

**GREENFIELDS PETROLEUM CORPORATION**  
**211 Highland Cross Drive, Suite 227**  
**Houston, Texas 77073, USA**

**MANAGEMENT INFORMATION CIRCULAR**

This Management Information Circular (the “**Information Circular**”) is furnished in connection with the solicitation of proxies by or on behalf of the management of Greenfields Petroleum Corporation (“**Greenfields**” or the “**Corporation**”) for use at the annual meeting of the holders (the “**Shareholders**”) of the common shares (the “**Shares**”) of the Corporation to be held on Tuesday, August 11, 2015, at 3:00 p.m. (Houston time) (2:00 p.m. Calgary time) in the Corporation’s offices at 211 Highland Cross, Suite 227, Houston, TX 77073, USA, and at any adjournment or postponement thereof (the “**Meeting**”) for the purposes set out in the notice of meeting (“**Notice of Meeting**”) accompanying this Information Circular. Unless otherwise noted, information in this Information Circular is given as at **July 9, 2015**.

**SOLICITATION OF PROXIES**

The solicitation of proxies is made on behalf of the management of the Corporation. The costs incurred in the preparation of the form of proxy, Notice of Meeting and this Information Circular and the costs associated with solicitation of proxies will be borne by the Corporation. Solicitation of proxies will be primarily by mail, but may also be in person, by telephone or by electronic means.

**RECORD DATE**

The Shareholders of record at 5:00 p.m. MDT (Calgary time) on July 7, 2015 (the “**Record Date**”) are entitled to receive notice of, and to vote at, the Meeting except to the extent that:

1. such person transfers his, her or its Shares after the Record Date; and
2. the transferee of those Shares produces properly endorsed share certificates or otherwise establishes his or her ownership to the Shares and makes a demand to the registrar and transfer agent of the Corporation, not later than ten (10) days before the Meeting, that his or her name be included on the shareholders' list for the Meeting.

Any registered Shareholder as at the Record Date who either personally attends the Meeting or who completes and delivers a proxy will be entitled to vote or have his, her or its Shares voted at the Meeting. However, a person appointed under the form of proxy will be entitled to vote the Shares represented by that form only if it is effectively delivered in the manner set out under the heading “*Appointment and Revocation of Proxies*” below.

**APPOINTMENT AND REVOCATION OF PROXIES**

A Shareholder or intermediary who has submitted a proxy may revoke it by an instrument in writing executed by the Shareholder or intermediary or his or her attorney authorized in writing, or, if the Shareholder is a corporation, under its corporate seal and executed by a director, officer or attorney thereof duly authorized, and deposited with the Corporation at the office of the Corporation's registrar and transfer agent, Alliance Trust Company, Suite 1010, 407 – 2<sup>nd</sup> Street S.W., Calgary, Alberta, T2P 2Y3; Fax: (403) 237-6181; as aforesaid at any time prior to the close of business on the second to last business day preceding the day of the Meeting at which the proxy is to be used, or with the Chairman of the Meeting prior to the start of the Meeting on the day of the Meeting. Upon such deposit the previous proxy is revoked.

## COMPLETION OF PROXIES

The form of proxy affords Shareholders or intermediaries an opportunity to specify that the Shares registered in their name shall be voted for or against or withheld from voting in respect of the fixing of the number of directors and the election of directors, the appointment of auditors and the approval of the Corporation's stock option plan as specified in the accompanying Notice of Meeting.

The persons named in the enclosed form of proxy are the President and Chief Executive Officer and the Senior Vice President, Chief Financial Officer and Treasurer, respectively, of the Corporation.

**A REGISTERED SHAREHOLDER OR AN INTERMEDIARY HOLDING SHARES ON BEHALF OF A BENEFICIAL SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON, WHO NEED NOT BE A SHAREHOLDER, TO ATTEND AND ACT ON HIS OR HER BEHALF AT THE MEETING, IN THE PLACE OF THE PERSONS DESIGNATED IN THE FORM OF PROXY FURNISHED BY THE CORPORATION. TO EXERCISE THIS RIGHT, THE SHAREHOLDER OR INTERMEDIARY SHOULD STRIKE OUT THE NAMES OF THE PERSONS NAMED IN THE FORM OF PROXY AND INSERT THE NAME OF THEIR NOMINEE IN THE BLANK SPACE PROVIDED, OR SUBMIT ANOTHER APPROPRIATE FORM OF PROXY.**

A form of proxy must be dated and signed by the registered Shareholder or by his attorney authorized in writing or by the intermediary. In the case of a Shareholder that is a corporation, the proxy must be executed under its corporate seal or signed by a duly authorized officer or attorney for the corporation with proof of authority accompanying the proxy.

In order to be effective, the form of proxy, together with the power of attorney or other authority, if any, under which it was signed or a notarially certified copy thereof, must be mailed or faxed so as to be deposited at the office of the Corporation's registrar and transfer agent, Alliance Trust Company, Suite 1010, 407 – 2<sup>nd</sup> Street S.W., Calgary, Alberta, T2P 2Y3; Fax: (403) 237-6181; not later than 2:00 p.m. MDT (Calgary time) on the second to last business day preceding the day of the Meeting or deposited with the Chairman of the Meeting on the day of the Meeting prior to the start of the Meeting. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution. If a proxy is not dated, it will be deemed to bear the date on which it was mailed or faxed.

## EXERCISE OF DISCRETION BY PROXIES

A Shareholder or intermediary may indicate the manner in which the persons named in the enclosed form of proxy are to vote with respect to any matter by checking the appropriate space. On any poll, those persons will vote or withhold from voting the shares in respect of which they are appointed in accordance with the directions, if any, given in the form of proxy. If the Shareholder or intermediary wishes to confer a discretionary authority with respect to any matter, the space should be left blank. **IN SUCH INSTANCE, THE PERSONS NAMED IN THE ENCLOSED FORM OF PROXY INTEND TO VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF THE MOTION.**

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. As of the date hereof, management of the Corporation knows of no such amendment, variation or other matter. However, if any other matters which are not now known to management should properly come before the Meeting, the proxies in favour of management nominees will be voted on such matters in accordance with the best judgment of the management nominees.

## ADVICE TO BENEFICIAL HOLDERS OF SECURITIES

**The information set forth in this section is provided to beneficial holders of Shares of the Corporation who do not hold their Shares in their own name (“Beneficial Shareholders”).**

Beneficial Shareholders should note that only proxies deposited by shareholders whose names appear on the records of the Corporation as the registered holders of Shares can be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided to a Beneficial Shareholder by a broker, then in almost all cases those Shares will not be registered in the Beneficial Shareholder's name on the records of the Corporation. Such Shares will more likely be registered under the name of the Beneficial Shareholder's broker or an agent of that broker.

In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as the nominee for many Canadian brokerage firms). Shares held by brokers or their nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, the broker or nominees are prohibited from voting Shares for their clients. Therefore, Beneficial Shareholders cannot be recognized at the Meeting for the purposes of voting the Shares in person or by way of proxy except as set forth below.

Applicable regulatory policy requires intermediaries or brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary or broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. Often, the form of proxy supplied to a Beneficial Shareholder by its broker is identical to the form of proxy provided to registered Shareholders. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“BFS”).

BFS typically provides a scannable voting request form or applies a special sticker to the proxy forms, mails those forms to the Beneficial Shareholders and asks Beneficial Shareholders to return the voting request forms or proxy forms to BFS. Often Beneficial Shareholders are alternatively provided with a toll-free telephone number to vote their shares. BFS then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a voting instruction or proxy from BFS cannot use that proxy to vote Shares directly at the Meeting because the completed instruction or proxy must be returned as directed by BFS well in advance of the Meeting in order to have the Shares voted.**

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

**IF YOU ARE A BENEFICIAL SHAREHOLDER AND WISH TO VOTE IN PERSON AT THE MEETING, PLEASE CONTACT YOUR BROKER OR AGENT WELL IN ADVANCE OF THE MEETING TO DETERMINE HOW YOU CAN DO SO.**

Please note that the Corporation's management does not intend to pay for intermediaries to forward, under National Instrument 54-101– *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“NI 54-101”), the proxy-related materials and Form 54-101F7 – *Request for Voting Instructions*

*Made by Intermediary* to those Beneficial Shareholders who have objected to their intermediary disclosing ownership information about them pursuant to Canadian securities legislation (“**Objecting Beneficial Shareholders**”). Consequently, if you are an Objecting Beneficial Shareholder, you will not receive these materials unless the intermediary holding Shares on your account assumes the cost of delivery.

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

The Corporation's authorized share capital consists of (i) 49,900,000 Shares; and (ii) 100,000 preferred shares. As of the date hereof, there are 22,105,438 Shares issued and outstanding, and nil preferred shares outstanding. Each issued Share carries the right to one (1) vote at the Meeting.

The memorandum and articles of association of the Corporation provide that a quorum for the purposes of conducting a shareholders' meeting is constituted if one (1) or more Shareholders holding at least five percent (5%) of the paid up voting share capital of the Corporation are present in person or by proxy and are entitled to vote at the Meeting.

Any registered Shareholder as at the Record Date who either personally attends the Meeting or who completes and delivers a form of proxy will be entitled to vote or have his or her Shares voted at the Meeting. However, a person appointed under the form of proxy will be entitled to vote the Shares represented by that form only if it is effectively delivered in the manner set out in the heading “*Completion of Proxies*”.

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

## **PARTICULARS OF MATTERS TO BE ACTED UPON**

To the knowledge of the board of directors of the Corporation (the “**Board**”), the only matters to be placed before the Meeting are those matters set forth in the accompanying Notice of Meeting relating to: (i) receipt of the audited consolidated financial statements of the Corporation as at and for the financial year ended December 31, 2014, together with the notes thereto and the independent auditors' report thereon (the “**Financial Statements**”); (ii) fixing the number of directors to be elected at the Meeting at seven (7); (iii) the election of directors of the Corporation to hold office until the next annual meeting of the Shareholders or until their successors are elected or appointed; (iv) the appointment of auditors for the ensuing year and to authorize the directors of the Corporation to fix their remuneration; and (v) the approval of the stock option plan of the Corporation.

