

# SPACKMAN EQUITIES GROUP

## NOTICE OF ANNUAL AND GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and general meeting (the "**Meeting**") of the shareholders of Spackman Equities Group Inc. (the "**Corporation**") will be held at the offices of Norton Rose Canada LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, Toronto, Ontario, M5J 2Z4, at 10:00 a.m. (Toronto time) on June 12, 2014 for the following purposes:

1. to receive and consider the consolidated financial statements of the Corporation for the fiscal year ended December 31, 2013 and the auditors' report thereon and related management's discussion and analysis;
2. to elect directors of the Corporation for the ensuing year;
3. to appoint auditors of the Corporation and authorize the directors to fix their remuneration, as more particularly described in the accompanying management information circular (the "**Circular**");
4. to consider and, if thought advisable, to approve the continued use of the Corporation's Amended and Restated Stock Option Plan as more particularly described in the accompanying Circular; and
5. to transact such other business as may properly be brought before the Meeting or any adjournment thereof.

The accompanying Circular provides information relating to the matters to be dealt with at the Meeting and is supplemental to, and is expressly made part of, this Notice of Meeting.

Any shareholder who is unable to attend the meeting in person is requested to sign and date the enclosed form of proxy and return such form of proxy in the envelope provided for that purpose for use at the Meeting.

**DATED** at Toronto, Ontario this 9th day of May, 2014.

**BY ORDER OF THE BOARD OF DIRECTORS**

*"Charles Spackman"*

Charles Spackman  
Chairman and Chief Executive Officer

# SPACKMAN EQUITIES GROUP

## MANAGEMENT INFORMATION CIRCULAR ANNUAL AND GENERAL MEETING OF SHAREHOLDERS SUMMARY OF MEETING INFORMATION

### ***Date, Time and Place of Meeting***

The Meeting will be held on June 12, 2014 at 10:00 a.m. (Toronto time) at the offices of Norton Rose Canada LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, Toronto, Ontario, M5J 2Z4.

### ***The Record Date***

The Board has established the record date (the "**Record Date**") for the Meeting as the close of business on May 2, 2014. Only shareholders of record at the close of business on the Record Date will be entitled to notice of the Meeting or any adjournment(s) or postponement(s) thereof, and to vote at the Meeting. No shareholders who become shareholders of record after that time will be entitled to vote at the Meeting or any adjournment(s) or postponement(s) thereof.

### ***Quorum***

A quorum for the Meeting will consist of one or more persons, present in person or represented by proxy, holding in the aggregate not less than 10% of the votes attached to all outstanding Common Shares entitled to vote at the Meeting. If a quorum is present at the opening of the Meeting, the shareholders present or represented by proxy may proceed with the business of the Meeting notwithstanding that a quorum is not present throughout the Meeting. If a quorum is not present at the opening of the Meeting, the Meeting may be adjourned.

### ***Notice and Access***

The Corporation has elected to take advantage of the amendments to National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("Notice-and-Access") which came into force on February 11, 2013. In accordance with Notice-and-Access, the Corporation has delivered a form of proxy and a Notice-and-Access notification to registered shareholders outlining relevant dates and matters to be discussed at the meeting. These documents and the Notice of Meeting and Information Circular are available at [www.envisionreports.com/TVPQ2014](http://www.envisionreports.com/TVPQ2014) and at [www.sedar.com](http://www.sedar.com).

### ***Particulars of Matters to be Acted Upon at the Meeting***

**1. Financial Statements:** The audited financial statements for the fiscal year ended December 31, 2013 and the auditors' report thereon and management's discussion and analysis will be presented to shareholders at the Meeting. The financial statements and the auditors report thereon and management's discussion and analysis are available under the Corporation's profile on the System for Electronic Data Access and Retrieval (**SEDAR**) at [www.sedar.com](http://www.sedar.com).

**2. Election of Directors:** Shareholders will be asked to elect six directors for the ensuing year. See "*Proposed Officers and Directors of the Corporation*" for a complete description of this matter. The Board and management of the Corporation recommends that Shareholders vote **FOR** the directors nominated in the Circular.

**3. Appointment of Auditors:** Shareholders will be asked to appoint Collins Barrow Toronto LLP as auditors of the Corporation to hold office until the next annual meeting of shareholders and to authorize the Board to fix their remuneration. See “Auditors” for a complete description of this matter. To be effective, the appointment of new auditors must be approved by 50% of the votes cast by the Shareholders present in person or voting by proxy at the Meeting. The Board and management of the Corporation recommend that shareholders vote **FOR** the appointment of Collins Barrow Toronto LLP as auditors.

**4. Stock Option Plan:** Shareholders will be asked to approve the continued use of the Amended and Restated Stock Option Plan set forth in Appendix “A” to this Circular. The Board and management of the Corporation recommend that Shareholders vote **FOR** the Stock Option Resolution. The stock option resolution, to be effective must be approved by not less than 50% of the votes cast at the Meeting by Shareholders present in person or by proxy.

**5. Other Business:** Shareholders will be asked to transact such other business as may properly be brought before the Meeting. At the time of the printing of this Circular, the Board and management of the Corporation knows of no other matter expected to come before the Meeting.

### **FORWARD-LOOKING STATEMENTS**

Certain statements contained in this Circular contain forward-looking statements or information (collectively “**forward-looking statements**”). The Corporation is hereby providing cautionary statements identifying important factors that could cause the actual results to differ materially from those projected in the forward-looking statements. Any statements that express, or involve discussions as to, expectations, beliefs, plans, objectives, assumptions or future events or performance (often, but not always, through the use of words or phrases such as “may”, “is expected to”, “anticipates”, “estimates”, “intends”, “plans”, “projection”, “could”, “vision”, “goals”, “objective” and “outlook”) are not historical facts and may be forward-looking and may involve estimates, assumptions and uncertainties which could cause actual results or outcomes to differ materially from those expressed in the forward-looking statements. In making these forward-looking statements, the Corporation has assumed that the current market will continue and grow and that the risks listed below will not adversely impact the business of the Corporation.

By their nature, forward-looking statements involve numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predicted outcomes may not occur or may be delayed. The risks, uncertainties and other factors, many of which are beyond the control of the Corporation, that could influence actual results include, but are not limited to: limited operating history; exploration, development and operating risks; regulatory risks; financing risks and dilution to shareholders; competition; reliance on management and dependence on key personnel; fluctuating mineral prices and marketability of minerals; title to properties; local resident concerns; environmental risks; governmental regulations, processing licenses and permits; conflicts of interest of management; uninsurable risks; exposure to potential litigation; and other factors beyond the control of the Corporation.

Further, any forward-looking statement speaks only as of the date on which such statement is made, and, except as required by applicable law, the Corporation does not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time-to-time, and it is not possible for management to predict all such factors and to assess in advance the impact of each such factor on the business of the Corporation or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statement.

### **DATE**

Except as otherwise indicated in this Circular, all information disclosed in this Circular is as of May 9, 2014.

## SOLICITATION OF PROXIES BY MANAGEMENT

**THIS MANAGEMENT INFORMATION CIRCULAR (THE CIRCULAR) IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY THE MANAGEMENT OF SPACKMAN EQUITIES GROUP INC. (THE CORPORATION) OF PROXIES TO BE USED AT THE ANNUAL AND GENERAL MEETING (THE MEETING) OF SHAREHOLDERS OF THE CORPORATION (THE SHAREHOLDERS) TO BE HELD AT THE TIME AND PLACE AND FOR THE PURPOSES SET FORTH IN THE ACCOMPANYING NOTICE OF ANNUAL AND GENERAL MEETING OF SHAREHOLDERS (THE NOTICE) AND AT ANY ADJOURNMENT THEREOF.**

It is expected that the solicitation will be made primarily by mail. However, officers of the Corporation may also solicit proxies by telephone, facsimile, e-mail or in person. The total cost of solicitation of proxies will be borne by the Corporation.

Unless otherwise specified, all financial amounts shown represent Canadian dollars.

### **APPOINTMENT, REVOCATION AND DEPOSIT OF PROXIES**

The persons named in the enclosed forms of proxy are directors and/or officers of the Corporation who have been selected by the directors of the Corporation and have indicated their willingness to represent as proxies the Shareholders who appoint them.

**A SHAREHOLDER HAS THE RIGHT TO APPOINT AS HIS OR HER PROXY A PERSON OR COMPANY, WHO NEED NOT BE A SHAREHOLDER, OTHER THAN THOSE WHOSE NAMES ARE PRINTED ON THE ACCOMPANYING FORMS OF PROXY. A SHAREHOLDER WHO WISHES TO APPOINT SOME OTHER PERSON OR COMPANY TO REPRESENT HIM OR HER AT THE MEETING MAY DO SO EITHER BY CLEARLY INSERTING SUCH OTHER PERSON'S NAME IN THE BLANK SPACE PROVIDED IN THE FORMS OF PROXY AND SIGNING THE FORM OF PROXY, OR BY COMPLETING AND SIGNING ANOTHER PROPER FORM OF PROXY.**

Proxies to be used at the Meeting must be deposited with Computershare Trust Company of Canada at 100 University Avenue, Toronto ON M5J 2X1 at least 48 hours (excluding Saturdays, Sundays and holidays) prior to the Meeting or at any adjournment thereof. A Shareholder who has given a proxy may revoke it, as to any motion on which a vote has not already been cast pursuant to the authority conferred by it, by an instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. The revocation of a proxy, in order to be acted upon, must be deposited with Computershare Trust Company of Canada at 100 University Avenue, Toronto ON M5J 2X1 prior to 5:00 p.m. on the last business day immediately preceding the Meeting or with the chairman of the Meeting before the commencement of the Meeting or at any adjournment thereof. A proxy may also be revoked in any other manner permitted by law.

### **VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF**

The authorized capital of the Corporation consists of an unlimited number of common shares (**Common Shares**) of which, as of the date of this Circular, 148,900,183 Common Shares of the Corporation are issued and outstanding.

#### *Common Shares*

The holders of Common Shares are entitled to dividends, if, as and when declared by the board of directors of the Corporation (the **Board**), to receive notice of and to vote at meetings of the Shareholders of the Corporation on the basis of one vote per Common Share and, upon liquidation, to share equally in such assets of the Corporation as are distributed to the holders of Common Shares. There are no pre-emptive, redemption, purchase or conversion rights attached to Common Shares.

The Corporation has fixed May 2, 2014 as the record date (the **Record Date**) for the purpose of determining Shareholders entitled to receive notice of the Meeting. Pursuant to the *Canada Business Corporations Act* (the **CBCA**), the Corporation is required to prepare, no later than ten days after the Record Date, an alphabetical list of Shareholders entitled to vote as of the Record Date that shows the number of shares held by each Shareholder. A Shareholder whose name appears on the list referred to above is entitled to vote the shares shown opposite his or her name at the Meeting.

As of the date hereof, the directors and officers of the Corporation own or control, directly or indirectly, in the aggregate, 9,693,047 Common Shares of the Corporation, representing 6.5% of the issued and outstanding Common Shares.

