elect under subsection 110(1.1) of the Income Tax Act (Canada) (or any successor provision thereto) so as to permit the Holder to claim a deduction under paragraph 110(1)(d) of the said Act (or any successor provision thereto) with respect to the exercise price, or the payment due under any cashless exercise, as the case may be.

**11.8** An Option shall not be transferable or assignable and shall be exercisable during the Holder's lifetime only by such Holder. Holders may not assign, transfer, pledge or hypothecate any Options or any rights thereunder in any way (whether by operation of law or otherwise). Options shall not be subject to execution, attachment or similar process.

**11.9** This Plan shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

IN WITNESS WHEREOF this Corporation has executed this Shoal Point Stock Option Plan the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SHOAL POINT ENERGY LTD.**

By \_\_\_\_\_  
Name:  
Title:

## SCHEDULE "A"

**THIS OPTION AGREEMENT** is made as of the [●] day of [●], 20[●].

B E T W E E N :

**SHOAL POINT ENERGY LTD.**, an Ontario Corporation

(hereinafter referred to as the "**Corporation**"),

- and -

[**NAME OF OPTIONHOLDER**],

(hereinafter referred to as the "**Holder**")

THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), it is agreed by and between the parties as follows:

1. The Corporation grants to the Holder an option (the "**Option**") to purchase [●] common shares of the Corporation ("**Shares**") at the price of C\$[●] per each Share (the "**Option Price**"). This Option is granted pursuant to the Stock Option Plan of the Corporation dated June, 2014 (as the same may be amended, supplemented or replaced from time to time, the "**Plan**").
2. Subject to any earlier termination of the Option in accordance with the Plan or the other terms and conditions of this Agreement and subject to extension only in the event of the death of the Holder or a Permitted Assign's Beneficial Owner as contemplated in Section 2.1 "**Termination Date**" of the Plan, on the close of business on the fifth (5<sup>th</sup>) anniversary of the date of this agreement (the "**Final Termination Date**"), all rights (vested or unvested) of the Holder to purchase the Shares underlying the Option or to exercise the Option shall terminate and the Option shall immediately expire and cease to have any further force or effect.
3. The Option will vest as set out in Exhibit A.
4. Notwithstanding Section 3, the Option shall become fully vested and will be exercisable in the event of a Change of Control, as defined in the Plan, or as otherwise determined by the board of directors of the Corporation. All unexercised Options, whether vested or unvested, shall expire and terminate [● days] after the giving of a notice in respect of such Change of Control or determination by the Board (a "**Permitted Exercise Notice**") and otherwise in accordance with the terms of the Plan.

5. The Holder may exercise any or all of such Holder's vested and exercisable rights under the Option by the delivery to the Secretary of the Corporation of a notice in writing of the exercise of such rights under the Option, in the form of Schedule "B" to the Plan, together with a certified cheque or bank draft drawn on or issued by a Canadian chartered bank and payable to the Corporation in the amount of the aggregate Option Price for all or any number (as may be specified by the Holder in such notice) of the Shares which may then be purchased by the Holder pursuant to such vested rights and issued to the Holder, and copies executed by the Holder of such shareholder, restricted stock, voting trust, sale, reorganization, escrow, lockup, agency and/or other agreements as the Board may in its sole discretion specify in a Permitted Exercise Notice. The Corporation shall take such steps as are necessary in order to issue such Shares as soon as practicable thereafter.
6. Notwithstanding Section 5, a Holder may elect to effect a cashless exercise of any or all of such Holder's vested and exercisable rights under an Option by delivery to the Corporation at its registered office of a stock option plan subscription agreement in the form of Schedule "B" to the Secretary of the Corporation specifying the number of Shares with respect to which the Option is being exercised and specifying the cashless exercise election, and copies executed by the Holder of such shareholder, restricted stock, voting trust, sale, reorganization, escrow, lockup, agency and/or other agreements as the Board may in its sole discretion specify in a Permitted Exercise Notice. The Option shall be deemed for all purposes to have been exercised to the extent stated in such cashless exercise notice upon delivery of the notice. The Corporation shall take such steps as are necessary in order to issue the number of Shares determined in accordance with the Plan in relation to cashless exercise as soon as practicable thereafter.
7. The Holder is not obligated to exercise any or all of the Holder's vested rights of exercise under the Option. The Holder acknowledges and agrees that the Holder's participation in the issue of the Option, and any exercise of the Option, is and will be voluntary, and in particular that the Holder has not been induced to enter into this Agreement by expectation of employment, continued employment, appointment, continued appointment, engagement to provide services or continued engagement of the Holder, or of any Beneficial Owner of the Holder, to provide services with or to the Corporation or a Related Entity, as defined in the Plan.
8. The terms of this Agreement supersede the relevant terms of any prior agreement, commitment, undertaking or other obligation or understanding with respect to the issue of any shares or any other equity interest, or any options to purchase shares or any other equity interest, in the Corporation to the Holder, and the Holder acknowledges that all such obligations and understandings have been fully satisfied and discharged by the Corporation and the Holder entering into this Agreement.
9. Time shall be of the essence of this Agreement.
10. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the heirs, executors and personal legal representatives of the Holder.