Additional details regarding each of the matters to be acted on at the Meeting are below.

### ***Receipt of the Consolidated Financial Statements***

The Financial Statements will be placed before the Meeting. No formal action will or is required to be taken in respect of the Financial Statements at the Meeting. The Financial Statements are also available on the Corporation's SEDAR profile at [www.sedar.com](http://www.sedar.com).

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

At the Meeting, the Shareholders will be asked to pass an ordinary resolution that the number of directors to be elected at the Meeting to hold office until the next annual meeting of the Shareholders or until their

successors are elected or appointed, subject to the memorandum and articles of association of the Corporation, be set at six (6).

**Unless otherwise directed, it is the intention of management to vote proxies in the accompanying form of proxy in favour of setting the number of directors to be elected at the Meeting at six (6).**

*Election of Directors*

The Shareholders will be asked to pass an ordinary resolution at the Meeting to elect, as directors, the nominees whose names are in the table below. Each nominee elected will hold office until the next annual meeting of the Shareholders or until his successor is duly elected or appointed, unless his office is vacated earlier in accordance with the Corporation's memorandum and articles of association.

The Board has adopted an individual voting standard, otherwise known as a “majority voting policy”, for the election of directors at the Meeting. Under the individual voting standard, any nominee for director who receives a greater number of “withheld” votes than “for” votes for his or her election as a director shall submit his or her resignation to the Board for consideration promptly following the Meeting. This policy applies only to uncontested elections, where the number of nominees for directors is equal to the number of directors to be elected. The Board will consider the resignation and determine whether to accept the resignation within ninety (90) days of the applicable meeting and a news release will be issued by the Corporation announcing the Board's determination. A director who tenders his or her resignation will not participate in deliberations or meetings with respect to whether the resignation shall be accepted. The Board may fill any vacancy created by any such resignation or determine to leave the resulting vacancy unfilled.

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

The present members of the Corporate Governance and Nominating Committee, Reserves Committee, Audit Committee and Compensation Committee of the Board are identified in the table below.

<b>Name and Municipality of Residence</b>	<b>Position(s) Presently Held</b>	<b>Director Since</b>	<b>Principal Occupation During the Past 5 Years</b>	<b>Number and Percentage of Shares Beneficially Owned or over which Control or Direction, Directly or Indirectly, is Exercised<sup>(5)</sup></b>
Michael J. Hibberd <sup>(1)(3)(4)</sup> Calgary, Alberta Canada	Chairman of the Board, Director	February 23, 2010	Chairman and President of MJH Services Inc., a corporate finance advisory business established in 1995. Chairman of Canacol Energy Ltd., and Vice-Chairman of Sunshine Oilsands Ltd., both public oil and gas exploration companies. Director of Montana Exploration Corp., PetroFrontier and Pan Orient Energy Corp.	116,421 (0.5%)
John W. Harkins <sup>(1)</sup> The Woodlands, Texas U.S.A.	President, Chief Executive Officer, Director	October 1, 2008	President and Chief Executive Officer of the Corporation since February 11, 2010; prior thereto, Vice President Business Development of the Corporation from July 2008 to February 2010.	1,035,655 (4.7%)

<b>Name and Municipally of Residence</b>	<b>Position(s) Presently Held</b>	<b>Director Since</b>	<b>Principal Occupation During the Past 5 Years</b>	<b>Number and Percentage of Shares Beneficially Owned or over which Control or Direction, Directly or Indirectly, is Exercised<sup>(5)</sup></b>
Richard E. MacDougal <sup>(2)</sup> The Woodlands, Texas U.S.A.	Director (Co-founder)	November 30, 2007	President of Viridis Petroleum since 2013. Prior thereto, Senior Vice President and Chief Operating Officer of the Corporation from February 11, 2010 through June 30, 2013; prior thereto, President of the Corporation from November 30, 2007 to February 2010.	1,293,682 (5.9%)
Alex T. Warmath <sup>(2)(4)</sup> The Woodlands, Texas U.S.A.	Director (Co-founder)	November 30, 2007	President of ACOGIF LLC, an oil and gas company established in January 2012. Co-founder and Director of NEGRI Environmental LLC and Co-founder and Director of GFI Petroleum (Central America) Limited. All companies are private concerns engaged either in the oil and gas exploration and development or providing services to the oil and gas business in the Permian Basin in Texas. Also serves on the Advisory Board for the University of Arkansas. Chief Executive Officer of the Corporation from November 30, 2007 to February 11, 2010 and Senior Vice President and Chief Technical Officer of the Corporation from February 11, 2010 to January 5, 2012, prior to his retirement.	1,130,697 (5.1%)
Garry P. Mihaichuk <sup>(2)(3)(4)</sup> Calgary, Alberta Canada	Director	February 23, 2010	Mr. Mihaichuk is a corporate director who has served as a director on 14 public and private companies since 1996. Mr. Mihaichuk is currently the Managing Director of Translang Technologies Ltd., Director of Badger Daylighting Ltd., Director of Nordic Petroleum AS, Director and President of Nordic America's Inc., Director of RLG International and Director of Friends of the Calgary Philharmonic Orchestra. He is a former Director of Connacher Oil and Gas Limited.	51,998 (0.2%)
Gerald F. Clark <sup>(1)(3)</sup> Houston, Texas, U.S.A.	Director	September 4, 2012	Business, financial and general management consultant since January 2012. Prior thereto, Chief Executive Officer and Chief Financial Officer of Ciris Energy, Inc. from September 2009 to November 2011.	13,921 (0.06%)

**Notes:**

- (1) Member of the Corporate Governance and Nominating Committee.
- (2) Member of the Reserves Committee.
- (3) Member of the Audit Committee.
- (4) Member of the Compensation Committee.
- (5) Does not include Shares issuable on the exercise of Options (as defined herein). As at December 31, 2014 the directors as a group held 739,000 Options. See "Statement of Executive Compensation" below.

As of the date hereof the directors of the Corporation and its subsidiaries, as a group, own or control, directly or indirectly, an aggregate of 3,642,374 Shares representing 16.5% of the issued and outstanding Shares.

Other than as described below, no proposed director:

- (a) is at the date of this Information Circular, or has been, within ten (10) years before the date of this Information Circular, a director, chief executive officer or chief financial

officer of any company (including the Corporation) that, while that person was acting in that capacity:

- (i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than thirty (30) consecutive days; or
  - (ii) was subject to an event that resulted, after the director, chief executive officer or chief financial officer ceased to be a director, chief executive officer or chief financial officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than thirty (30) consecutive days; or
- (b) is at the date of this Information Circular, or has been, within ten (10) years before the date of this Information Circular, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity or within one (1) 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;
- (c) has, within the ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority, or has entered into a settlement agreement with a securities regulatory authority or any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

Mr. Hibberd was an independent director of Challenger Energy Corp. (“**Challenger**”) from December 1, 2005 until September 16, 2009. Challenger obtained a creditor protection order under the *Companies’ Creditors Arrangement Act* (Canada), on February 27, 2009. On June 19, 2009, Challenger announced that it had entered into an arrangement agreement in respect of the acquisition of Challenger by Canadian Superior Energy Inc. (“**Canadian Superior**”). On September 17, 2009, all of the common shares of Challenger were exchanged for shares of Canadian Superior Energy Inc. and all creditor claims of Challenger were fully honoured.

Mr. Hibberd was formerly a director of Skope Energy Inc. (a TSX listed oil and gas company), which commenced proceedings in the Court of Queen’s Bench of Alberta under the *Companies’ Creditors Arrangement Act* (Canada) to implement a restructuring in November 2012, which was completed on February 19, 2013.

**A Shareholder can vote for all of the nominees set forth above, vote for some of them and withhold for others, or withhold for all of them.**

**In the absence of contrary instructions, the persons named in the accompanying form of proxy intend to vote the Shares represented thereby in favour of the election to the Board of those nominees set forth above. The Board does not contemplate that any of such nominees will be**

**unable to serve as a director. However, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, proxies in favour of management designees will be voted for another nominee in their discretion unless the Shareholder has specified in his proxy that his Shares are to be withheld from voting on the election of directors.**

#### *Appointment of Auditors*

The Shareholders will be asked to pass an ordinary resolution at the Meeting to appoint Calvetti Ferguson, P.C. as the independent auditors of the Corporation to hold office until the next annual meeting of the Shareholders, at a remuneration to be determined by the Board. Calvetti Ferguson, P.C. has acted as the independent auditors of the Corporation since January 6, 2014.

**The persons in the enclosed form of proxy, unless instructed otherwise, intend to vote for the appointment of Calvetti Ferguson, P.C. as the independent auditors of the Corporation at a remuneration to be determined by the Board, unless the Shareholder has specified in its proxy that its Shares are to be withheld from voting on the appointment of the independent auditors.**

#### *Approval of Stock Option Plan*

The Corporation has a stock option plan, as amended and restated on July 15, 2013, (the “**Stock Option Plan**”) which was first approved by Shareholders on August 11, 2011, and, pursuant to the policies of the TSX Venture Exchange (“**TSXV**”), approved at each subsequent annual general meeting of the Shareholders. At the Meeting, Shareholders will be asked to consider and, if thought fit, to pass an ordinary resolution to ratify and approve the Stock Option Plan.

The Stock Option Plan provides that the Board, or a committee thereof, may, from time to time, in its discretion, award to directors, officers, employees and consultants of the Corporation, or its subsidiaries, non-transferable options (“**Options**”) to purchase Shares, provided that the number of Shares reserved for issuance under such plan shall not exceed ten percent (10%) of the issued and outstanding Shares, exercisable for a period of up to ten (10) years. In addition, the number of Shares reserved for issuance to any one person shall not exceed five percent (5%) of the issued and outstanding Shares and the number of Shares reserved for issuance to all consultants or employees conducting Investor Relations Activities (as such term is defined in TSXV policies) will not exceed two percent (2%) of the issued and outstanding Shares in any twelve (12) month period.

As of the date hereof, Options to purchase a total of 2,096,250 Shares have been granted and remain outstanding to directors, officers, employees and consultants of the Corporation.