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

### **MANNER OF VOTING AND EXERCISE OF DISCRETION BY PROXIES**

The persons named in the enclosed form of proxy for Common Shares will vote or withhold from voting the Common Shares in respect of which they are appointed in accordance with the direction of the Shareholders appointing them and, if the Shareholder clearly specifies a choice with respect to any matter to be acted upon, the Common Shares shall be voted accordingly.

**WHERE NO CHOICE IS SPECIFIED, THE PROXY WILL CONFER DISCRETIONARY AUTHORITY AND WILL BE VOTED IN FAVOUR OF THE MATTERS IDENTIFIED IN THE NOTICE AND DESCRIBED IN THIS CIRCULAR. THE ENCLOSED FORM OF PROXY FOR COMMON SHARES ALSO CONFERS DISCRETIONARY AUTHORITY UPON THE PERSONS NAMED THEREIN TO VOTE WITH RESPECT TO ANY AMENDMENTS OR VARIATIONS TO THE MATTERS IDENTIFIED IN THE NOTICE OF MEETING AND WITH RESPECT TO OTHER MATTERS WHICH MAY PROPERLY COME BEFORE THE MEETING IN SUCH MANNER AS SUCH NOMINEE IN HIS JUDGMENT MAY DETERMINE. AS OF THE DATE OF THIS CIRCULAR, MANAGEMENT OF THE CORPORATION KNOWS OF NO SUCH AMENDMENTS, VARIATIONS OR OTHER MATTERS TO COME BEFORE THE MEETING OTHER THAN THE MATTERS REFERRED TO IN THE NOTICE.**

### **NON-REGISTERED SHAREHOLDERS**

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders of the Corporation are “non-registered” shareholders because the Common Shares of the Corporation they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the common shares. A person is not a registered shareholder (a **Non-Registered Shareholder**) in respect of Common Shares which are held either: (a) in the name of an intermediary (an **Intermediary**) that the Non-Registered Holder deals with in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited (**CDS**)), of which the Intermediary is a participant.

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Corporation are referred to as “NOBOs”. Those Non-Registered Holders who have objected to their Intermediary disclosing ownership information about themselves to the Corporation are referred to as “OBOs”. In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators, the Corporation has elected to send the Notice, this Circular and the forms of proxy (the **meeting materials**) directly to the NOBOs, and indirectly through Intermediaries to the OBOs. The Intermediaries (or their service companies) are responsible for forwarding the meeting materials to each OBO, unless the OBO has waived the right to receive them. The Corporation will pay for the Intermediaries to deliver the meeting materials to each OBO.

Intermediaries will frequently use service companies to forward the meeting materials to the OBOs. Generally, an OBO who has not waived the right to receive meeting materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of common shares beneficially owned by the OBO and must be completed, but not signed, by the OBO and deposited with Equity Financial Trust Company; or
- (b) more typically, be given a voting instruction form (**VIF**) which is not signed by the Intermediary, and which, when properly completed and signed by the OBO and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow.

These securityholder materials are being sent to both registered shareholders and Non-Registered Holders. If you are a Non-Registered Holder, and the Corporation or its agent has sent these materials to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send these materials to you directly, the Corporation (and not the Intermediary holding on your behalf) has assumed responsibility for: (i) delivering these materials to you; and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

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

VIFs, whether provided by the Corporation or by an Intermediary, should be completed and returned in accordance with the specific instructions noted on the VIF. The purpose of this procedure is to permit Non-Registered Holders to direct the voting of the Common Shares which they beneficially own. Should a Non-Registered Holder who receives a VIF wish to attend the Meeting or have someone else attend on his or her behalf, the Non-Registered Holder may simply clearly print the name of the person to attend the Meeting in the space provided for this purpose on the VIF and a legal form of proxy will be sent to the Non-Registered Holder which will grant the Non-Registered Holder's appointee the right to attend the Meeting and vote in person.

**If you receive a VIF, please return your voting instructions as specified in the VIF. Non-Registered Holders who receive a VIF should carefully follow the instructions set out in the VIF, including those regarding when and where the VIF is to be delivered.**

All references to Shareholders in this Circular and the accompanying form of proxy and Notice are to Shareholders of record on the Record Date unless specifically stated otherwise.

## **AUDIT COMMITTEE**

The Audit Committee's role is to assist the Board in promoting and improving the credibility and objectivity of financial reports. The Audit Committee oversees the accounting and financial reporting processes of the Corporation including its management reporting and internal control procedures and systems, and reviews and recommends for approval by the board disclosure relating to financial matters. The Audit Committee manages the relationship between the Corporation and its external auditors by overseeing the work of the external auditors and by making recommendations to the Board on the engagement, remuneration and termination of the external auditors based on its evaluation of their performance. A copy of the Audit Committee Charter is attached as Appendix "C".

The Audit Committee currently consists of Richard Lee, William Hale and Charles Spackman. Richard Lee and William Hale qualify as independent directors in accordance with Multilateral Instrument 52-110 –

Audit Committees. For the purposes of this discussion, an independent director is a director who has no direct or indirect material relationship with the Corporation.

The Audit Committee met once in person in 2013 to approve the annual audited financial statements of the Corporation. The interim financial statements of the Corporation in 2013 were approved by the Audit Committee by means of signed resolutions.

### ***Relevant Education and Experience***

All members of the Audit Committee have the education and/or practical experience required to understand and evaluate 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 Corporation's financial statements.

Additional information on the educational background and experience of the Audit Committee members may be found under "Proposed Directors and Officers of the Corporation".

### ***Audit Committee Oversight***

At no time since the commencement of the Corporation's most recently completed financial year has any recommendation of the Audit Committee respecting the appointment/and/or compensation of the Corporation's external auditors not been adopted by the Board.

### ***Reliance on Certain Exemptions***

At no time since the commencement of the Corporation's most recently completed financial year has the Corporation relied on exemptions in relation to "De Minimus Non-Audit Services" or any exemption provided by Part 8 of NI- 52-110.

### ***External Audit Service Fees***

*Audit Fees* – The Corporation expects that the external auditors audit fees for the financial year ended December 31, 2013 will be approximately \$60,000 and the Corporation's external auditors have billed the Corporation \$88,222 for audit fees for the financial year ended December 31, 2012.

*Tax Fees* – The Corporation's external auditors billed the Corporation nil for the financial years ended December 31, 2013 and December 31, 2012 for services related to tax compliance, tax advice and tax planning.

*All Other Fees* – The Corporation's external auditors billed the Corporation nil for the financial years ended December 31, 2013 and December 31, 2012, for services other than those reported above.

## **CORPORATE GOVERNANCE**

On June 30, 2005, the Canadian Securities Administrators ("**CSA**") enacted National Policy 58-201 Corporate Governance Guidelines (the "**Governance Policy**") and National Instrument 58-101 – Disclosure of Corporate Governance Practices ("**NI 58-101**"). The Governance Policy provides guidelines on corporate governance practices while NI 58-101 requires Canadian reporting issuer corporations to disclose their corporate governance practices in accordance with the disclosure items set out in Form 58-101F1.

The Corporation has reviewed its own corporate governance practices in light of the guidelines contained in the Governance Policy. The Corporation's practices comply generally with the guidelines, however, the current directors of the Corporation consider that some of the guidelines are not suitable for the Corporation at its current state of development and therefore the Corporation's governance practices do

not reflect these particular guidelines. Given that the Corporation is a relatively small corporation in terms of both activities and market capitalization, the directors of the Corporation believe that the current governance structure is cost-effective and appropriate for the needs of the Shareholders.

Set out below is a description of the Corporation's corporate governance practices as required to be disclosed by NI 58-101.

### ***Board of Directors***

The Board currently consists of five directors, two of whom, Richard Lee and William Hale are independent. The other directors are Charles Spackman, Chairman and Chief Executive Officer, John Pennal, Vice-President and Martin Mohabeer. Mr. Mohabeer may not be considered to be independent because he is a senior officer of Spackman Group Limited and Spackman Capital Group Limited. It is intended to elect five directors at the next annual meeting of shareholders to be held on June 12, 2014 of whom two directors will be independent.

Directors are expected to attend Board meetings and meetings of committees on which they serve and to spend the time needed and meet as frequently as necessary to properly discharge their responsibilities. In 2013, the Board met once in person and each director was in attendance for such meeting. The Board conducted the remainder of its business in 2013 by means of signed resolutions.

### ***Board Mandate***

The Board has adopted a detailed Board Mandate and Governance Guidelines policy which provides that the Board is responsible for the stewardship of the Corporation and management is responsible for the day-to-day operation of the Corporation. Under the Governance Policy, the Board's mandate is to enhance long-term value for shareholders of the Corporation.

### ***Position Description***

Because the Board is a small, working board, it has not developed written position descriptions and does not have a process for assessing the performance of the directors nor the chair of the Board committees.

The Chief Executive Officer of the Corporation is responsible for the general management of the day-to-day affairs of the Corporation within the guidelines established by the Board, consistent with decisions requiring prior approval of the Board and the Board's expectations of the Chief Executive Officer. The Chief Executive Officer also provides advice and services to the Corporation's investees in order to foster the development, growth and value of the Corporation's investment in these companies.

### ***Orientation and Continuing Education***

All of the current directors are intimately familiar with the Corporation's activities. New directors will be oriented on an informal basis.

### ***Ethical Business Conduct***

The Board has adopted a written Code of Ethical Conduct and Business Practices (the "**Code**") to ensure that the Corporation's directors, officers and employees act in accordance with applicable laws and observe the highest ethical standards in their business relationships. The Code imposes on every director, officer and employee of the Corporation the responsibility to create and maintain a fair, honest and professional workplace. Given the relatively small size of the Corporation, the Board as a whole is responsible for monitoring and ensuring compliance with the Code. However, the independent directors of the Corporation are encouraged to take a leading role in this process.



A copy of the Code may be obtained by written request to the Corporate Secretary, Spackman Equities Group Inc., Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario, M5J 2Z4.

### ***Nomination of Directors***

The Board does not have a nominating committee given the size of the Corporation. Instead, the Board works together as a whole to identify new candidates for nomination.

### ***Assessments***

The Board does not regularly make formal assessments of the Board, its committees and its individual directors, owing to the size and composition of the Board. As a small working board, the Board as a whole satisfies itself on an informal basis, from time-to-time, that the Board, its committees, and its individual directors are performing effectively.

### ***Composition of the Compensation Committee***

Owing to the size of the Board and the fact that there are only three executive officers the Board does not have a Compensation Committee. The independent directors on the Board deal with compensation issues as and when required.

### ***Corporate Governance Committee***

The Board does not have a Corporate Governance Committee, owing to the size and composition of the Board. The Board as a whole is responsible for matters of corporate governance and for the disclosure of the Corporation's corporate governance practices in accordance with NI 58-101 and other legal and regulatory requirements.

## **EXECUTIVE COMPENSATION**

### ***Compensation Discussion and Analysis***

Following the annual meeting on June 12, 2014 it is anticipated that the two independent directors on the Board, Richard Lee and William Hale will have responsibility for reviewing and approving matters related to the Chief Executive Officer and Chief Financial Officer including strategic direction, effectiveness of management, compensation, succession planning, and assessment of leadership. They may retain independent compensation consultants to assist in their assessment of executive compensation of the Chief Executive Officer and the Chief Financial Officer. They may also request management to undertake studies and report on areas of interest, and may retain such other consultants as they deem appropriate.