11. The Holder may not pledge, hypothecate, charge, transfer, assign or otherwise encumber or dispose (each a “**Dealing**”) of its, his or her interest in this Agreement or in the Option granted hereby or in any right (vested or unvested) of exercise under the Option, and any attempt to do so, or any such Dealing effected by operation of law or by order of any court of competent jurisdiction will cause this Agreement, the Option granted hereby and all rights (vested and unvested) of exercise under the Option to immediately and automatically terminate and become null and void.
12. The Holder acknowledges receipt of a copy of the Plan. The Holder further acknowledges and agrees that, except with respect to the terms upon which rights of exercise under the Option become vested and exercisable: (i) the Plan may, with or without notice to the Holder, be amended, supplemented or replaced from time to time; and (ii) this Agreement and the Option shall be subject to and governed by the terms and conditions of the Plan, as so amended, supplemented or replaced.
13. Except as specifically set out in this Agreement, in the event of any conflict or inconsistency as between the terms and conditions of this Agreement and those of the Plan, the terms and conditions of the Plan shall govern and be paramount.
14. Capitalized terms used and not defined herein shall have the respective meanings given to them in the Plan.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

**SHOAL POINT ENERGY LTD.**

By \_\_\_\_\_  
Name:  
Title:

**[NAME OF OPTIONHOLDER]**

By \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**Vesting Date**

**Number of Options Which Vest**

**SCHEDULE "B"**

**STOCK OPTION PLAN  
SUBSCRIPTION AGREEMENT**

TO: **SHOAL POINT ENERGY LTD.** (the "Corporation")  
DATE: [Month, day, year]

I refer to the option granted to me on the [●] day of [Month, year] pursuant to the Shoal Point Stock Option Plan wherein I was granted an option (the "Option") to subscribe for and purchase duly paid and non-assessable common shares ("Common Shares") in the capital of the Corporation. I hereby elect to:

- (a) purchase \_\_\_\_\_ Common Shares which are subject to the Option and:
- (i) enclose a certified cheque payable to the Company in the aggregate amount of \$\_\_\_\_\_ (the "Aggregate Exercise Price"), being \$\_\_\_\_\_ per Common Share; or
  - (ii) have transferred the Aggregate Exercise Price to the Company by wire transfer;
- or

(b) initiate a cashless exercise in respect of \_\_\_\_\_ Common Shares which are subject to the Option and receive the number of Common Shares as contemplated in Section 8.3 of the Plan, and I undertake, forthwith upon demand and prior to issue or delivery of Common Shares, to pay to the Corporation the amount of tax otherwise required to be withheld in connection with such cashless exercise.

Please cause Common Shares to be certified and registered as follows: **[insert: full name and address of purchaser including postal code]** and forward the relevant certificates to such name and address.

I have not been induced to purchase the Common Shares by expectation of employment or continued employment with, or engagement or continued engagement by, the Corporation.

Yours very truly,

\_\_\_\_\_  
Signature

**[Name of Holder — Please Print]**

**[Capacity — complete only if other than holder of Option]**

\_\_\_\_\_  
(i.e. personal legal representative or trustee)