As of the date hereof, Options to purchase a total of 150,000 Shares have been granted and remain outstanding to consultants or employees conducting Investor Relations Activities.

The Compensation Committee (as defined below) determines the price per Share and the number of Shares which may be allotted to each director, officer, employee and consultant and all other terms and conditions of the options, subject to the rules of TSXV. If the holder ceases to be a director, officer, employee or consultant of the Corporation, such holder's options will expire if not exercised within a reasonable period of time from the date of termination of employment or cessation of position with the Corporation, unless if by reason of death, in which case such holder's options will expire if not exercised within twelve (12) months from the date of death. The price per Share set by the Compensation Committee shall not be less than the last closing price of the Shares on TSXV prior to the date on which such option is awarded, less the applicable discount permitted (if any) by TSXV. If, prior to the exercise of an option, the holder ceases to be a director, officer, employee or consultant of the Corporation, or its subsidiaries, the option of the holder shall be limited to the number of Shares purchasable by him/her

immediately prior to the time of his/her cessation of office or employment and he/she will have no right to purchase any other shares under the option.

**The directors of the Corporation believe that the passing of the following resolution is in the best interests of the Corporation and recommend that Shareholders vote in favor of the resolution.**

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

**“BE IT RESOLVED THAT:**

- (a) the amended and restated stock option plan of the Corporation, as described in and attached as Schedule “A” to the management information circular of the Corporation dated July 9, 2015, be and is hereby ratified and approved;
- (b) any one director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing; and
- (c) the directors of the Corporation may revoke this resolution before it is acted upon without further approval of the Shareholders.”

**It is the intention of the management designees, if named as proxy, to vote in favour of the approval of the Stock Option Plan, unless the Shareholder has specified in its proxy that its Shares be voted against the approval of the Stock Option Plan.**

#### **STATEMENT OF EXECUTIVE COMPENSATION**

For the purpose of this section, a “CEO” or “CFO” means each individual who served as Chief Executive Officer or Chief Financial Officer, respectively, of the Corporation or acted in a similar capacity during the most recently completed financial year. A “Named Executive Officer” or “NEO” means each CEO, each CFO, each of the Corporation’s three (3) most highly compensated officers, other than the CEO and CFO, who were serving as officers at the end of the most recently completed financial year of the Corporation and whose total salary and bonus exceeds CAD\$150,000, and any additional individuals (other than the CEO and CFO) for whom disclosure would have been provided except that the individual was not serving as an officer of the Corporation at the end of the most recently completed financial year end.

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

During the year ended December 31, 2014, the compensation committee of the Board (the “**Compensation Committee**”) was composed of three (3) members: Messrs. Mihaichuk (Chairman), Hibberd and Warmath. Messrs. Mihaichuk and Hibberd are considered to be independent under section 1.4 of NI 52-110. Mr. Warmath is not considered to be independent as he was formerly an executive officer and contractor of the Corporation.

All of the members of the Compensation Committee have direct experience that is relevant to their responsibilities regarding executive compensation of the Corporation. Specifically, Messrs. Mihaichuk and Hibberd have previously acted as executive officers of either privately-held or publicly-traded natural resource sector issuers and also have extensive experience acting as directors of other publicly-traded oil and gas issuers and are currently members of the compensation committees of other public issuers.

Because of this collective experience, the Compensation Committee has knowledge of typical day-to-day responsibilities and challenges faced by the Corporation's management team, the role of a board of directors in reviewing the executive compensation of a reporting issuer, and first-hand knowledge regarding executive compensation policies and practices in the natural resources sector, all of which are beneficial to the Compensation Committee in the context of its review of the Corporation's compensation policies and practices.

### **Responsibility of the Compensation Committee**

The Compensation Committee exercises general responsibility regarding overall compensation of executive officers and employees of the Corporation. It is responsible for the annual review and recommendation to the Board of: (i) executive compensation policies, practices and overall compensation philosophy; (ii) total compensation packages for all executive officers; (iii) bonuses and awards of Options under the Stock Option Plan and of share-based awards; and (iv) major changes in benefit plans. Final approval of all compensation items rests with the Board.

As part of its annual review of the Corporation's compensation policies and practices, the Compensation Committee considers the implications of risks associated with the Corporation's compensation policies and practices. The Compensation Committee keeps itself apprised of the current compensation policies of other exploration and production companies and also draws upon the Compensation Committee members' backgrounds as executives of publicly-traded oil and gas issuers to help identify and mitigate compensation policies and practices that could encourage a Named Executive Officer or individual at a principal business unit or division to take inappropriate or excessive risks. As of the date hereof, the Compensation Committee is not aware of any material risks arising from the Corporation's current compensation policies or practices that would be reasonably likely to have a material adverse effect on the Corporation.

The Corporation does not currently have any policies in place that would prevent Named Executive Officers or directors from purchasing financial instruments that might be designed to hedge or offset a decrease in the market value of the Corporation's equity securities awarded as compensation or held by Named Executive Officers or directors.

### **Compensation Philosophy and Objectives**

The objectives of the Corporation's executive compensation policy are to attract and retain individuals of high caliber to serve as officers of the Corporation, to motivate their performance in order to achieve the Corporation's strategic objectives and to align the interests of executive officers with the long-term interests of the Shareholders. These objectives are designed to ensure that the Corporation continues to grow on an absolute basis as well as to grow net cash flow and earnings per Share. The Corporation's primary compensation policy is to pay for performance. Accordingly, the performance of the Corporation and executive officers as individuals are both examined by the Compensation Committee.

The Compensation Committee does not set specific performance objectives in assessing the performance of the Chief Executive Officer and other executive officers; rather the Compensation Committee uses its experience and judgment in determining an overall compensation package for the Chief Executive Officer and other executive officers. Some of the factors looked at by the Compensation Committee in assessing the performance of the Corporation and its executive officers are as follows: (a) effective implementation of the Corporation's growth strategy; (b) overall and per share oil and gas reserve changes, looking at both proven and probable reserves; (c) operating costs and the change in operating costs per barrel of oil equivalent in the context of the overall market (for both current and longer periods); (d) the overall performance of the Common Shares on the TSXV; (e) general and administrative cost control; and (f) the

Corporation's performance for all of the above relative to its goals and objectives and in relation to the performance of its industry peer group.

Critical performance objectives for the Chief Executive Officer and the other executive officers included protecting the Corporation's interest in the Bahar project by successfully managing partners' and government relations, securing funding in challenging financial markets and completing the TPR1 and TPR2 performance goals under the ERDPSA, which included the attainment of production levels one-and-a-half and two times the 2008 average production rates of 6,944 boe/d and 9,259 boe/d, respectively. TPR1 was achieved on January 31, 2014 and TPR2 on March 31, 2014.

The Compensation Committee's reviews include a comparison group consisting of publicly-traded companies engaged in the international oil and gas exploration and production industry, with similarities in related business activities, scope of operations and geographic regions, and organization size.

The comparison group of companies is made up of:

Africa Oil Corp, Antrim Energy Inc., Calvalley Petroleum Inc., Condor Petroleum Inc., Falcon Oil & Gas Ltd., Madalena Ventures Inc., Mart Resources Inc., Pan Orient Energy Corp., Petrodorado Energy Ltd., PetroMagdalena Energy Corp., Petromanas Energy Inc., Stream Oil & Gas Ltd., Suroco Energy Inc., TAG Oil Ltd., WesternZagros Resources Ltd. and Winstar Resources Ltd.

The Compensation Committee annually reviews the composition of the comparison group of companies and updates the compensation data taken from such group and other sources. The Compensation Committee reviews the total compensation package of the Corporation's executive officers within the context of the comparison group to ensure that the compensation of the Corporation's directors and executive officers remains appropriate, particularly in view of the evolution of the comparison group's compensation practices and the market in general.

### **Executive Compensation Analysis**

The Corporation's executive compensation program has three principal components: base salary, incentive bonus plan and long-term incentives in the form of options and share-based awards.

#### *Base Salaries*

Base salary provides an immediate cash incentive for the Corporation's executive officers. The Corporation intends to pay base salaries that are competitive with those of, but not above, comparable companies in the oil and gas industry. The Compensation Committee compares the base salaries of the executive officers of the Corporation with those of the executive officers at peer-surveyed companies in the oil and gas industry and expects to set the executive officer's pay level at approximately the 50<sup>th</sup> percentile level of the industry average for such positions while attempting to adjust for the Corporation's size, at the start of the year. Factors looked at in assessing peer companies include average daily production on a barrel of oil equivalent ("BOE") basis, total revenue, total assets, funds from operations, total level of capital expenditures, total operating and general and administrative expenses and number of employees.

#### *Bonuses*

As a primary short term incentive and as a means of tying compensation to the Corporation's performance, the Corporation has established a bonus plan for its executive officers, employees and consultants based and dependent upon, among other things, the financial performance of the Corporation for the applicable period. The bonus award is based upon a number of factors, including growth in

reserves, production and cash flow per debt adjusted share. Bonus details are reviewed annually by the Committee and approved by the Board.

The Corporation awarded discretionary bonuses in the amounts set forth in the summary compensation table below to the Named Executive Officers during the year ended December 31, 2014 in recognition of their efforts towards the continued growth of the Corporation as well as each individual's respective performance in undertaking his or her responsibilities within the Corporation.

*Long-Term Incentive Compensation Program: Options and Share-Based Awards*

The Corporation's Stock Option Plan is designed to provide an incentive to the optionees to achieve the longer-term objectives of the Corporation. Options are awarded to provide an incentive to the directors, officers, employees and consultants of the Corporation to achieve the longer-term objectives of the Corporation, to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Corporation, and to attract and retain persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Corporation. Previous awards of options are taken into account when considering new awards. For a description of the Stock Option Plan, please see "Incentive Plan Awards: Stock Option Plan" below.

The Corporation also has a restricted cash bonus program ("**Restricted Cash Bonus Program**") designed to provide an incentive bonus to directors, officers, employees and consultants of the Corporation to achieve the longer-term objectives of the Corporation. Awards under the Restricted Cash Bonus Program are sometimes based on the value of Shares on a specified date, or based in reference to the appreciation value of a Share over a specified period of time. For a description of the Restricted Cash Bonus Program, please see "Incentive Plan Awards: Restricted Cash Bonus Program" below.