### ***Compensation Philosophy and Objectives***

The executive compensation program is designed to fairly compensate and motivate the senior executives of the Corporation. The Board's philosophy is to competitively compensate the senior executives for total performance and contribution to the Corporation's success. Consistent with the philosophy, a portion of the Chief Executive Officer's compensation is performance based and dependent on the Corporation achieving financial and other corporate performance targets as well as individual performance factors.

The integrated compensation program is designed to provide a total rewards approach to compensation based on the principles of competitive compensation, rewarding performance, and share ownership and shareholder alignment.

## ***Major Components of the Compensation Program for Senior Executives***

The major components of the compensation program for the Chief Executive Officer are:

- Base salary paid by the Corporation;
- Short term cash incentives paid by the Corporation;
- Long term incentives through stock options awarded by the Corporation; and
- Long term incentives through performance based compensation paid by the Corporation.

The above compensation components are assessed and determined by the two independent directors after taking into account: (i) any remuneration received by the Chief Executive Officer for services provided to any of the Corporation's investees; and (ii) after giving due consideration to the fact that, due to the relatively few number of employees and the relatively small size of the Corporation, the Chief Executive is required to perform many of the duties and responsibilities normally performed by other members of management.

### **Base Salary**

The base salary for the Chief Executive Officer was determined by reference to individual performance, contribution and value. Effective October 31, 2011, the annual base salary of the Chief Executive Officer was fixed at US\$120,000 and it remained at such amount throughout 2013. The amount of the annual base salary is reviewed annually by the independent directors.

The position of Chief Financial Officer is a part-time position. The annual salary of the Chief Financial Officer was fixed at \$54,000 for 2013.

The position of Vice-President is a part time position. The annual salary for the Vice-President was fixed at \$60,000 for 2013.

### **Short Term Incentives**

No short term incentive payments were awarded or paid to the Chief Executive Officer or any other executive officer in 2013.

### **Long Term Incentives**

Long term incentive compensation for the Chief Executive Officer is comprised of (i) an entitlement to stock options equal to 5% of the total number of shares outstanding from time to time and (ii) as performance based compensation, an entitlement to 15% of any investment proceeds received by the Corporation in excess of the initial costs of investment resulting from the disposition of any current or future investment by the Corporation. The employment contract for Charles Spackman as the Chief Executive Officer provides that he is entitled to stock options equal to 5% of the number of outstanding shares from time to time but no options have been granted to Mr. Spackman.

In February, 2013 the Corporation paid the Chief Executive Officer an interim performance bonus of \$63,217 based on the net gains realized by the Corporation from investment trading activities.

### Summary Compensation Table

The following table sets out all annual and long-term compensation for services to the Corporation for the years ended December 31, 2013, 2012 and 2011 in respect of the Chairman and Chief Executive Officer, Vice-President, Director of Finance and Chief Financial Officer of the Corporation. The Corporation does not have any other executive officers.

Name and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
John Pennal, <sup>(1)</sup> Vice-President	2011	\$179,198 <sup>(1)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	\$179,198
	2012	\$ 60,000	Nil	Nil	Nil	Nil	Nil	Nil	\$ 60,000
	2013	\$ 60,000	Nil	Nil	Nil	Nil	Nil	Nil	\$ 60,000
Charles Spackman, <sup>(1)</sup> Chairman and Chief Executive Officer	2011	\$ 20,373 <sup>(1)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	\$ 20,373
	2012	\$120,000	Nil	Nil	Nil	Nil	Nil	Nil	\$120,000
	2013	\$120,000	Nil	Nil	Nil	Nil	Nil	\$63,217	\$183,217
Jenifer Cho, Director of Finance and Chief Financial Officer	2011	\$34,750	Nil	Nil	Nil	Nil	Nil	Nil	\$ 34,750
	2012	\$40,500	Nil	Nil	Nil	Nil	Nil	Nil	\$ 40,500
	2013	\$54,000	Nil	Nil	Nil	Nil	Nil	Nil	\$ 54,000

**Notes:**

<sup>(1)</sup> John Pennal was the President and Chief Executive Officer in 2011 until October 31, 2011. Charles Spackman was appointed Chairman and Chief Executive Officer on October 31, 2011. Mr. Pennal was retained as a Vice-President of the Corporation on October 31, 2011. The salary shown for Mr. Pennal for 2011 includes \$170,897 which was paid to him up to October 31, 2011 in his capacity as President and Chief Executive Officer. All amounts shown for Charles Spackman are in US dollars.

**Outstanding Share-Based Awards and Option-Based Awards**

No stock options were granted or exercised during the financial year ended December 31, 2013.

The following table sets out the financial year-end value of unexercised stock options held by the directors and officers on an aggregate basis:

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 that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)
John D. Pennal, Vice-President and Director	836,000	\$0.10	November 26, 2014	Nil	Nil	Nil

**Long-Term Incentive Plan Awards during the Financial Year ended December 31, 2013**

The Corporation has a Long-term Incentive Plan which provides the Chief Executive Officer with a performance based entitlement to 15% of any investment proceeds received by the Corporation in excess of the initial costs of investment resulting from the disposition of any current or future venture investment by the Corporation. In February, 2013 the Corporation paid the Chief Executive Officer an interim performance bonus under the Long-term Incentive Plan of \$63,217 based on the net gains realized by the Corporation from investment trading activities.

The following table sets out for each named executive officer the value that would have been realized if the options granted under the Corporation's stock option plan had been exercised on their vesting date and the value earned for all non-equity incentives, during the year ended December 31, 2013.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
John D. Pennal, Vice-President and former Chief Executive Officer	Nil	Nil	Nil
Charles Spackman, Chairman and Chief Executive Officer	Nil	Nil	Nil

**Pension Plan Benefits during the Financial Year ended December 31, 2013**

The Corporation does not have any defined benefit plans, defined contribution plans or defined compensation plans.

### **Director Compensation Table**

Until October 31, 2011, which was the effective date of the Arrangement, directors of the Corporation did not receive fees for attending meetings of the board, or committees of the board. Martin Mohabeer and Richard Lee began receiving directors fees equal to \$5,000 per month when they joined the board on October 31, 2011. Such fees were discontinued effective January 1, 2013. Martin Mohabeer and William Hale are entitled to an annual fee of \$7,500 for their services as director. Directors are also entitled to participate in the Corporation's stock option plan. No options to purchase common shares were granted to directors and no options to purchase common shares were exercised by directors during the financial year ended December 31, 2013. The following table sets out all compensation payable to directors of the Corporation for the year ended December 31, 2013.

<b>Name</b>	<b>Fees earned (\$)</b>	<b>Share-based awards (\$)</b>	<b>Option-based awards (\$)</b>	<b>Non-equity incentive plan compensation (\$)</b>	<b>Pension value (\$)</b>	<b>All other compensation (\$)</b>	<b>Total (\$)</b>
Brian Hemming <sup>(1)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil
John Pennal <sup>(2)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Charles Spackman <sup>(2)</sup>	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Martin Mohabeer	7,500	Nil	Nil	Nil	Nil	Nil	7,500
Richard Lee	Nil	Nil	Nil	Nil	Nil	Nil	Nil
William Hale <sup>(3)</sup>	3,750	Nil	Nil	Nil	Nil	Nil	3,750

Notes:

<sup>(1)</sup> Mr. Hemming resigned as a director on April 17th, 2013.

<sup>(2)</sup> Mr. Pennal and Mr. Spackman also received, or were entitled to receive, the compensation outlined under "Executive Compensation – Summary Compensation Table". Mr. Spackman is also entitled under his employment contract to be issued options to purchase shares as noted under "Executive Compensation – Share-based Awards and Option-Based Awards".

<sup>(3)</sup> Mr. Hale became a director on June 24, 2013.

### **Management Contracts**

Management functions of the Corporation are substantially performed by directors and senior officers of the Corporation and not, to any substantial degree, by any other person with whom the Corporation has a contract.

### **NON-ARM'S LENGTH PARTY TRANSACTIONS**

As at the date of this Circular and to the knowledge of the Corporation, there has been no transaction completed or proposed within the previous twenty-four (24) months to obtain assets or services or the provision of assets or services from any director or officer of the Corporation, a principal security holder, or any associate except for the payment of legal fees to a firm of which an associate is an officer of the Company. Such fees amounted to \$ 64,788 in 2012 and \$14,778 in 2013.

### **LEGAL PROCEEDINGS**

To the knowledge of the directors of the Corporation, there are no legal proceedings or regulatory actions known or known to be contemplated involving the Corporation or any of its affiliates.

## DESCRIPTION OF SECURITIES

### **General**

The authorized capital of the Company is an unlimited number of common shares. As at the date of this Circular, 148,900,183 common shares are issued and outstanding.

Holders of common shares are entitled to receive notice of and to attend and vote at all meetings of shareholders. Holders of common shares are also entitled to receive dividends declared by the Board, and to receive the remaining property of the Corporation upon the liquidation, dissolution or winding up of the Corporation. There are no pre-emptive, redemption, purchase or conversion rights attached to common shares.

In addition, under the Corporation's stock option plan, the Corporation may issue options to purchase common shares equal to 10% of the issued and outstanding common shares from time to time. See "Stock Option Plan".

This summary does not purport to be complete and reference is made to the articles of incorporation, as amended, of the Corporation available under the Corporation's SEDAR profile at [www.sedar.com](http://www.sedar.com), for a complete description of these securities and the full text of their provisions.

### **Prior Sales**

As at the date of this Circular, the following securities of the Corporation were issued or sold within the past twelve (12) months:

<b>Description and Number of Securities Issued</b>	<b>Date of Issue</b>	<b>Issue Price per Share</b>	<b>Proceeds of Issue</b>
71,000 common shares <sup>(1)</sup>	September, 2013	\$0.05	\$3,550

#### Notes:

<sup>(1)</sup> Exercise of warrants at \$0.05 per warrant.

## STOCK OPTION PLAN

### **General**

The Stock Option Plan (the "Plan") was adopted by the Corporation on October 10, 2007. At the annual and special meeting held August 29, 2011, shareholders approved various amendments to the Plan (the "Amended and Restated Stock Option Plan"), which included changing the Plan into a "rolling" plan under which a maximum number of shares equal to 10% of the outstanding common shares from time to time may be issued as a result of the grant of options under the Plan. The continued use of the Plan was approved at the annual and special meeting held June 24, 2013. A copy of the Amended and Restated Stock Option Plan is set forth in Appendix "A" to this Circular.

As of the date of this Circular, 836,000 options to purchase common shares of the Corporation have been granted by the Corporation under the Amended and Restated Stock Option Plan.

The details of the Amended and Restated Stock Option Plan are set forth below:

- the Amended and Restated Stock Option Plan reserves, for issue pursuant to stock options, a maximum number of Common Shares equal to 10% of the outstanding Common Shares of the Corporation from time to time, with no mandatory vesting provisions;

- the number of Common Shares reserved for issue to any one person in any 12 month period under the Amended Stock Option Plan may not exceed 5% of the outstanding Common Shares at the time of grant without Disinterested Shareholder Approval (as defined in TSX-V Policy 4.4);
- the aggregate number of Common Shares reserved for issue to any Consultant (as defined by the TSXV) in any 12 month period under the Amended Stock Option Plan may not exceed 2% of the outstanding Common Shares at the time of grant;
- the aggregate number of Common Shares reserved for issue to any Employee (as defined by the TSXV) conducting Investor Relations Activities (as defined by the TSXV) in any 12 month period under the Amended Stock Option Plan may not exceed 2% of the outstanding Common Shares at the time of grant;
- the number of Common Shares issued to any one person within a 12 month period on the exercise of stock options may not exceed 5% of the outstanding Common Shares at the time of exercise without Disinterested Shareholder Approval as such term is defined in TSXV Policy 4.4;
- the exercise price per Common Share for a stock option may not be less than the Discounted Market Price (as calculated pursuant to TSXV policies);
- stock options may have a term not exceeding five years;
- stock options are non-assignable and non-transferable; and
- the Amended and Restated Stock Option Plan contains provisions for adjustment in the number of Common Shares or other property issuable on exercise of stock options in the event of a share consolidation, split, reclassification or other relevant change in the Common Shares, or an amalgamation, merger or other relevant change in the Corporation's corporate structure, or any other relevant change in the Corporation's capitalization.

TSXV policies require that "rolling" stock option plans which reserve for issuance a maximum of ten per cent (10%) of the issued and outstanding shares of an issuer from time-to-time must be approved and ratified by shareholders and submitted to the TSXV on an annual basis.

The Stock Option Resolution approving the Amended and Restated Stock Option Plan is set forth in Appendix "B" to this Circular. To be effective, the Stock Option Resolution must be approved by a majority of the votes cast by the holders of Common Shares, either in person or represented by proxy at the Meeting.

## **PROPOSED DIRECTORS OF THE COPORATION**

### ***Directors***

The following table sets forth information as to the persons who the Corporation expects will serve as its directors. Biographical details for each of the proposed directors are also set forth below.

The directors of the Corporation as a whole exercise control or direction over 9,693,047 Common Shares representing 6.5 % of the issued and outstanding common shares as of the date of this Circular.

<b>Nominee Name, Province or State and Country of Residence</b>	<b>Position</b>	<b>Present Principal Occupation and During Past 5 Years and other Directorships</b>	<b>Director Since</b>	<b>Number and % of Outstanding Common Shares of the Corporation beneficially owned<sup>(1)</sup></b>
William Hale Saskatoon, Saskatchewan Canada	Director	Senior Manager Hatch Ltd.	June 24, 2013	Nil
Richard Lee <sup>(3)</sup> New York, NY, United States	Director	Senior Vice- President, CIMB Securities USA	October 31, 2011	Nil
Martin A. Mohabeer New York, NY, United States	Director	Chief Executive Officer of Spackman Capital Group Limited	October 31, 2011	Nil
John D. Pennal Toronto, Ontario, Canada	Vice-President and Director	Chief Executive Officer of Aylen Capital inc.	May 18, 2006	5,293,047 <sup>(2)</sup>
Charles Spackman <sup>(3)</sup> Hong Kong Special Administrative Region, People's Republic of China	Chairman of the Board, Chief Executive Officer and Corporate Secretary	Chairman, Chief Executive Officer and Founder of Spackman Group Limited	October 31, 2011	4,400,000 <sup>(4)</sup>
Anthony Wong Hong Kong Special Administrative Region, People's Republic of China	N/A	Group Chief Financial Officer, e-Kong Group Limited	N/A	Nil

**Notes:**

- (1) The information as to shares beneficially owned, directly or indirectly, or over which control or direction is exercised, is based upon information furnished to the Corporation by the above individuals.
- (2) Mr. Pennal holds 234,616 Common Shares directly and 4,803,284 Common Shares indirectly through 177 RDH Inc. An additional 255,147 Common Shares are held by his wife.
- (3) Member of the Corporation's Audit Committee.
- (4) Mr. Spackman is an officer of Consolidated Science Corp., Ltd. which holds 4,400,000 Common Shares.

Set forth below is a description of the principal occupation of each of the director nominees of the Corporation during the past five years.

***Charles C. Spackman***

*Chairman & Chief Executive Officer*

Mr. Spackman is the Chairman, Chief Executive Officer, and Founder of Spackman Group Limited, a Hong Kong-based diversified investment company. Spackman Group has invested into and owns companies that are engaged in such businesses as air and wastewater treatment, alternative energy, motion picture & TV productions, marketing & communications, information technology and financial services. Before establishing Spackman Group in 1997, Mr. Spackman worked in the investment banking divisions of UBS Securities, Peregrine Securities, Jardine Fleming Securities, and Smith Barney Securities. In addition to heading Spackman Group, he was Vice Chairman of the Standing Council of the



Guangdong Society for Strategic and Management Research, an economic advisory committee of the Guangdong Provincial Government in China. He is the sponsor of The Charles C. Spackman Scholarship Fund at Harvard University, a financial aid fund for Asian students admitted to Harvard College. He graduated with an A.B. from Harvard College.

***Martin Mohabeer***

*Director*

Mr. Mohabeer is Managing Director of Spackman Group and Chief Executive Officer of Spackman Capital Group, the Group's New York-based investment arm. Prior to joining Spackman Group, Mr. Mohabeer worked in the investment banking division of Goldman Sachs, specializing in financial institutions. He began his investment banking career in the financial institutions group of Donaldson, Luftkin & Jenrette in New York and also worked as a management consultant at Mitchell Madison Group. Mr. Mohabeer graduated with an M.B.A. degree in Risk Management from The Wharton School, University of Pennsylvania, and with an A.B. from Harvard College.

***Richard Lee***

*Director*

Mr. Lee is Senior Vice President at CIMB Securities USA and the head of Korean Equity Sales in CIMB's New York office. Prior to joining CIMB in 2010, Mr. Lee worked in private equity, equity research & sales, and the mergers & acquisitions for institutions including BNP Paribas, HSBC Private Equity, and CLSA Securities. Mr. Lee graduated with an A.B. from Harvard College.

***John D. Pennal***

*Director & Vice President*

Mr. Pennal was the President and Chief Executive Officer of TriNorth Capital Inc., which is now Difference Capital Funding Inc., a company listed on the TSXV, from January 1994 to May 2012; and was the President and Chief Executive Officer of Centiva Capital Inc., which is now Spackman Equities Group Inc. from October 2007 to October 2011. He currently is the President and Chief Executive Officer of Aylen Capital Inc. and he serves as Counsel to the law firm Norton Rose Fulbright Canada LLP. Mr. Pennal is a graduate of the University of Toronto Law School and was called to the Ontario bar in 1973.

***William Hale***

*Director*

Mr. Hale is Commercial Manager for Hatch Ltd., an engineering, project delivery and construction management company. Mr. Hale has over 25 years of management and project development experience in the manufacturing and renewable energy sectors. Mr. Hale holds B.Sc. in Mechanical Engineering from University of Waterloo and an MBA from the University of Oxford.

***Anthony Wong***

*Proposed Director*

For the past five years Mr. Wong has been the Group Chief Financial Officer of e-Kong Group Limited, a Hong Kong listed company involved in the telecommunications business in Asia and the US. Prior to that he held various senior management positions in several listed companies in both Hong Kong and Canada including Hutchison Telecommunications Group. Mr. Wong graduated from Simon Fraser University with a BA in Economics and he is a member of the Canadian Institute of Chartered Accountants.

### ***Corporate Cease Trade Orders and Bankruptcies***

Except as disclosed in this Circular with respect to cease trade order described below, none of the proposed directors or executive officers of the Corporation are, or have been within the last ten years prior to the date hereof, a director or chief executive officer or chief financial officer of any company that was the subject of a cease trade order or similar order or an order that denied the relevant company access to any exemptions under securities legislation for a period of more than thirty consecutive days, (a) that was issued while such director or executive officer was acting as director, chief executive officer or chief financial officer, or (b) that was issued after that person ceased to be a director or chief executive officer or chief financial officer in the company being the subject of such order and which resulted from an event that occurred while that person was acting in their capacity as director, chief executive officer or chief financial officer of the subject company.

As President of TriNorth Capital Inc., John Pennal was subject to Management Cease Trade Orders issued by the Ontario Securities Commission dated April 1, 2009 and May 19, 2010 for failure by that company to file financial statements. The April 1, 2009 order was revoked within 30 days of its issuance and the May 19, 2010 order was revoked July 6, 2010.

No proposed director, executive officer or shareholder holding a sufficient number of securities of the Corporation to affect materially the control of Corporation is, or within ten years prior to the date of this Circular has been, a director or 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 that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

### ***Penalties or Sanctions***

No proposed director or officer of the Corporation or a shareholder holding sufficient securities of the Corporation to affect materially the control of the Corporation has: (i) been subject to any penalties or sanctions imposed by a Court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority; or (ii) been subject to any other penalties or sanctions imposed by a Court or regulatory body that would be likely to be considered important to a reasonable investor making an investment decision.

### ***Personal Bankruptcies***

No proposed director or officer of the Corporation, or a shareholder holding sufficient securities of the Corporation to affect materially the control of the Corporation, or a personal holding company of any such Person, has within the 10 years before the date hereof become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been 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 director or officer.

### ***Conflict of Interest***

John Pennal, Vice-President and a director of the Corporation, is Counsel to and is associated with Norton Rose Fulbright Canada LLP which provides legal services to the Corporation and its affiliates.

### ***Other Relevant Experience***

The following table set outs the proposed directors and officers of the Corporation that are, or have been within the last five years, directors or officers of other reporting issuer companies.

<b>Name</b>	<b>Name and Jurisdiction of Reporting Issuer</b>	<b>Name of Trading Market</b>	<b>Position</b>	<b>From</b>	<b>To</b>
William Hale	Aylen Capital Inc.	Canadian Securities Exchange	Director	October, 2013	Present
Richard Lee	Wealth Bridge Co., Ltd.	KOSDAQ	Director	December, 2008	May, 2009
Martin A. Mohabeer	–	–	–	–	–
John D. Pennal	TriNorth Capital Inc.	TSX Venture Exchange	Director, President and CEO	1994	May, 2012
	Centiva Capital Inc.	TSX Venture Exchange	Director, President and CEO	October, 2007	October, 2011
			Director and Vice-President	October, 2011	Present
	Aylen Capital Inc.	Canadian Securities Exchange	Director, President and CEO	October, 2011	Present
	Nesscap Energy Inc.	TSX Venture Exchange	Director	2010	Present
Charles Spackman	–	–	–	–	–
Anthony Wong	e-Kong Group Limited	Hong Kong Exchange	Group Chief Financial Officer	2009	January, 2014

### ***Indebtedness of Proposed Directors and Officers***

None of the officers or directors of the Corporation is indebted to the Corporation.