Administration of the Stock Option Plan and the Restricted Cash Bonus Program are the responsibility of the Compensation Committee.

**Currency**

Unless otherwise noted, all monetary amounts disclosed under the heading "Statement of Executive Compensation" are in United States dollars, which is the same functional currency that is used by the Corporation in preparing its consolidated financial statements.

**Summary Compensation Table**

The table below provides a summary of compensation earned during the three most recently completed financial years, as applicable, by the Corporation's Named Executive Officers.

Name and Principal Position	Year	Salary (US\$) <sup>(1)</sup>	Share-based Awards (US\$)	Option-based Awards (US\$) <sup>(7)</sup>	Non-equity Incentive Plan Compensation		Pension Value (US\$) <sup>(4)</sup>	All Other Compensation (US\$) <sup>(5)</sup>	Total Compensation (US\$) <sup>(6)</sup>
					Annual Incentive Plans <sup>(3)</sup> (US\$) <sup>(2)</sup>	Long-term Incentive Plans <sup>(2)</sup> (US\$) <sup>(2)</sup>			
John W. Harkins (President and Chief Executive Officer) <sup>(8)</sup>	2014	290,000	210,750	38,100	267,053	Nil	7,800	Nil	813,703
	2013	290,000	56,402	199,500	40,406	Nil	7,650	Nil	593,958
	2012	290,000	67,561	Nil	300,000	Nil	7,500	Nil	665,061
A. Wayne Curzadd (Senior Vice President, Chief Financial Officer and Treasurer) <sup>(9)</sup>	2014	215,000	84,300	25,400	151,540	Nil	7,800	Nil	484,040
	2013	215,000	43,868	79,800	33,672	Nil	6,450	Nil	378,790
	2012	184,519	52,547	Nil	97,000	Nil	7,500	Nil	341,566
Norman G. Benson (Senior Vice President Operations and Chief Operating Officer) <sup>(10)</sup>	2014	661,057	252,900	31,750	196,369	Nil	7,800	Nil	1,149,876
	2013	651,594	52,473	93,100	33,672	Nil	7,650	Nil	838,489
	2012	250,000	69,111	Nil	100,000	Nil	7,500	Nil	426,611

Name and Principal Position	Year	Salary (US\$) <sup>(1)</sup>	Share-based Awards (US\$)	Option-based Awards (US\$) <sup>(7)</sup>	Non-equity Incentive Plan Compensation		Pension Value (US\$) <sup>(4)</sup>	All Other Compensation (US\$) <sup>(5)</sup>	Total Compensation (US\$) <sup>(6)</sup>
					Annual Incentive Plans (US\$) <sup>(2)</sup>	Long-term Incentive Plans (US\$) <sup>(2)</sup>			
George M. Greene (Senior Vice President Exploration & Exploitation) <sup>(11)</sup>	2014	250,000	30,100	25,400	110,513	Nil	7,800	Nil	423,813
	2013	250,000	50,135	66,500	-	Nil	7,500	Nil	374,135
	2012	229,167	59,832	146,304	60,000	Nil	7,500	Nil	502,803
Jose Perez-Bello (Vice President and Controller) <sup>(12)</sup>	2014	165,000	Nil	19,050	80,513	Nil	6,900	Nil	271,463
	2013	165,000	31,334	39,900	13,469	Nil	4,950	Nil	254,653
	2012	145,000	37,534	Nil	40,000	Nil	5,550	Nil	228,084

**Notes:**

- (1) Includes the dollar value of cash and non-cash base salary earned by the Named Executive Officers during the financial year.
- (2) Includes dollar value of all amounts earned for services performed during the financial year that are related to awards under non-equity incentive plans and all earnings on any such outstanding awards.
- (3) Includes bonuses and discretionary amounts earned by Named Executive Officer during the financial year.
- (4) Includes all compensation relating to defined benefit or defined contribution plans. These amounts consist of contributions by the Corporation to the 401(k) plan of the executive in the United States.
- (5) Unless otherwise set forth above, the aggregate amount of all perquisites and other personal benefits, securities or property was less than the lesser of \$50,000 and 10% of the total annual salary of the Named Executive Officer for each financial year.
- (6) Includes the dollar value of total compensation for the applicable financial year.
- (7) A Black-Scholes option pricing model, with the weighted average assumptions set out below, was used to estimate the fair value of the Corporation's options on the date of the grant, for inclusion as stock-based compensation expense during 2014, 2013 and 2012. The fair value of the stock based compensation is amortized over the three year vesting period of the options. The indicated amounts in the summary compensation table are fair value calculations rather than payments by the Corporation to the Named Executive Officer.

	2014	2013	2012
Risk-Free Interest Rate	1.23%	1.6%	0.7%
Expected Life	4.0 years	4.0 years	4.0 years
Expected Volatility	54.92%	57%	40%
Expected Dividend	0%	0%	0%
Forfeiture	5.0%	5.6%	4%

- (8) No amounts were paid to these officers in their separate roles as directors of the Corporation.
- (9) Mr. Curzadd was appointed Senior Vice President, Chief Financial Officer and Treasurer on August 9, 2012. Mr. Curzadd also served as Vice President and Controller of Greenfields from October 1, 2008 to August 9, 2012.
- (10) Mr. Benson was hired as Senior Vice President Operations on May 19, 2011.
- (11) Mr. Greene was hired as Senior Vice President Exploration & Exploitation on February 1, 2012.
- (12) Mr. Perez-Bello was appointed Vice President and Controller on August 9, 2012. Mr. Perez-Bello also served as Assistant Controller of the Corporation from October 1, 2008 to August 9, 2012.

## Narrative Discussion of Summary Compensation Table

Please refer to the disclosure under the heading “*Statement of Executive Compensation – Executive Compensation Analysis*” and the above footnotes to the Summary Compensation Table for a description and explanation of any significant factors necessary to understand the information disclosed in the Summary Compensation Table.

### Incentive Plan Awards

#### *Stock Option Plan*

The Stock Option Plan is one of the Corporation's long-term incentive compensation programs. The purpose of the Stock Option Plan is to allow the Corporation to award to directors, officers, employees and consultants of the Corporation, or its subsidiaries, non-transferable options to purchase Shares, provided that the number of Shares reserved for issuance under the Stock Option Plan shall not exceed ten percent (10%) of the issued and outstanding Shares. In addition, the number of Shares reserved for issuance to any one person shall not exceed five percent (5%) of the issued and outstanding Shares and the number of Shares reserved for issuance to any one consultant or employee conducting Investor Relations Activities (as such term is defined by TSXV) will not exceed 2% of the issued and outstanding Shares in any 12 month period.

The Compensation Committee determines the price per Share and the number of Shares which may be allotted to each director, officer, employee and consultant and all other terms and conditions of the options, subject to the rules of the TSXV. If the holder ceases to be a director, officer, employee or

consultant of the Corporation, such holder's options will expire if not exercised within a reasonable period of time from the date of termination of employment or cessation of position with the Corporation, unless if by reason of death, in which case such holder's options will expire if not exercised within 12 months from the date of death.

The price per Share set by the Compensation Committee shall not be less than the last closing price of the Shares on TSXV prior to the date on which such option is awarded, less the applicable discount permitted (if any) by TSXV. If prior to the exercise of an option, the holder ceases to be a director, officer, employee or consultant of the Corporation, or its subsidiaries, the option of the holder shall be limited to the number of shares purchasable by him or her immediately prior to the time of his or her cessation of office or employment and he/she will have no right to purchase any other shares.

### *Restricted Cash Bonus Program*

The Corporation also has the Restricted Cash Bonus Program. The purposes of this Restricted Cash Bonus Program are to provide an incentive bonus to the directors, officers, employees and consultants of the Corporation or any of its subsidiaries to achieve the longer-term objectives of the Corporation; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Corporation; and to attract to and retain in the employ of the Corporation or any of its subsidiaries, persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Corporation.

The Restricted Cash Bonus Program is administered by the Compensation Committee which holds full and final discretion to interpret the provisions of the Restricted Cash Bonus Program and to prescribe, amend, rescind and waive rules and regulations to govern the administration and operation of the Restricted Cash Bonus Program.

Pursuant to the Restricted Cash Bonus Program, the Compensation Committee may grant bonuses, on such terms and at such times as the Compensation Committee may determine based on the value of a Share on a specified date, or may be based on the appreciation in value of a Share over a specified period of time. Bonuses are paid in cash only.

The Corporation will enter into written agreements with grantees which agreements set out: (i) the number of nominal units awarded for the purpose of calculating the amount of the bonus; (ii) the method for calling on the bonus; (iii) the method for calculating the value of the bonus; (vi) the applicable vesting period; and (v) any other terms and conditions approved by the Compensation Committee. The Compensation Committee may also determine that a bonus does not become due prior to the expiration of a vesting period.

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

The table below sets forth the option-based and share-based awards awarded to the Named Executive Officers which are outstanding at the end of the financial year ended December 31, 2014.