### **AUDITORS**

Shareholders will be asked to approve the appointment of auditors of the Corporation to hold office until the next annual meeting of shareholders or until their successors are elected or appointed by a majority of the votes cast thereon.

The auditors of the Corporation are Collins Barrow Toronto LLP, Chartered Accountants, 175 Bloor Street East, South Tower, Suite 303, Toronto Ontario M4W 3R8. Collins Barrow Toronto LLP, and a predecessor firm Rich Rotstein LLP, have acted as auditors of the Corporation since November 13, 2008 and are independent within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

**In the absence of a specification to the contrary in the form of proxy, the Persons whose names are printed in the form of proxy intend to vote for the re-appointment of Collins Barrow Toronto LLP, as auditors of the Corporation and to authorize the Board to fix their remuneration.**

#### **FINANCIAL STATEMENTS**

At the Meeting the Shareholders will receive and consider the audited financial statements of the Corporation for the fiscal year ended December 31, 2013 together with the auditor's report thereon.

#### **TRANSFER AGENT AND REGISTRAR**

Computershare Trust Company of Canada, through its principal office in Toronto, Ontario, is the transfer agent and registrar of the Corporation.

#### **CONFLICTS OF INTEREST**

John Pennal, a director and Vice President of the Corporation is Counsel to and is associated with Norton Rose Fulbright Canada LLP which provides legal services to the Corporation and its affiliates.

#### **OTHER MATERIAL FACTS**

There are no other material facts relating to the Corporation not disclosed elsewhere in this Circular.

#### **ADDITIONAL INFORMATION**

Additional information relating to the Corporation and the Corporation's financial statements and MD&A for its most recently completed financial year are available on the SEDAR website maintained by the Canadian securities regulators at [www.sedar.com](http://www.sedar.com); or by written request to the Corporation Secretary, Centiva Capital Inc., Suite 3800 Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario, M5J 2Z4.

#### **GENERAL**

The Board of Directors of the Corporation has approved the contents of this Circular and the sending of it to the directors, the shareholders and the auditors of the Corporation.

Toronto, Ontario

May 9, 2014

BY ORDER OF THE BOARD

Charles Spackman

Chairman and Chief Executive  
Officer

## Appendix "A"

### SPACKMAN EQUITIES GROUP INC.

### AMENDED AND RESTATED STOCK OPTION PLAN

#### ARTICLE I PURPOSE

##### 1.1 PURPOSE

The purpose of this amended and restated stock option plan (as may be further amended, restated, supplemented or otherwise modified from time-to-time, the **Plan**) is to replace and supersede all prior stock option plans of the Corporation (as defined below) and to advance the interests of the Corporation through the grant of Options (as defined below) to Eligible Persons (as defined below) by: (i) providing Eligible Persons with financial incentives; (ii) encouraging stock ownership by Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the success of the Corporation; (iv) encouraging Eligible Persons to remain with the Corporation or its Affiliates (as defined below); and (v) attracting new Employees (as defined below), Officers (as defined below), Directors (as defined below) and Consultants (as defined below) to the Corporation or its Affiliates.

#### ARTICLE II INTERPRETATION

##### 2.1 DEFINITIONS

When used herein, the following terms have the following meanings, respectively:

**Act** means the *Securities Act* (Ontario);

**Affiliate** means any corporation that is an affiliate of the Corporation as defined in the Act;

**Blackout Period** means a period of time when, pursuant to any policies of the Corporation, securities of the Corporation may not be traded by certain persons as designated by the Corporation, including an Optionee;

**Board** means the board of directors of the Corporation, and includes any committee to which responsibilities with respect to the Plan have been delegated;

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

- (i) a consolidation, merger, amalgamation, arrangement or other reorganization, takeover bid or acquisition involving the Corporation or any of its Affiliates and another corporation or other entity (other than the Corporation or any of its Affiliates), as a result of which the holders of Shares immediately prior to the completion of the transaction hold less than 50% of the outstanding rights to vote in respect of the shares 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 assets, rights or properties of the Corporation and/or any of its Subsidiaries which have an aggregate book value greater than 50% of the book value of the assets,

rights and properties of the Corporation and its Subsidiaries on a consolidated basis to any other person or entity, other than a disposition to an Affiliate of the assets, rights and properties of the Corporation in the course of a reorganization of the assets of the Corporation and its Affiliates;

- (iii) a resolution is adopted to wind-up, dissolve or liquidate the Corporation; or
- (iv) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent.

**Consultant** means any individual or Consulting Company, other than an Employee or a Director, that:

- (i) is engaged to provide on a ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to an Affiliate, other than services provided in relation to a Distribution (as such term is defined in the Act);
- (ii) provides the services under a written contract between the Corporation or the Affiliate and the individual or the Consultant Company;
- (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate; and
- (iv) has a relationship with the Corporation or an Affiliate that enables the individual to be knowledgeable about the business and affairs of the Corporation.

**Consulting Company** means a company or partnership providing consulting services to the Corporation or an Affiliate and, if applicable, for whom an individual consultant providing consulting services to the Corporation or an Affiliate may be an employee, shareholder or partner;

**Control** means:

- (i) when applied to the relationship between a person and a corporation, the beneficial ownership by the person, at the relevant time, of shares of the corporation carrying either (A) more than 50% of the voting rights ordinarily exercisable at meetings of shareholders of the corporation or (B) the percentage of voting rights ordinarily exercisable at meetings of shareholders of the corporation sufficient in fact to elect a majority of the directors of the corporation; and
- (ii) when applied to the relationship between a person and a partnership or joint venture, the beneficial ownership by the person, at the relevant time, of more than 50% of the ownership interests of the partnership or joint venture in circumstances where it can reasonably be expected that the person directs the affairs of the partnership or joint venture;

**Corporation** means Spackman Equities Group Inc., and includes any successor corporation thereto;

**Director** means a director of the Corporation or of an Affiliate;

**Discounted Market Price** means the last closing price of the Corporation's shares before the issuance of the news release fixing the price of the securities to be issued less a discount, which shall not exceed the amount set forth below, subject to a minimum price of \$0.05 for Share issuances and a minimum exercise price of \$0.10 for Options:

<u>Closing Price</u>	<u>Discount</u>
Up to \$0.50	25%
\$0.51 to \$2.00	20%
Above \$2.00	15%

**Disinterested Shareholder Approval** has the meaning ascribed thereto by the Exchange in “Policy 4.4 – Incentive Stock Options” of the Exchange’s Corporate Finance Manual;

**Effective Date** for an Option means the date on which the Option is granted;

**Eligible Person** means, subject to the administrative guidelines and other rules and regulations relating to the Plan and to all applicable law, any Employee, Officer, Director, or Consultant who is approved for participation in the Plan by the Board;

Employee means:

- (i) an individual who would be considered an employee of the Corporation or its Subsidiary under the *Income Tax Act* (Canada) (i.e. for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source);
- (ii) an individual who works full-time for the Corporation or its Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or
- (iii) an individual who works for the Corporation or its Subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source;

**Exchange** means the TSX Venture Exchange Inc. or any other stock exchange on which the Shares are then listed for trading;

**Exercise Form** means the notice of exercise of option in the form of Schedule “B” attached hereto;

**Exercise Period** means the period of time during which an Option granted under the Plan may be exercised (provided, however, that the Exercise Period may not exceed five (5) years from the relevant Effective Date unless permitted under Section 4.4(b));

**Exercise Price** means the price per Share at which Shares may be purchased under an Option, as the same may be adjusted from time to time in accordance with the terms hereof;

**Fair Market Value** means the highest price, expressed in dollars, that the Share would bring in an open and unrestricted market between a willing buyer and a willing seller who are both knowledgeable, informed, and prudent, and who are acting independently of each other and who deal with each other at arm’s length for purposes of the *Income Tax Act* (Canada);

**Incapacity** of an Optionee means his total or substantially total mental, physical, natural or legal inability to perform regularly his day-to-day functions for a period of six (6) months, the whole as

evidenced and determined by an independent medical expert chosen by the Board or as determined by a final and definitive judgment rendered by a court of competent jurisdiction thereto;

**Insider** has the meaning given to such term in the Act;

**ITA** means the *Income Tax Act* (Canada);

**Merger and Acquisition Transaction** means (i) any merger; (ii) any acquisition; (iii) any amalgamation; (iv) any offer for Shares which if successful would entitle the offeror to acquire more than 50% of all Shares; (v) any arrangement or other scheme of reorganization; or (vi) any consolidation, that results in a Change of Control;

**Officer** means an officer of the Corporation or of an Affiliate;

**Option** means the right to purchase Shares granted to an Eligible Person in accordance with the terms of the Plan;

**Option Agreement** means the notice of grant of an Option delivered by the Corporation hereunder to an Optionee in the form of Schedule "A" attached hereto, or in such other form as the Board may approve for any one or more Optionees or for a group of Optionees, as same may be amended from time to time;

**Optioned Shares** means Shares subject to an Option;

**Optionee** means an Eligible Person to whom an Option is granted by the Corporation under the Plan, whether a Director, Officer, Employee, or Consultant;

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

**Plan** has the meaning ascribed thereto in Section 1.1;

**Regulatory Approval** means the approval of any securities or other applicable regulatory agency (including the Exchange) which may have jurisdiction in the circumstances;

**Shares** means the common shares in the capital of the Corporation;

**Subsidiary** means a corporation which is a subsidiary of the Corporation as defined in the Act;

Termination Date means:

- (i) in the case of an Optionee whose employment or term of office with the Corporation or an Affiliate terminates in the circumstances set out in Section 4.10(b) or 4.10(c)(i), the date that is designated by the Corporation or the Affiliate, as the case may be, as the last day of such person's employment or term of office with the Corporation or the Affiliate, as the case may be;
- (ii) in the case of an Optionee whose employment or term of office with the Corporation or an Affiliate terminates in the circumstances set out in Section 4.10(c)(ii), the date of the notice of termination of employment or term of office given by the Corporation or the Affiliate, as the case may be;



- (iii) in the case of an Optionee whose employment or term of office with the Corporation or an Affiliate terminates in the circumstances set out in Section 4.10(c)(iii), the date of retirement;
- (iv) in the case of an Optionee whose consulting arrangements (or, if applicable, those of its Consulting Company if the Optionee is an individual) are terminated by the Corporation or an Affiliate in the circumstances set out in Section 4.10(b), the date that is designated by the Corporation or the Affiliate, as the case may be, as the last day of the Optionee's consulting arrangements (or those of its Consulting Company) with the Corporation or the Affiliate, as the case may be;
- (v) in the case of an Optionee whose consulting arrangements (or, if applicable, those of its Consulting Company if the Optionee is an individual) are terminated in the circumstances set out in Section 4.10(e), the date of the notice of termination given to the Optionee (or, if applicable, those of its Consulting Company if the Optionee is an individual) or the expiry of the original term or any subsequent renewal term of the consulting arrangements, as the case may be;

and in each such case, **Termination Date** specifically does not mean the date on which any period of reasonable notice that the Corporation or the Affiliate, as the case may be, may be required at law to provide to the Optionee would expire; and

**VWAP** means the volume weighted average trading price of the Shares calculated by dividing the total value by the total volume of Shares traded for the relevant period.