Name and Principal Position	Option-based Awards				Share-based Awards		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (CAD\$)	Option Expiration Date	Value of Unexercised in-the-money Options (US\$) <sup>(1)</sup>	Number of Shares or Units of Shares that Have Not Vested (#)	Market or Payout Value of Share-based Awards that Have Not Vested (US\$) <sup>(2)</sup>	Market or Payout Value of Share-based Awards Not Paid Out or Distributed (US\$) <sup>(4)</sup>
John W. Harkins (President and Chief Executive Officer)	100,000	6.50	8/31/2020	Nil	75,000	64,650	25,860
	30,000	3.25	7/8/2019				
	150,000	3.20	10/11/2018				

Name and Principal Position	Option-based Awards				Share-based Awards		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (CAD\$)	Option Expiration Date	Value of Unexercised in-the-money Options (US\$) <sup>(1)</sup>	Number of Shares or Units of Shares that Have Not Vested (#)	Market or Payout Value of Share-based Awards that Have Not Vested (US\$) <sup>(2)</sup>	Market or Payout Value of Share-based Awards Not Paid Out or Distributed (US\$) <sup>(4)</sup>
A. Wayne Curzadd (Senior Vice President, Chief Financial Officer and Treasurer)	40,000	6.50	8/31/2020	Nil	30,000	25,860	18,677
	20,000	3.25	7/8/2019				
	60,000	3.20	10/11/2018				
Norman G. Benson (Senior Vice President Operations and Chief Operating Officer)	100,000	9.00	5/19/2021	Nil	90,000	77,580	15,803
	25,000	3.25	7/8/2019				
	70,000	3.20	10/11/2018				
George M. Greene (Senior Vice President Exploration & Exploitation)	20,000	3.25	7/8/2019	Nil	10,000	8,620	8,620
	50,000	3.20	10/11/2018				
	80,000	6.00	2/1/2017				
Jose Perez-Bello (Vice President and Controller)	30,000	6.50	8/31/2020	Nil	Nil	Nil	5,747
	15,000	3.25	7/8/2019				
	30,000	3.20	10/11/2018				

**Notes:**

- (1) These values were determined based on the difference between the award price and the year-end market close value of Shares as listed on the TSXV.
- (2) Value of shares that have not vested at the year-end market share price as listed on the TSXV.
- (3) Amounts represent the estimated value of the Restricted Cash Bonus Program based on the year-end market close value of Shares as listed on the TSXV.

**Incentive Plan Awards – Value Vested or Earned During the Year**

The table below sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to Named Executive Officers.

Name and Principal Position	Option-based Awards – Value Vested During the Year (US\$) <sup>(1)</sup>	Share-based Awards – Value Vested During the Year (US\$)	Non-equity Incentive Plan Compensation – Value Earned During the Year (US\$) <sup>(2)</sup>
John W. Harkins (President and Chief Executive Officer)	Nil	210,750	267,053
A. Wayne Curzadd (Senior Vice President, Chief Financial Officer and Treasurer)	Nil	84,300	151,540
Norman G. Benson (Senior Vice President Operations and Chief Operating Officer)	Nil	252,900	196,369
George M. Greene (Senior Vice President Exploration & Exploitation)	Nil	30,100	110,513
Jose Perez-Bello (Vice President and Controller)	Nil	Nil	80,513

**Notes:**

- (1) Calculated based on the difference between the closing price of the Shares on the vesting date on the TSXV and the exercise price of the options on the vesting date.
- (2) Non-equity incentive plan compensation consists of bonuses awarded under the discretionary bonus plan and the Restricted Cash Bonus Program.

## **Pension Plan Benefits**

The Corporation does not have a pension plan that provides for payments or benefits at, or in connection with retirement. The Corporation also does not have a defined benefits pension plan. The Corporation does contribute an amount equal to three percent (3%) of the employee's salary to the employee's 401(k) plan in the United States up to a maximum of \$7,800 for the calendar year 2014.

## **Termination of Employment or Change of Control Payments**

As at the date hereof, each of Mr. John W. Harkins, President and Chief Executive Officer, Mr. A. Wayne Curzadd, Senior Vice President, Chief Financial Officer and Treasurer, Mr. Norman G. Benson, Senior Vice President Operations and Mr. George M. Greene, Senior Vice President Exploration and Exploitation (each, an "**Executive**") has entered into an employment agreement with the Corporation pursuant to which each is entitled to receive an annual base salary as set out above. These base salaries are reviewed annually and may be increased to reflect the respective Executive's performance, the Corporation's performance and other relevant factors as determined by the Compensation Committee.

Each Executive is entitled to certain payments ("**Termination Payments**") if his employment is terminated without cause, or if, within six (6) months after the occurrence of a change of control of the Corporation and there is any action which at common law constitutes constructive dismissal, including, but not limited to:

- (a) a material decrease in the title, position, responsibility or powers of the Executive;
- (b) a requirement to relocate to another city state, or country;
- (c) any material reduction in the value of the Executive's benefits, salary, plans and programs;
- (d) the Corporation ceases to operate as a going concern; or
- (e) the Corporation fails to pay, when due, a material amount payable by it to the Executive pursuant to the Executive's employment agreement.

A Termination Payment includes, depending on the Executive:

- (a) between twelve (12) times and twenty four (24) times the monthly base salary;
- (b) an additional ten percent (10%) of the base salary for the loss of group benefits; and
- (c) the sum of bonuses paid over the previous two calendar years multiplied by fifty percent (50%).

In the event a Termination Payment is required to be paid by the Corporation to an Executive, all stock and stock options held by such Executive, whether vested or unvested, shall immediately vest and be held by such Executive.

A "**change of control**" is defined in each of the Executive's employment agreements as any of the following events:

- (a) the acquisition of:
  - (i) shares of the Corporation; and/or

- (ii) securities convertible into, exercisable for or carrying the right to purchase shares of the Corporation (“**Convertible Securities**”),

as a result of which a person, group of persons or persons acting jointly or in concert, or persons associated or affiliated with any person, group of persons or any of such persons (collectively, the “**Acquirers**”), beneficially own shares of the Corporation or Convertible Securities such that, assuming only the conversion or exercise of Convertible Securities beneficially owned by the Acquirers, the Acquirers would beneficially own shares which would entitle them to cast more than fifty percent (50%) of the votes attaching to all shares in the capital of the Corporation which may be cast to elect directors of the Corporation;

- (b) approval by the shareholders of the Corporation of:

- (i) an amalgamation, arrangement, merger or other consolidation of the Corporation with another corporation pursuant to which the shareholders of the Corporation immediately prior thereto do not immediately thereafter own shares of the successor continuing corporation which entitle them to cast more than fifty percent (50%) of the votes attaching to all shares in the capital of the successor or continuing corporation which may be cast to elect directors of that corporation; or
- (ii) a liquidation, dissolution or winding-up of the Corporation; or
- (iii) such other transaction or event as the Board deems, in its sole discretion, to constitute a change of control.

Each Executive that resigns must give the Corporation 30 days prior written notice.

There are no significant conditions or obligations that apply to receiving payments or benefits. This includes, but is not limited to, non-compete, non-solicitation (except as provided in the executive employment agreements), non-disparagement or confidentiality agreements.

Amounts payable to Mr. Harkins, had he been terminated on December 31, 2014, would have been \$290,000 for his twelve (12) times monthly base salary, \$29,000 for the loss of group benefits and \$153,730 for the sum of bonuses paid over the previous two calendar years multiplied by fifty percent. Amounts payable to Mr. Curzadd, had he been terminated on December 31, 2014, would have been \$215,000 for his twelve times monthly base salary, \$21,500 for the loss of group benefits and \$92,606 for the sum of bonuses paid over the previous two calendar years multiplied by fifty percent. Amounts payable to Mr. Benson, had he been terminated on December 31, 2014, would have been \$290,000 for his twelve times monthly base salary, \$29,000 for the loss of group benefits and \$115,021 for the sum of bonuses paid over the previous two calendar years multiplied by fifty percent. Amounts payable to Mr. Greene, had he been terminated on December 31, 2014, would have been \$250,000 for his twelve times monthly base salary, \$25,000 for the loss of group benefits and \$55,257 for the sum of bonuses paid over the previous two calendar years multiplied by fifty percent.

In March 2015, the employment agreements for Mr. Harkins, Mr. Curzadd and Mr. Benson were amended such that the termination payments: (i) for Mr. Harkins and Mr. Benson referenced eighteen (18) times the monthly base salary in the event of termination prior to December 31, 2015, and twenty four (24) times the monthly base salary for termination thereafter or in the event of a change of control; and (ii) for Mr. Curzadd referenced fifteen (15) times the monthly base salary in the event of termination

prior to December 31, 2015, and eighteen (18) times the monthly base salary for termination thereafter or in the event of a change of control.

Other than as set forth above, none of the Named Executive Officers have employment agreements with the Corporation that provide for payments upon termination, retirement or change of control.

### Director Compensation

The Compensation Committee, after referring to compensation paid to directors of other comparable companies, makes a recommendation to the Board as to appropriate compensation for the directors of the Corporation. The Board discusses the Compensation Committee's recommendations and provides the final approval.

The Corporation's overall policy regarding compensation of directors, other than those directors who are also Named Executive Officers, is structured to provide competitive levels of total compensation and to attract and retain suitable and qualified directors with commitment to the Corporation. The Corporation also looks at the compensation of the boards of other comparable publicly traded companies.

The Board compensation program includes two elements. The first is fees that include remuneration for active participation in regular board meetings, board committees, and teleconference board meetings (there are separate retainers for the board chairman and committee chairs). The second element is a long-term incentive, which is in the form of stock options and share-based awards.

Directors of the Corporation are reimbursed for expenses incurred in carrying out their duties, including expenses incurred to attend directors' meetings and meetings of committees of directors.

### Directors Compensation Table

The table below sets forth all amounts of compensation due to the directors for the year ended December 31, 2014:

Name <sup>(1)</sup>	Fees Earned (US\$) <sup>(2)</sup>	Share-based Awards (US\$)	Option-based Awards (US\$)	Non-equity Incentive Plan Compensation (US\$)	Pension Value (US\$)	All Other Compensation (US\$)	Total (US\$)
Michael J. Hibberd	22,500	Nil	Nil	18,099	Nil	Nil	40,599
Garry P. Mihaichuk	24,000	Nil	Nil	15,513	Nil	Nil	39,513
Alex T. Warmath	15,000	28,100	Nil	15,513	Nil	Nil	58,613
Gerald F. Clark	21,000	Nil	Nil	18,099	Nil	Nil	39,099
Richard E. MacDougal	13,500	Nil	Nil	41,369	Nil	Nil	54,869

**Note:**

- (1) Disclosures for Mr. Harkins are included in the summary compensation table for Named Executive Officers.
- (2) Amounts shown for Fees Earned includes second half 2014 director fees settled in shares for Messrs. Hibberd, Mihaichuk, Warmath, Clark and MacDougal with shares of 13,921, 13,921, 6,961, 13,921 and 6,961, respectively, issued to directors at a deemed price of US\$0.862 per share.

## Outstanding Option-Based and Share-Based Awards

The table below sets forth the option-based and share-based awards awarded to the directors outstanding at the end of the financial year ended December 31, 2014.