## **2.2 INTERPRETATION**

A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations.

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine.

## **ARTICLE III ADMINISTRATION**

### **3.1 ADMINISTRATION OF PLAN**

The Board shall be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder.

Subject to the limitations of the Plan, the Board has the authority to: (i) grant Options to purchase Shares to Eligible Persons; (ii) determine the terms, including the limitations, restrictions and conditions, if any, upon such grants; (iii) interpret the Plan and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it may from time to time deem advisable, subject to required Regulatory Approval; and (iv) make all other determinations and to take all other actions in connection with the implementation and administration of the Plan as it may deem necessary or advisable.

Any decision, interpretation or other action made or taken in good faith by or at the direction of the Corporation or the Board (or any of its members) arising out of or in connection with the Plan shall be within the absolute discretion of all and each of them, as the case may be, and shall be final, binding and conclusive on the Corporation and Optionees and their respective heirs, executors, administrators, successors and assigns and all other persons.

The day-to-day administration of the Plan may be delegated to such officers and employees of the Corporation or of an Affiliate as the Board determines.

The Corporation is responsible for all costs of administration of the Plan.

### **3.2 ELIGIBILITY**

Eligible Persons are eligible to participate in the Plan, provided that eligibility to participate does not confer upon any Eligible Person any right to be granted Options pursuant to the Plan. The extent to which any Eligible Person is entitled to be granted Options pursuant to the Plan will be determined in the sole and absolute discretion of the Board. An Eligible Person may receive Options on more than one occasion and may receive separate Options, with differing terms, on any one or more occasions.

### **3.3 SHARES RESERVED UNDER THE PLAN**

(a) The maximum number of Shares reserved for issuance under the Plan and all of the Corporation's other security based compensation arrangements at any given time is equal to 10% of the issued and outstanding Shares as at the date of grant of an Option under the Plan, subject to adjustment or increase of such number pursuant to Section 4.13. The Plan is an "evergreen" plan. Any Shares subject to an Option which has been granted under the Plan, and which has been cancelled, expired or terminated in accordance with the terms of the Plan, without having been exercised, will again be available under the Plan. Any increase in the issued and outstanding Shares will result in an increase in the available number of Shares issuable under the Plan, and any exercises of Options will make new grants available under the Plan, effectively resulting in a re-loading of the number of Options available to grant under the Plan.

(b) The aggregate number of Shares reserved for issuance pursuant to Options granted to any one person within any twelve (12) month period shall not exceed 5% of the issued and outstanding Shares at the time of the grant of the Option unless the Corporation has received Disinterested Shareholder Approval in accordance with the policies of the Exchange.

(c) Notwithstanding the foregoing, but subject to the limit set forth in Subsection 3.3(a) above: (i) no more than 2% of the issued and outstanding Shares may be granted to any one Consultant in any twelve (12) month period, calculated at the date the Option is granted; and (ii) no more than an aggregate of 2% of the issued and outstanding Shares may be granted to all Employees conducting investor relations activities in any twelve (12) month period, calculated at the date the Option is granted.

### **3.4 INCORPORATION OF TERMS OF PLAN**

Subject to specific variations approved by the Board, all terms and conditions set out in the Plan will be deemed to be incorporated into and form part of each Option granted under the Plan.

## **ARTICLE IV GRANT OF OPTIONS**

### **4.1 GRANT OF OPTIONS**

The Board may, from time-to-time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant Options to any Eligible Person, provided that the Corporation represents at the time of grant that any Eligible Person to which Options are granted are *bona fide* Eligible Persons of the Corporation.

## **4.2 EXERCISE PRICE**

The Board will establish the Exercise Price at the time each Option is granted, provided that the Exercise Price shall not be less than the Discounted Market Price on the date of which the grant of the Option is approved by the Board.

## **4.3 NUMBER OF SHARES SUBJECT TO OPTION**

Subject to the limitations set out in Section 3.3, the number of Shares subject to each Option shall be determined by the Board, and such number shall be set out in the Option Agreement evidencing the grant of such Option.

## **4.4 EXPIRATION OF OPTIONS**

Subject to any accelerated termination as set forth in the Plan, all Options granted pursuant to the Plan will expire on the date (the **Expiry Date**) as determined by the Board at the date of grant, provided that no Option may be exercised beyond five (5) years from the Effective Date.

Notwithstanding the above, if the Expiry Date for any Option falls within a Blackout Period or within 10 business days from the expiration of a Blackout Period (such Options to be referred to as **Restricted Options**), the Expiry Date of such Restricted Options shall be automatically extended to the date that is the 10th business day following the end of the Blackout Period, such 10th business day to be considered the Expiry Date for such Restricted Options for all purposes under the Plan.

## **4.5 NON-ASSIGNABLE AND NON-TRANSFERABLE**

Options shall be non-assignable and non-transferable by a holder thereof (a **Holder**) other than by will or the laws of descent.

## **4.6 VESTING OF OPTION RIGHTS**

The Board may determine when any Option will become exercisable and may determine that the Option will be exercisable in instalments or pursuant to a vesting schedule. Such terms shall be set out in the Option Agreement evidencing the grant of such Option.

## **4.7 AMENDMENT OF OPTION**

The Board may amend the terms of any Option granted in accordance with the Plan, provided that any amendment that reduces the Exercise Price of an Option granted to an Optionee that is an Insider at the time of the proposed amendment shall be subject to Disinterested Shareholder Approval. Notwithstanding the foregoing, the Board shall not reduce the Exercise Price to an amount that is less than the Discounted Market Price at the time the amendment becomes effective.

If the amendment of an Option requires Regulatory Approval and/or shareholder approval (including Disinterested Shareholder Approval, as applicable), such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are granted.

## **4.8 ACCELERATION OF VESTING PERIOD**

Subject to the Board determining otherwise, in the event of a Change of Control, all Options outstanding shall be immediately exercisable, notwithstanding any determination of the Board pursuant to Section 4.6, if applicable. Notwithstanding the vesting schedule for an Option, the Board shall have the right with respect to any one or more Optionees in the Plan to accelerate the time at which an Option may be exercised.

#### **4.9 DEATH OR INCAPACITY OF OPTIONEE**

In the event of the death or Incapacity of an Optionee:

- (i) the executor or administrator of the Optionee's estate or the Optionee, as the case may be, may exercise any Options of the Optionee to the extent that the Options were exercisable at the date of such death or Incapacity and the right to exercise the Options terminates on the earlier of: (i) the date that is twelve months from the date of the Optionee's death, if the Optionee has died, or thirty (30) days after the six month period referred to in the definition of "Incapacity", in the event of Incapacity; and (ii) the date on which the Exercise Period of the particular Option expires. Any Options held by the Optionee that were not exercisable at the date of death or Incapacity immediately expire and are cancelled on such date; and
- (ii) such Optionee's eligibility to receive further grants of Options under the Plan ceases as of the date of the Optionee's death or Incapacity, as the case may be.

#### **4.10 TERMINATION OF EMPLOYMENT OR CEASE TO HOLD OFFICE**

(a) In the event an Optionee's employment or consulting arrangements (or, if applicable, those of its Consulting Company if the Consultant who is an Optionee is an individual) or term of office with the Corporation or an Affiliate ceases by reason of the Optionee's death or Incapacity, then the provisions of Section 4.9 will apply.

(b) In the event an Optionee's employment or term of office with the Corporation or an Affiliate is terminated by the Corporation or an Affiliate for lawful cause, then any Options held by such Optionee, whether or not such Options are exercisable at the applicable Termination Date, immediately expire and are cancelled on the Termination Date at a time determined by the Board, at its discretion.

(c) In the event an Optionee's employment or term of office terminates by reason of: (i) voluntary resignation by such Optionee; (ii) termination by the Corporation or an Affiliate without cause (whether such termination occurs with or without any or adequate reasonable notice or with or without any or adequate compensation in lieu of such reasonable notice); or (iii) the retirement of such Optionee in accordance with the then customary policies and practices of the Corporation in relation to retirement, then any Options held by such Optionee that are exercisable at the Termination Date continue to be exercisable by such Optionee until the earlier of (A) the date that is ninety (90) days from the Termination Date; and (B) the date on which the Exercise Period of the particular Option expires. Any Options held by such Optionee that are not exercisable at the Termination Date immediately expire and are cancelled on the Termination Date.

(d) In the event an Optionee's consulting arrangements (or, if applicable, those of its Consulting Company if the Optionee is an individual) with the Corporation or an Affiliate are terminated by the Corporation or an Affiliate for breach of agreement prior to the expiry of the original term or any subsequent renewal term of such arrangements, then any Options held by the Optionee (or, if applicable, those of its Consulting Company if the Optionee is an individual), whether or not such Options are exercisable at the applicable Termination Date, immediately expire and are cancelled on the Termination Date at a time determined by the Board, at its discretion.

(e) In the event an Optionee's consulting arrangements (or, if applicable, those of its Consulting Company if the Optionee is an individual) with the Corporation or an Affiliate are terminated in circumstances other than those referred to in Section 4.10(d), any Options held by the Optionee that are exercisable at the Termination Date continue to be exercisable by the Optionee until the earlier of: (i) the date that is 90 days from the Termination Date; and (ii) the date on which the Exercise Period of the particular Option expires. Any Options held by the Optionee that are not exercisable at the Termination Date immediately expire and are cancelled upon the Termination Date.

(f) An Optionee's eligibility to receive further grants of Options under the Plan ceases as of the applicable Termination Date.

#### **4.11 DISCRETION TO PERMIT EXERCISE**

Notwithstanding the provisions of Sections 4.9 and 4.10, the Board may, in its discretion, at any time prior to or following the events contemplated in such sections and in any Option Agreement, permit the exercise of any or all Options held by the Optionee in the manner and on terms authorized by the Board, provided that: (i) any Options granted to any Optionee which are subject to Section 4.10 shall expire at a time to be determined by the Board following the applicable Termination Date; (ii) subject to an extension pursuant to Section 4.4(b), the Board will not, in any case, authorize the exercise of an Option pursuant to this section beyond the Expiry Date of the particular Option; and (iii) the Board will not, in any case, authorize the exercise of any or all Options of the Optionee on a date that is more than one year after the earlier of: (A) the death or Incapacity of such Optionee; or (B) the Termination Date.

#### **4.12 GENERAL**

The existence of any Options does not affect in any way the right or power of the Corporation or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Corporation's capital structure or its business, or any amalgamation, merger or consolidation involving the Corporation, to create or issue any bonds, debentures, shares or other securities of the Corporation or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this section would have an adverse effect on the Plan or any Option granted hereunder, subject to Sections 4.13(a) and 4.13(b).

#### **4.13 ADJUSTMENT**

(a) In the event of a subdivision, consolidation or reclassification of Shares or any similar capital reorganization, or any other change to be made in the capitalization of the Corporation including an exchange of Shares for another security of the Corporation that, in the opinion of the Board, acting reasonably and in good faith, would warrant the replacement or amendment of any existing Options in order to adjust:

- (i) the number of Shares or other securities that may be acquired on the exercise of any outstanding Options; or
- (ii) the Exercise Price of any outstanding Options,

in order to preserve proportionately the rights and obligations of the Optionees, the Board will authorize such steps, subject to Regulatory Approval, if required, to be taken as are equitable and appropriate to that end, having regard to the availability of any deduction under the ITA to which the Optionee may be entitled.

(b) In the event of an amalgamation, combination, merger or other reorganization involving the Corporation, by exchange of shares, by sale or lease of assets, or otherwise, that, in the opinion of the Board, acting reasonably and in good faith, warrants the replacement or amendment of any existing Options in order to adjust:

- (i) the number of Shares or other securities that may be acquired on the exercise of any outstanding Options; or
- (ii) the Exercise Price of any outstanding Options,

in order to preserve proportionately the rights and obligations of the Optionees, the Board will authorize such steps, subject to Regulatory Approval, if required, to be taken as are equitable and appropriate to that end, having regard to the availability of any deduction under the ITA to which the Optionee may be entitled.

(c) Except as expressly provided in Subsections 4.13(a) and 4.13(b), neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to: (i) the number of Shares that may be acquired on the exercise of any outstanding Options; or (ii) the Exercise Price of any outstanding Options.

(d) The Corporation will not be required to issue fractional Shares in satisfaction of its obligations hereunder and any fractional interest in a Share that would, except for the provisions of this Section 5.13(d), be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Corporation.

#### **4.14 DISPUTES**

If any questions arise at any time with respect to the Exercise Price or number of Optioned Shares or other securities deliverable upon exercise of an Option in any of the events set out in Sections 4.13(a) or 4.13(b), such questions will be conclusively determined by the Corporation's auditors, or, if they decline to so act, any other firm of chartered accountants that the Corporation may designate and who will have access to all appropriate records and such determination will be binding upon the Corporation and all Optionees.

#### **4.15 COMPLIANCE WITH LAW**

The Corporation is not obligated to grant any Options, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Board, in its sole discretion, such action would constitute a violation by an Optionee or the Corporation of any provision of any applicable law, including any statutory or regulatory enactment of any government or government agency. Optioned Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such Optioned Shares shall comply with all relevant provisions of law, including, without limitation, any applicable provincial, state or federal securities laws, and the requirements of the Exchange, and such issuance shall be further subject to the approval of counsel for the Corporation with respect to such compliance. The inability of the Corporation to obtain from any regulatory body the authority deemed by the Corporation to be necessary for the lawful issuance and sale of any Optioned Shares under the Plan, or the inability of the Corporation to lawfully issue, sell, or deliver any Optioned Shares, shall relieve the Corporation of any liability with respect to the non-issuance, sale or delivery of such Optioned Shares.

#### **4.16 SALE OF CORPORATION, ETC.**

If the Board at any time by resolution declares it advisable to do so in connection with a Merger and Acquisition Transaction, the Board has the right to provide for the conversion, exchange, replacement or substitution of any outstanding Options into or for options, rights or other securities of similar value of, or the assumption of outstanding Options by any entity or affiliate participating in or resulting from a Merger and Acquisition Transaction. Any such conversion, exchange, replacement, substitution or assumption shall be on such terms as the Board in good faith may consider fair and appropriate in the circumstances. In addition, and notwithstanding this Section 4.16, the Board has the right to determine, at its sole discretion, that (i) any or all Options shall thereupon terminate; provided that only such outstanding Options that have vested shall remain exercisable until consummation of the Merger and Acquisition Transaction; or (i) Options not exercisable may be exercisable in full.

## ARTICLE V PROCEDURE

### 5.1 OPTION COMMITMENT

Upon grant of an Option hereunder to an Optionee, a senior officer of the Corporation designated by the Board will deliver to the Optionee an Option Agreement detailing the terms of the Option.

Upon the occurrence of an event to which Section 4.13(a) or 4.13(b) applies, and upon the surrender by the Optionee of the originally signed Option Agreement to which any Option relates, a senior officer of the Corporation designated by the Board may deliver to any Optionee with respect to any Option, a revised Option Agreement identified as such, with respect to Shares as to which the Option has not been exercised, reflecting the application of Section 4.13(a) or 4.13(b), as applicable, by reason of that event.

### 5.2 MANNER OF EXERCISE

(a) Options shall be exercisable by the Holder delivering a fully completed Exercise Form to the Corporation specifying the number of Options to be exercised accompanied by payment in full of the aggregate Exercise Price therefor by cash payment, wire transfer or by certified cheque or bank draft payable to the Corporation (in each case in immediately available funds) provided that notwithstanding any other provision of this Plan, the Corporation's obligation to issue Shares to a Holder pursuant to the exercise of an Option or otherwise pay an amount pursuant to the Plan or any Option shall be subject to the satisfaction of all federal, state, provincial, local and foreign tax obligations as may be required by applicable law, including, but not limited to, obligations to make withholdings, deductions or remittances in respect of any taxable benefits of a Holder arising under this Plan or any Option (**tax withholding obligations**) and the Corporation shall have the power and right to:

- (i) deduct or withhold from all amounts payable to a Holder pursuant to this Plan, any Option, or otherwise in the course of the employment of the Optionee in respect of the Option with the Corporation or its Affiliates, and
- (ii) require the Holder to remit to the Corporation an amount sufficient to satisfy in full any tax withholding obligations as may be imposed on the Corporation by applicable law. Further, the Corporation may permit or require the Holder to (A) satisfy, in whole or in part, such deduction or any tax withholding obligation by instructing the Holder to withhold Shares that would otherwise have been received by the Holder upon exercise of any Options, or (B) sell such Shares on behalf of the Holder, and remit the proceeds of such sale to the relevant taxing authority in satisfaction of the tax or withholding obligations.

(b) Subject to the provisions of the Plan and the provisions of the Option Agreement issued to an Optionee, Options which are exercisable may be exercised by means of a fully completed Exercise Form delivered to the Corporation. The Exercise Form must be accompanied by:

- (i) the originally signed Option Agreement with respect to the Option being exercised; and
- (ii) documents containing such representations, warranties, agreements and undertakings, including such as to the Holder's future dealings in such Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to comply with or safeguard against the violation of the laws of any jurisdiction.

(c) Upon the Corporation being satisfied that all of the conditions and requirements in this Section have been fully met, the Holder shall be deemed to be a holder of record of the Shares to be

issued pursuant to an exercise of an Option, and thereafter the Corporation shall, within a reasonable amount of time, cause the transfer agent and registrar of the Shares to deliver to the Optionee a certificate or certificates or a statement of account, representing in the aggregate the acquired Shares.

### **5.3 USE OF AN ADMINISTRATIVE AGENT AND TRUSTEE**

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Options granted under the Plan and to act as trustee to hold and administer the assets that may be held in respect of Options granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. In such case, the Corporation and the administrative agent will maintain records showing the number of Options granted to each Optionee under the Plan.

## **ARTICLE VI GENERAL**

### **6.1 OPTIONEE HAS NO RIGHTS AS A SHAREHOLDER**

An Optionee has no rights whatsoever as a shareholder in respect of any of the Optioned Shares (including, without limitation, any right to receive dividends or other distributions therefrom or thereon) other than in respect of Optioned Shares purchased by and fully paid for and issued to the Optionee on exercise of the Option.

### **6.2 ACCOUNTS AND STATEMENTS**

The Corporation will maintain, or cause to be maintained, records indicating the number of Options granted to each Optionee and the number of Optioned Shares issued under the Plan.

### **6.3 EMPLOYMENT AND SERVICES**

Nothing contained in the Plan will confer upon any Optionee (or his Consulting Company) any right with respect to employment, term of office or consulting with the Corporation or an Affiliate, or interfere in any way with the right of the Corporation to terminate the Optionee's employment, term of office or consulting arrangements (or those of his Consulting Company) at any time. If an Optionee's employment, term of office or consulting arrangements (or those of his Consulting Company) with the Corporation or an Affiliate is terminated for any reason, no value will be ascribed to any unvested Options for the purposes of any severance entitlement. Participation in the Plan by an Optionee will be voluntary.

### **6.4 NOTICE**

Each notice, demand or communication required or permitted to be given under the Plan (each, a "Notice") will be in writing and shall be given by personal delivery or by registered mail, postage prepaid, if to the Corporation, at the Corporation's address set out in the Option Agreement, to the attention of the Corporate Secretary, or at such other address as the Corporation may advise an Optionee of, in writing, as being the address for delivery of a Notice to the Corporation, and if to an Optionee, at the most recent residential address for the Optionee shown in the records of the Corporation. All such Notices given as aforesaid shall be deemed to have been received by the recipient when delivered or, if mailed, five days after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received ten days after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery.



## **6.5 AMENDMENT OR TERMINATION OF PLAN**

The Board reserves the right, in its absolute discretion, to amend, suspend or terminate the Plan, or any portion thereof, at any time without obtaining the approval of shareholders of the Corporation, subject to those express provisions of applicable law and regulatory requirements (including the express rules, regulations and policies of the Exchange), if any, that require Regulatory Approval and/or the approval of shareholders (including Disinterested Shareholder Approval), as applicable. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.

Subject to Section 4.15, if an amendment to the Plan or an Option requires Regulatory Approval and/or the approval of shareholders (including Disinterested Shareholder Approval), as applicable, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are given.

## **6.6 GOVERNING LAW**

The Plan will be governed and construed in accordance with the laws of the Province of Ontario.

## **6.7 EFFECTIVE DATE**

The Plan shall be effective on September 30, 2011.

## **6.8 SUBJECT TO APPROVAL**

To the extent a provision of the Plan requires Regulatory Approval which is not received, such provision shall be severed from the remainder of the Plan until the approval is received and the remainder of the Plan shall remain in full force and effect.

The Plan must be approved periodically pursuant to the requirements of the Exchange.

**SCHEDULE "A"**

**OPTION AGREEMENT**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between Spackman Equities Group Inc. (the "**Corporation**") and \_\_\_\_\_ (the "**Participant**") pursuant to the Corporation's Amended and Restated Stock Option Plan (the "Plan") adopted by the Corporation on September 30, 2011.

- (ii) Pursuant to the Plan and in consideration of \$1.00 paid and services provided to the Corporation by the Participant, the Corporation agrees to grant options (the "**Options**") and issue subordinate voting shares (the "**Shares**") of the Corporation to the Participant, in each case in accordance with the terms of the Plan.
- (iii) The granting and exercise of the Options and the issue of Shares are subject to the terms and conditions of the Plan, all of which are incorporated into and form a part of this agreement.

For greater certainty, the Corporation hereby grants to the Participant an option to acquire \_\_\_\_\_ Shares at an exercise price of \$\_\_\_\_\_ per Share which Options terminate [**five**] years from the date of this agreement. The Options shall vest at the rate and on the dates indicated below:

<u>Date</u>	<u>Number</u>
●	●

- (iv) This agreement shall be binding upon and enure to the benefit of the Corporation, its successors and assigns and the Participant and the legal representatives of his or her estate pursuant to the provisions of the Plan.
- (v) By executing this agreement, the Participant confirms and acknowledges that his or her participation is voluntary and that he or she has not been induced to enter into this agreement or acquire any Option by expectation of employment or continued employment with the Corporation.