Name	Option-based Awards				Share-based Awards		
	Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (CAD\$)	Option Expiration Date	Value of Unexercised In-the-money Options (US\$) <sup>(1)</sup>	Number of Shares or Units of Shares that Have Not Vested (#)	Market or Payout Value of Share-based Awards that Have Not Vested (US\$) <sup>(2)</sup>	Market or Payout Value of Share-based Awards Not Paid Out or Distributed <sup>(4)</sup>
Michael J. Hibberd	65,000 30,000	6.50 3.20	8/31/2020 10/11/2018	Nil	Nil	Nil	7,183
Garry P. Mihaichuk	65,000 23,000	6.50 3.20	8/31/2020 10/11/2018	Nil	Nil	Nil	6,465
Alex T. Warmath <sup>(3)</sup>	100,000 23,000	6.50 3.20	8/31/2020 10/11/2018	Nil	10,000	8,620	6,465
Gerald F. Clark	30,000	3.20	10/11/2018	Nil	Nil	Nil	7,183
Richard E. MacDougal <sup>(5)</sup>	100,000 23,000	6.50 3.20	8/31/2020 10/11/2018	Nil	Nil	Nil	17,240

### Notes:

- (1) This value was determined based on the difference between the award price and the year-end market close value of Shares as listed on the TSXV.
- (2) Value of shares that have not vested at the year-end market share price as listed on the TSXV.
- (3) The amount reflects the value of unvested share grants originally awarded to Mr. Warmath in February 2010 while serving as an executive of the Corporation and does not relate to compensation paid to Mr. Warmath in connection with his role as a director of the Corporation.
- (4) Amounts represent the estimated value of the Restricted Cash Bonus Program based on the year-end market close value of Shares as listed on the TSXV.
- (5) Amounts shown for Mr. MacDougal reflect those awards earned while servicing as Chief Operating Officer of the Corporation, except for stock options awarded October 11, 2013.

## Incentive Plan Awards – Value Vested or Earned During the Year

The table below sets forth the value vested or earned during the year of option-based awards, share-based awards and non-equity incentive plan compensation paid to directors, not including those directors who are also Named Executive Officers.

Name <sup>(4)</sup>	Option-based Awards – Value Vested During the Year (US\$) <sup>(1)</sup>	Share-based Awards – Value Vested During the Year (US\$)	Non-equity Incentive Plan Compensation – Value Earned During the Year (US\$) <sup>(2)</sup>
Michael J. Hibberd	Nil	Nil	18,099
Garry P. Mihaichuk	Nil	Nil	15,513
Alex T. Warmath <sup>(3)</sup>	Nil	28,100	15,513
Gerald F. Clark	Nil	Nil	18,099
Richard MacDougal	Nil	Nil	41,369

### Notes:

- (1) Calculated based on the difference between the closing price of the Shares on the vesting date and the exercise price of the options on the vesting date. There were no options exercised by any director in 2014.
- (2) Non-equity incentive plan compensation consists of bonuses awarded under the discretionary bonus plan.
- (3) The value reflects share grants vested during the year that were originally awarded to Mr. Warmath in February 2010 while serving as an executive of the Corporation and does not relate to compensation paid to Mr. Warmath in connection with his role as a director of the Corporation.
- (4) Disclosures for Mr. Harkins are included in the summary compensation tables for Named Executive Officers.

## EQUITY COMPENSATION PLAN INFORMATION

The table below sets forth information with respect to compensation plans under which equity securities are authorized for issuance as at December 31, 2014, aggregated for all compensation plans previously approved by the Shareholders and all compensation plans not previously approved by the Shareholders.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options <sup>(1)</sup> , Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
	(a)	(b)	(c)
Equity Compensation Plans Approved by Security Holders	1,796,250	CAD\$5.88	208,647
Equity Compensation Plans Not Approved by Security Holders	Nil	Nil	Nil
<b>Total</b>	<b>1,796,250</b>	<b>CAD\$5.88</b>	<b>208,647</b>

**Note:**

- (1) The Corporation has in place a "rolling" Stock Option Plan whereby the maximum number of Shares that may be reserved for issuance pursuant to the Stock Option Plan will not exceed 10% of the issued and outstanding shares of the Corporation at the time of an Option award.

## INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date of this Information Circular, none of the Corporation's directors or executive officers or nominees for election as a director, or their respective associates or affiliates, are indebted to the Corporation.

## INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed in this Information Circular, the management of the Corporation is not aware of any material interest, direct or indirect, of any informed person or proposed director of the Corporation or any associate or affiliate of any such persons in any transaction since the start of the financial year ended December 31, 2014, or in any proposed transaction, which has materially affected or would materially affect the Corporation or any of its subsidiaries.

For the purposes of this Information Circular, an "informed person" means (i) a director or officer of the Corporation, (ii) a director or officer of a person or company that is itself an informed person, or (iii) any person or company who beneficially owns, directly or indirectly, and/or exercises control or direction over voting securities of the Corporation carrying more than 10% of the voting rights attaching to all outstanding voting securities of the Corporation.

There are potential conflicts of interest to which the directors and officers of the Corporation will be subject in connection with the operations of the Corporation. In particular, certain of the directors and officers of the Corporation are involved in managerial or director positions with other oil and gas companies whose operations may, from time to time, be in direct competition with those of the Corporation or with entities which may, from time to time, provide financing to, or make equity investments in, competitors of the Corporation. The Board has adopted a Code of Conduct designed to minimize potential conflicts of interest arising from any dealings the Corporation may have with affiliates and to provide appropriate procedures for the disclosure, approval and resolution of any actual or potential conflicts of interest that may exist from time to time.

Such policies provide, among other things, that all related-party transactions, including any loans between the Corporation, its principal shareholders and affiliates, will be approved by the Audit Committee of the Board, after considering all relevant facts and circumstances, including without limitation the commercial reasonableness of the terms, the benefit and perceived benefit, or lack thereof, to the Corporation,

opportunity costs of alternative transactions, the materiality and character of the related party's direct or indirect interest, and the actual or apparent conflict of interest of the related party, and after determining that the transaction is in, or not inconsistent with, the Corporation and its shareholders' best interests.

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

Other than as set forth herein, management of the Corporation is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or executive officer of the Corporation at any time since the beginning of the Corporation's last financial year, or of any nominee for election as a director, or of any associate or affiliate of any such persons, in any matter to be acted upon at the Meeting other than the election of directors or the appointment of auditors.

### **CORPORATE GOVERNANCE PRACTICES**

Effective June 30, 2005, National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“**NI 58-101**”) and National Policy 58-201 – *Corporate Governance Guidelines* (“**NP 58-201**”) were adopted in each of the provinces and territories of Canada. NI 58-101 requires issuers to disclose the corporate governance practices that they have adopted. NP 58-201 provides guidance on corporate governance practices.

The Board is responsible for the governance of the Corporation. The Board and the Corporation's management consider good corporate governance to be central to the effective and efficient operation of the Corporation. Attached as Schedule “B” is a discussion of the Corporation's approach to corporate governance.

### **AUDIT COMMITTEE DISCLOSURE**

The Corporation is subject to National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”), which has been adopted in various Canadian provinces and territories and which prescribes certain requirements in relation to audit committees. Attached as Schedule “C” is the Corporation's audit committee charter.

#### **Composition of the Audit Committee**

The Audit Committee is comprised of three individuals, all of whom are “financially literate” and all of whom are considered to be “independent” within the meanings given to such terms in NI 52-110. The current members of the Audit Committee are Mr. Gerald F. Clark (Chairman), Mr. Michael J. Hibberd and Mr. Garry P. Mihaichuk.

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

Each member of the Audit Committee has served in senior positions within their respective organizations and/or served as directors of public and private companies, which has afforded them the opportunity to gain familiarity with financial matters relevant to Greenfields. See “*Election of Directors*”.

Each member of the Audit Committee has:

- (a) an understanding of the accounting principles used by the Corporation to prepare its financial statements;
- (b) the ability to assess the general application of those principles in connection with the accounting for estimates, accruals and reserves;

- (c) experience in 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 individuals engaged in such activities; and
- (d) an understanding of internal controls and procedures for financial reporting.

### **Audit Committee Oversight**

The board of directors of the Corporation have adopted all recommendations of the Audit Committee with respect to the nomination or compensation of an external auditor.

### **Reliance on Certain Exemptions**

The Corporation is relying upon the exemption in section 6.1 of NI 52-110 with respect to compliance with the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

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

Any proposed audit and permitted non-audit services (as identified by the Audit Committee at the time the annual audit engagement is approved) to be provided by the external auditor to the Corporation or its subsidiaries must receive prior approval from the Audit Committee. The Corporation has not adopted specific policies and procedures for the engagement of non-audit services. The Audit Committee will review the engagement of non-audit services as may be required.

The Chief Financial Officer shall act as the primary contact to receive and assess any proposed engagements from the external auditor. Following receipt and initial review for eligibility by the primary contact, a proposal would then be forwarded to the Audit Committee for review and confirmation that a proposed engagement is permitted. In the majority of such instances, proposals may be received and considered by the Chair of the Audit Committee (or such other member of the Audit Committee who may be delegated authority to approve audit and permitted non-audit services), for approval of the proposal on behalf of the Audit Committee. The Audit Committee Chair will then inform the Audit Committee of any approvals granted at the next scheduled meeting.

### **External Auditor Service Fees**

The fees paid to the Corporation's external auditor in each of the last two fiscal years are as follows:

<u>Fiscal Year Ending</u>	<u>Audit Fees<sup>(1)</sup></u>	<u>Audit-Related Fees<sup>(2)</sup></u>	<u>Tax Fees<sup>(3)</sup></u>	<u>All Other Fees<sup>(4)</sup></u>
December 31, 2014	\$236,154	\$100,196	\$Nil	\$Nil
December 31, 2013	\$319,985	\$86,053	\$Nil	\$71,798

**Notes:**

- (1) The aggregate fees billed by the Corporation's auditor for audit fees.
- (2) The aggregate fees billed for assurance and related services by the Corporation's auditor that are reasonably related to the performance of the audit or review of the Corporation's financial statements and are not disclosed in the "Audit fees" column.
- (3) The aggregate fees billed for professional services rendered by the Corporation's auditor for tax compliance, tax advice, and tax planning.
- (4) The aggregate fees billed for professional services rendered by the Corporation's auditor in relation to private placements, and prospectus filings.

## **ADDITIONAL INFORMATION**

Financial information of the Corporation is provided in the Corporation's audited consolidated financial statements and management's discussion and analysis as at the end of and for its most recently completed financial year. A copy of these documents may be obtained by contacting Greenfields Petroleum Corporation, Suite 227, 211 Highland Cross Drive, Houston, Texas 77073, U.S.A. (Telephone: (832) 234-0800; Fax: (832) 234-0823).

Copies of these documents as well as additional information relating to the Corporation contained in documents filed by the Corporation with the Canadian securities regulatory authorities may also be accessed through on the Corporation's SEDAR profile at [www.sedar.com](http://www.sedar.com).

## **GENERAL**

All matters referred to herein for approval by the Shareholders require a simple majority of the Shareholders voting, in person or by proxy, at the Meeting. The contents and sending of this Information Circular have been approved by the Board.

**SCHEDULE "A"**  
**GREENFIELDS PETROLEUM CORPORATION**  
**STOCK OPTION PLAN**

1. **Purpose.** The purpose of this Plan (as defined below) is to provide an incentive to the directors, officers, employees, consultants and other personnel of the Corporation or any of its subsidiaries to achieve the longer-term objectives of the Corporation; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Corporation; and to attract to and retain in the employ of the Corporation or any of its subsidiaries, persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Corporation.

2. **Definitions and Interpretation.**

(a) Definitions. When used in this Plan, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed below:

- (i) "affiliate" means an affiliated body corporate within the meaning of Section 2(b) hereof;
- (ii) "associate" when used to indicate a relationship with any person, means:
  - (1) a body corporate of which that person beneficially owns or controls, directly or indirectly, shares or securities currently convertible into shares carrying more than 10% of the voting rights under all circumstances or under any circumstances that have occurred and are continuing, or a currently exercisable option or right to purchase those shares or those convertible securities;
  - (2) a partner of that person acting on behalf of the partnership of which they are partners;
  - (3) a trust or estate in which that person has a substantial interest or in respect of which that person serves as a trustee or in a similar capacity;
  - (4) a spouse or adult interdependent partner of that person; or
  - (5) a relative of that person or of that person's spouse or adult interdependent partner if that relative has the same residence as that person;
- (iii) "Board of Directors" means the Board of Directors of the Corporation;
- (iv) "body corporate" includes a company or other body corporate wherever or however incorporated;
- (v) "Change of Control" means:
  - (1) the acquisition of:
    - (A) shares of the Corporation; and/or
    - (B) securities convertible into, exercisable for or carrying the right to purchase shares of the Corporation ("Convertible Securities"),

as a result of which a person, group of persons or persons acting jointly or in concert, or persons that are associates or affiliates with any such person, group of persons or any of such persons (collectively “Acquirors”), beneficially own shares of the Corporation or Convertible Securities such that, assuming only the conversion or exercise of Convertible Securities beneficially owned by the Acquirors, the Acquirors would beneficially own shares which would entitle them to cast more than 50% of the votes attaching to all shares in the capital of the Corporation which may be cast to elect directors of the Corporation; or

(2) approval by the shareholders of the Corporation of:

(A) an amalgamation, arrangement, merger or other consolidation of the Corporation with another corporation pursuant to which the shareholders of the Corporation immediately prior thereto do not immediately thereafter own shares of the successor continuing corporation which entitle them to cast more than 50% of the votes attaching to all shares in the capital of the successor or continuing corporation which may be cast to elect directors of that corporation; or

(B) a liquidation, dissolution or winding-up of the Corporation;

(C) a sale, lease or other disposition of all or substantially all of the assets of the Corporation; or

(D) Incumbent Directors ceasing to constitute a majority of the Board of Directors of the Corporation; or

(3) or such other transaction or event as the Board of Directors deems, in its sole discretion, to constitute a change of control;

(vi) “Code” means the United States Internal Revenue Code of 1986, as amended;

(vii) “Committee” means the Compensation Committee of the Board of Directors or such other committee of the Board of Directors as may be appointed by the Board to administer the Plan, or failing such appointment, the Board of Directors;

(viii) “Common Shares” means the common stock, par value \$0.001 per share, of the Corporation and any shares or securities of the Corporation into which such common shares are changed, converted, subdivided, consolidated or reclassified;

(ix) “Corporation” means Greenfields Petroleum Corporation and any successor corporation and any reference herein to action by the Corporation means action by or under the authority of its Board of Directors or a duly empowered committee appointed by the Board of Directors;

(x) “Discounted Market Price” means the last per share closing price for the Common Shares on the Exchange before the date of grant of an Option, less any applicable discount under Exchange Policies;

(xi) “Exchange” means the TSX Venture Exchange Inc. or any other stock exchange on which the Common Shares are listed;

- (xii) “Exchange Policies” means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange;
  - (xiii) “Fair Market Value” means the closing sales price of a Common Share on the applicable date (or if there is no trading in the Common Shares on such date, on the next preceding date on which there was trading), as reported by the Exchange; provided, however, that in the event Common Shares are not publicly traded at the time a determination of fair market value is required to be made hereunder, the determination of fair market value shall be made in good faith by the Committee;
  - (xiv) “Incumbent Director” means any member of the board of directors of the Corporation who was a member of the board of directors of the Corporation immediately prior to the occurrence of the transaction, transactions, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended or elected or appointed to succeed any Incumbent Director by the affirmative vote of the directors including a majority of the Incumbent Directors then on the board of directors of the Corporation.
  - (xv) “Insider” has the meaning ascribed thereto in Exchange Policies;
  - (xvi) “Option” means an option granted by the Corporation to an Optionee entitling such Optionee to acquire a designated number of Common Shares at a price determined by the Committee;
  - (xvii) “Option Period” means the period determined by the Committee during which an Optionee may exercise an Option, not to exceed the maximum period of ten (10) years from the date the Option is granted;
  - (xviii) “Optionee” means a natural person who is (A) a director, officer, employee, consultant or other personnel of the Corporation, or a subsidiary of the Corporation, and (B) granted an Option pursuant to this Plan; and
  - (xix) “Plan” shall mean the Corporation's incentive stock option plan as embodied herein and as from time to time amended.
- (b) (i) For the purposes of this Plan:
- (1) one body corporate is affiliated with another body corporate if one of them is the subsidiary of the other or both are subsidiaries of the same body corporate or each of them is controlled by the same person; and
  - (2) if two bodies corporate are affiliated with the same body corporate at the same time, they are deemed to be affiliated with each other.
- (ii) For the purposes of this Plan, a body corporate is controlled by a person if:
- (1) securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are held, other than by way of security only, by or for the benefit of that person; and

- (2) the votes are attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate.
- (iii) For the purposes of this Plan, a body corporate is the holding body corporate of another if that other body corporate is its subsidiary;
- (iv) For the purposes of this Plan, a body corporate is a subsidiary of another body corporate if:
  - (1) it is controlled by:
    - (A) that other;
    - (B) that other and one or more bodies corporate, each of which is controlled by that other; or
    - (C) two or more bodies corporate, each of which is controlled by that other;
  - or
  - (2) it is a subsidiary of a body corporate that is that other's subsidiary.
- (c) Other Defined Terms. Capitalized terms in the Plan that are not otherwise defined herein shall have the meaning set out in the Exchange Policy, including without limitation “Consultant”, “Employee”, “Director”, “Insider”, “Investor Relations Activities” and “Management Company Employee”.
- (d) Construction. In this Plan, unless a clear contrary intention appears, (i) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Plan as a whole and not to any particular section or other subdivision; (ii) reference to any section means such section hereof; (iii) the words “including” (and with correlative meaning “include”) means including, without limiting the generality of any description preceding such term; and (iv) wherever the singular or masculine is used in this Plan, the same shall be construed as meaning the plural or feminine or body corporate and vice versa, where the context or the parties so require.

3. **Administration.** The Plan shall be administered by the Committee, which shall have full and final discretion to interpret the provisions of the Plan and to prescribe, amend, rescind and waive rules and regulations to govern the administration and operation of the Plan. All decisions and interpretations made by the Committee shall be binding and conclusive upon the Corporation and on all persons eligible to participate in the Plan, subject to stockholder approval if required by the Exchange.

4. **Eligibility.** The Committee may at any time and from time to time designate those Optionees. Subject to Exchange Policies and the limitations contained herein, the Committee is authorized to provide for the grant and exercise of Options on such terms (which may vary as between Options and Optionees) as it shall determine. A person who has been granted an Option may, if he is otherwise eligible and if permitted by Exchange Policies, be granted an additional Option or Options if the Committee shall so determine. Subject to Exchange Policies, the Corporation shall represent that the Optionee is a bona fide Employee, Director, Consultant or Management Company Employee (as such terms are defined in Exchange Policies) in respect of Options granted to such Optionees.

5. **Participation and Limited Rights of Optionee.**

- (a) No Participation Requirement; No Right to Options. Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Optionee's relationship or employment with the Corporation. No person shall have any claim to be granted any Option under the Plan, and there is no obligation for uniformity of treatment of Optionees. The terms and conditions of Options need not be the same with respect to each Optionee.
- (b) No Service or Employment Right. Notwithstanding any express or implied term of this Plan or any Option to the contrary, the granting of an Option pursuant to the Plan shall in no way be construed as conferring on any Optionee any right to continue to serve as a director, officer, employee or consultant of the Corporation or any subsidiary of the Corporation.
- (c) Service to Corporation and Subsidiaries. Options shall not be affected by any change of employment of the Optionee or by the Optionee ceasing to be a director or officer of or a consultant to the Corporation or any of its subsidiaries, where the Optionee at the same time becomes or continues to be a director, officer or employee of or a consultant to the Corporation or any of its subsidiaries.
- (d) No Rights As Stockholder. No Optionee shall have any of the rights of a stockholder of the Corporation in respect to Common Shares issuable on exercise of an Option until such Common Shares shall have been paid for in full and issued by the Corporation on exercise of the Option, in each case, pursuant to this Plan.