**SPACKMAN EQUITIES GROUP INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

_____	}	_____
Witness		Participant

**SCHEDULE "B"**

**NOTICE OF EXERCISE**

The undersigned, \_\_\_\_\_, (the "**Holder**") hereby exercises options to purchase \_\_\_\_\_ common shares (collectively, the "**Option Shares**") of Spackman Equities Group Inc. (the "**Corporation**") at a purchase price of \$ \_\_\_\_\_ per Option Share.

This Notice of Exercise is delivered in respect of the options to purchase Option Shares that were granted to the undersigned on \_\_\_\_\_ as evidenced by the option agreement delivered by the Corporation to the undersigned (the "**Option Agreement**").

In connection with the foregoing, the Holder delivers: (i) the originally executed Option Agreement; (ii) if applicable, such documents containing such representations, warranties, agreements and undertakings, including such as to the Holder's future dealings in such Option Shares, as counsel to the Corporation has reasonably determined to be necessary or advisable in order to comply with or safeguard against the violation of the laws of any jurisdiction; and (iii) cash totalling, or a certified cheque or bank draft payable to the Corporation (in each case in immediately available funds) in the amount of, \$ \_\_\_\_\_ as full payment for the Option Shares in respect of which the options are hereby being exercised.

The Holder acknowledges that delivery of the Option Shares is subject to the satisfaction of all applicable federal, state, provincial, local and foreign tax obligations, including obligations to make withholdings or deductions in respect of the benefits arising hereunder. The Corporation has the power and right to deduct or withhold from all amounts payable to Holder in respect of the options, or otherwise in the course of the employment of the Holder with the Corporation or its Affiliates. Further, the Corporation has the power to require the Holder to remit to the Corporation an amount sufficient to satisfy any applicable tax or withholding obligations required by law, and may require the Holder to satisfy, in whole or in part, such tax or withholding obligations by instructing the Corporation to withhold Option Shares that would otherwise be received by the Holder, sell such Option Shares on behalf of the Holder and remit the proceeds of such sale to the relevant taxing authority in satisfaction of the tax or withholding obligations.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Print or Type Name**

\_\_\_\_\_  
**SIGNATURE**

## **APPENDIX "B"**

### **STOCK OPTION PLAN RESOLUTION**

BE IT RESOLVED, AS AN ORDINARY RESOLUTION OF THE CORPORATION, THAT,

1. the continued use of the amended stock option plan (the "Amended and Restated Stock Option Plan") of the Corporation, in the form set out in Appendix "A" to the management information circular of the Corporation dated May 9, 2014, is hereby authorized and approved.
2. the Amended and Restated Stock Option Plan is hereby ratified in its entirety, subject to such amendments, changes, additions and alterations thereto as the board of directors of the Corporation may approve, or as may be required by the TSXV; and
3. any director or officer of the Corporation is hereby authorized for and on behalf of the Corporation to execute and deliver all such instruments and documents and to perform and do all such acts and things as may be deemed advisable in such individual's discretion for the purpose of giving effect to this special resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination.

## APPENDIX "C"

# SPACKMAN EQUITIES GROUP INC.

## AUDIT COMMITTEE CHARTER

### **1. Role of the Committee**

The board of directors of Spackman Equities Group Inc. (the "Corporation") shall appoint an Audit Committee (the "Committee").

The Committee's role shall be to assist the board to promote and improve the credibility and objectivity of financial reports.

The Committee shall oversee the accounting and financial reporting processes of the Corporation and review and recommend for approval by the board the financial statements, MD&A and earnings news releases.

The Committee will manage the relationship between the Corporation and the external auditors by overseeing the work of the external auditors and by making recommendations to the board on the engagement, remuneration and termination of the external auditors based on its evaluation of performance.

The Committee shall pre-approve all non-audit services the external auditors propose to provide to the Corporation.

The Committee shall facilitate and maintain open communications among management, the external auditors, and the board.

The Committee shall be responsible for the discharge of such other duties as may be prescribed by regulatory authorities or delegated by the board.

### **2. Membership**

The Committee shall be comprised of three or more directors the majority of whom shall be independent as determined by the board in conformity with the laws, regulations and listing requirements to which the Corporation is subject. An independent Committee member is one who has no direct or indirect material relationship with the Corporation. A material relationship means a relationship which could, as determined by the board, reasonably interfere with the exercise of a member's independent judgement.

The Chair of the Committee shall be appointed by the board of directors. A quorum shall consist of two directors.

All members of the Committee shall in the judgment of the board of directors be "financially literate" and if possible, at least one member shall qualify as a "financial expert". "Financially literate" shall mean the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation's financial statements. A "financial expert" shall mean a person who has: (a) an understanding of financial statements and the accounting principles used by the Corporation to prepare its financial statements; (b) the ability to assess the general application of such accounting principles in connection with the accounting for

estimates, accruals and reserves; (c) 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 Corporation's financial statements, or experience actively supervising one or more persons engaged in such activities; (d) an understanding of internal controls and procedures for financial reporting; and (e) an understanding of audit Committee functions. The designation of a person as a financial expert will not impose any duties, obligations or liabilities greater than those arising by virtue of this person's position as a member of the audit Committee or board of directors.

### **3. Meetings**

The Committee shall meet at least four times per year and at such other times as any member of the Committee deems necessary to fulfill its responsibilities. The Corporation's external auditors will normally not be required to attend meetings of the Committee except for the meeting at which the audited annual financial statements are considered. At each meeting, the Committee shall meet separately with management and the external auditors, if they are present, to discuss any matters the Committee or any of these parties believe should be discussed privately.

### **4. Reporting to the Board**

Minutes of all meetings of the Committee are to be sent to all board members. All supporting schedules and data received and reviewed by the Committee are to be available for examination by any director upon request to the Chairman of the Committee.

### **5. Authority**

The Committee shall have direct access to all books, records, facilities and personnel of the Corporation including to the external auditor as it determines this to be advisable. All employees are to cooperate as requested by Committee members.

The Committee shall have the authority to retain persons having special expertise in legal, accounting or other matters as it determines to be necessary to assist it in discharging its responsibilities. The Committee shall have the authority to set and pay the compensation of any advisors it engages.

The board of directors may authorize the Committee to investigate any activity of the Corporation.

### **6. Responsibilities**

In the discharge of its role, the Committee will have the responsibility to:

- (a) recommend to the board the external auditors to be nominated for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the Corporation and the compensation of the external auditors;
- (b) confirm the external auditors are participants in good standing with the Canadian Public Accountability Board;
- (c) review the external auditor engagement letter and confirm the direct reporting and accountability of the auditors to the audit Committee and through the Committee to the board of directors as representatives of the shareholders;
- (d) pre-approve any non-audit services to be provided by the external auditors and generally assess the independence of the external auditors having reference to the Independence Standards of the CICA; the pre-approval requirement may be satisfied if (a) the aggregate amount of all the non-audit services that were not pre-approved

constitutes no more than 5% of the total amount of revenues paid by the Corporation to its external auditors during the fiscal year in which the services were provided; (b) the services were not recognized by the Corporation at the time of the engagement to be non-audit services; and (c) the services were promptly brought to the attention of the Committee and approved, prior to the completion of the audit, by the audit Committee or by one or more members of the Committee to whom the Committee may delegate authority to grant such approvals;

- (e) ensure the rotation of the lead audit partner and/or the audit partner responsible for reviewing the audit as required by law;
- (f) review and approve the Corporation's hiring policies regarding employees or persons previously employed by the present or former external auditors;
- (g) review the scope of the external auditors' audit plan and the procedures to be utilized with the external auditors and with management.
- (h) review with management and with the external auditors all major accounting policies and practices adopted, any proposed changes in major accounting policies, the presentation and impact of significant risks and uncertainties, and key estimates and judgments of management that may be material to financial reporting;
- (i) question management regarding significant variances between comparative reporting periods;
- (j) review (i) the audited annual financial statements with management and the external auditors and (ii) the quarterly financial statements of the Corporation with management, and recommend the same to the board;
- (k) question management and the external auditors regarding significant financial reporting issues discussed during the fiscal period and the method of resolution;
- (l) review any restrictions imposed by management in performing the external audit or significant accounting issues on which there was a disagreement with management;
- (m) review the post-audit or management letter, containing the recommendations of the external auditors, and management's response and subsequent follow up to any identified weakness;
- (n) review and recommend for the approval by the board the Management's Discussion & Analysis reports, news releases and any earnings guidance and all public disclosure documents containing audited or unaudited financial information before release;
- (o) review the quarterly reports issued by management and subsequent follow up to any identified weakness;
- (p) review with management significant financial risk exposures, the steps taken to monitor and control such exposures and approve any related policies;
- (q) review the appointments of any key financial executives involved in the financial reporting process;
- (r) review with management the status of any material pending or threatened litigation;

- (s) review the adequacy and quality of any insurance coverage maintained by the Corporation;
- (t) inquire of the CEO as to the Corporation's disclosure controls and procedures and as to the existence of any significant deficiencies in the design or operation of internal controls and any fraud that involves employees who have a significant role in the Corporation's internal controls; and
- (u) review the status of compliance with laws and regulations and the scope and status of systems designed to ensure compliance therewith and receive reports from management, legal counsel and other third parties as determined by the Committee on such matters, as well as major legislative and regulatory developments which could impact the Corporation's contingent liabilities and risks.

## **7. Business Conduct Policies**

The Committee will review and reassess annually the adequacy of the Corporation's Code of Ethical Conduct and Business Practices and its policies and procedures with respect to Corporate Disclosure, Confidentiality and Restricted Trading Policies.

## **8. Allocation of Responsibilities**

Management is responsible for operating the business of the Corporation and for its internal controls and the financial reporting process. The external auditors are responsible for performing an independent audit of the Corporation's consolidated financial statements in accordance with generally accepted auditing standards and for issuing a report thereon. The external auditors shall report and be accountable to the Committee and through the Committee to the board of directors as representatives of shareholders. The Committee's responsibility is to monitor and oversee these processes on behalf of the board. The Committee is not charged with the duty to plan or conduct audits or to determine that the Corporation's financial statements are complete and accurate and in accordance with generally accepted accounting principles.

The existence of the Committee and the delegation to it of certain powers and duties by the board of directors does not relieve individual members of the board of directors from the responsibility of satisfying themselves that the affairs of the Corporation are being properly conducted.

## **9. Complaints**

Concerns or complaints submitted to management pursuant to procedures set forth in the Code of Ethical Conduct and Business Practices or otherwise received by an employee of the Corporation, including but not restricted to concerns and complaints which relate to accounting, internal accounting controls or audit matters, shall be referred to the Chair of the Committee. The Committee shall deal with all such internal complaints relating to such matters.

No reprisal, retaliation or disciplinary action shall be taken against employees for reporting, in good faith, such concerns. The Chair of the Committee shall, if requested by the complainant, keep the identity of the complainant in confidence to the extent appropriate or permitted by law.

## **10. Annual Review**

The Committee shall review the adequacy of this Charter on an annual basis and recommend any changes to the board.