6. **Common Shares Subject to Options.**

- (a) Number of Common Shares Subject to Plan. The number of authorized but unissued Common Shares that may be issued upon the exercise of Options granted under the Plan at any time plus the number of Common Shares reserved for issuance under outstanding incentive stock options otherwise granted by the Corporation shall not exceed 10% of the issued and outstanding Common Shares on a non-diluted basis at any time, and such aggregate number of Common Shares shall automatically increase or decrease as the number of issued and outstanding Common Shares changes. The Options granted under the Plan together with all of the Corporation's other previously established stock option plans or grants shall not result at any time in:
  - (i) the number of Common Shares reserved for issuance pursuant to Options granted to Insiders exceeding 10% of the issued and outstanding Common Shares;
  - (ii) the grant to Insiders within a 12 month period of a number of Options exceeding 10% of the issued and outstanding Common Shares;
  - (iii) the grant to all Optionees performing investor relations services, whether Consultants or Employees, of a number of Options exceeding 2% of the issued and outstanding Common Shares; or
  - (iv) the number of Common Shares reserved for issuance pursuant to Options that qualify as incentive stock options under Section 422 of the Code and that are granted to Optionees resident in the United States exceeding 4,000,000 (the "US ISO Cap"); provided, however, that if the number of Common Shares reserved for issuance pursuant to the first sentence of this Section 6(a) (the "Plan Cap") is

at any time less than 4,000,000, the US ISO Cap shall be reduced to such Plan Cap at such time.

- (b) Individual Grants. Unless disinterested stockholder approval is obtained, the aggregate number of Common Shares reserved for issuance to any one (1) Optionee under Options granted in any 12 month period shall not exceed 5% of the issued and outstanding Common Shares determined at the date of grant. The aggregate number of Common Shares reserved for issuance to an Optionee who is a Consultant shall not exceed 2% of the issued and outstanding Common Shares determined at the date of grant.
- (c) Certain Adjustments. Appropriate adjustments shall be made as set forth in Section 13, in both the number of Common Shares covered by individual grants and the total number of Common Shares authorized to be issued hereunder, to give effect to any relevant changes in the capitalization of the Corporation.
- (d) Re-use of Certain Common Shares. If any Option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Common Shares subject thereto shall again be available for the purpose of the Plan.

## 7. **Option Agreement and Option Terms**

- (a) Option Terms. A written agreement will be entered into between the Corporation and each Optionee to whom an Option is granted hereunder, which agreement will set out the (i) number of Common Shares subject to such Option, (ii) Option Period, (iii) exercise price therefor (the “Exercise Price”); any Vesting Period pursuant to Section 7(c) and (iv) any other terms and conditions approved by the Committee, all in accordance with the provisions of this Plan (a “Stock Option Agreement”). The Stock Option Agreement will be in such form as the Committee may from time to time approve, and may contain such terms as may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Optionee may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.
- (b) Minimum Exercise Price. Subject to Exchange Policies, any limitations imposed by any relevant regulatory authority and Section 14(c), the Exercise Price of an Option granted under the Plan shall be as determined by the Committee when such Option is granted, shall be specified in the Stock Option Agreement therefor and shall be an amount at least equal to the Discounted Market Price of the Common Shares.
- (c) Vesting Period. The Committee may determine that an Option is subject to a vesting period (a “Vesting Period”), prior to the expiration of which the Option shall not be exercisable. Subject to Exchange Policies, the Committee may, in its sole discretion, determine the time during which an Option shall vest and the method of vesting, or that no vesting restriction shall exist. Except as otherwise provided in the terms of the Stock Option Agreement, upon termination, for any reason prior to the date an Option becomes vested, of an Optionee's employment with or services to the Corporation and its subsidiaries or membership on the Board of Directors, whichever is applicable, all unvested Options shall be forfeited by the Optionee.

8. **Exercise of Options.**

- (a) Period for Exercise. An Optionee shall be entitled to exercise an Option granted to it at any time prior to the expiry of the Option Period, subject to Sections 9 and 10 and to any Vesting Period that may be imposed by the Committee at the time such Option is granted.
- (b) Manner of Exercise. The exercise of any Option will be conditional upon receipt by the Corporation at its head office of a written notice of exercise, specifying the number of Common Shares in respect of which the Option is being exercised, accompanied by cash payment, certified cheque or bank draft, the form of which shall be as specified by the Corporation, for an amount equal to the Exercise Price multiplied by the number of Common Shares with respect to which the Option is being exercised.
- (c) Compliance with Laws. Common Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Common Shares pursuant thereto shall comply with all relevant provisions of applicable securities law, including the 1933 Act, the United States Securities and Exchange Act of 1934, as amended, applicable U.S. state laws, the rules and regulations promulgated thereunder, and the requirements of any stock exchange on which the Common Shares are listed or consolidated stock price reporting system on which prices for the Common Shares are quoted at any given time. As a condition to the exercise of an Option, the Corporation may require the person exercising such Option to represent and warrant at the time of any such exercise that the Common Shares are: (i) being purchased only for investment; (ii) without any present intention to sell or distribute such Common Shares; and (iii) such additional matters as requested by the Committee.
- (d) Legended Certificates. The certificates representing any Common Shares issued upon exercise of an Option shall be subject to such stop-transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of applicable regulatory body, any stock exchange upon which the Common Shares or other securities of the Corporation are then listed, and any applicable laws; the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.
- (e) Withholding. At the discretion of the Committee, Optionees may satisfy withholding obligations as provided in this paragraph. When an Optionee incurs tax liability in connection with an Option, which tax liability is subject to tax withholding under applicable tax laws (including income and payroll withholding taxes), and Optionee is obligated to pay the Corporation an amount required to be withheld under applicable tax laws, Optionee may satisfy the tax withholding obligation by one or some combination of the following methods: (i) by cash payment; (ii) out of Optionee's current compensation; (iii) if permitted by the Committee, in its discretion, by surrendering to the Corporation, Common Share(s) that (A) have been owned by Optionee for more than six (6) months on the date of surrender or such other period as may be required to avoid a charge to the Corporation's earnings, and (B) have a Market Value on the date of surrender equal to (or less than, if other consideration is paid to the Corporation to satisfy the withholding obligation) Optionee's applicable tax rate times the ordinary income recognized, plus an amount equal to the Optionee's share of any applicable payroll withholding taxes; or (iv) if permitted by the Committee, in its discretion, by electing to have the Corporation withhold from the Common Share(s) to be issued upon exercise of the Option, if any, that number of Common Share(s) having a Market Value equal to the amount required to be withheld. For this purpose, the "Market Value" of the Common Share(s) to be withheld shall be determined on the date that the amount of tax to be withheld is to be determined

(the “Tax Date”). In making its determination as to the type of consideration to accept, the Committee shall consider if acceptance of such consideration may be reasonably expected to benefit the Corporation or result in the recognition of compensation expense (or additional compensation expense) for financial reporting purposes.

- (f) Reduction in Exercise Price. Disinterested shareholder approval is required for any reduction in the Exercise Price if the Optionee is an Insider of the Corporation.

9. **Ceasing to be a Director, Officer, Employee or Consultant.** Unless otherwise determined by the Committee, and subject to the rules and policies of the Exchange, if an Optionee ceases to be a director, officer, employee or consultant of the Corporation or its subsidiaries for any reason other than death, the Optionee may, but only within a reasonable period, to be set out in the applicable Stock Option Agreement at the time of the grant, following the Optionee's ceasing to be a director, officer, employee or consultant (or 30 days in the case of an Optionee engaged in Investor Relations Activities) or prior to the expiry of the Option Period, whichever is earlier, exercise any Option held by the Optionee, but only to the extent that the Optionee was entitled to exercise the Option at the date of such cessation.

10. **Death of Optionee.** In the event of the death of an Optionee, the Option previously granted to him shall be exercisable within one (1) year following the date of the death of the Optionee or prior to the expiry of the Option Period, whichever is earlier, and then only (a) by the person or persons to whom the Optionee's rights under the Option shall pass by the Optionee's will or the laws of descent and distribution, or by the Optionee's legal personal representative; and (b) to the extent that the Optionee was entitled to exercise the Option at the date of the Optionee's death.

11. **Optionee's Rights Not Transferable.**

- (a) General. No right or interest of any Optionee in or under the Plan may be, in whole or in part, either directly or by operation of law or otherwise, assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by an Optionee and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Corporation or any of its affiliates; provided, however, that each Option may be assigned or transferred by bequeath or the laws of descent and distribution, subject also to compliance with the requirements of the Exchange.
- (b) Plan Binding on Corporation. Subject to the foregoing, the terms of the Plan shall bind the Corporation and its successors and assigns, and each Optionee and his heirs, executors, administrators and personal representatives.

12. **Change of Control.** The Committee shall have the power, in the event of a Change of Control to make such arrangements as it shall deem appropriate for the exercise of outstanding Options or continuance of outstanding Options, including to amend any Stock Option Agreement to permit the exercise of any or all of the remaining Options prior to the completion of any such transaction. If the Committee shall exercise such power, the Option shall be deemed to have been amended to permit the exercise thereof in whole or in part by the Optionee at any time or from time to time as determined by the Committee prior to the completion of such transaction.

13. **Anti-Dilution of the Option.**

- (a) Certain Adjustments. In the event of:
  - (i) any subdivision, redivision or change of the Common Shares at any time during the term of the Option into a greater number of Common Shares, the Corporation

shall deliver, at the time of any exercise thereafter of the Option, such number of Common Shares as would have resulted from such subdivision, redivision or change if the exercise of the Option had been made prior to the date of such subdivision, redivision or change;

- (ii) any consolidation or change of the Common Shares at any time during the term of the Option into a lesser number of Common Shares, the number of Common Shares deliverable by the Corporation on any exercise thereafter of the Option shall be reduced to such number of Common Shares as would have resulted from such consolidation or change if the exercise of the Option had been made prior to the date of such consolidation or change; or
  - (iii) any reclassification of the Common Shares at any time outstanding or change of the Common Shares into other shares, or in case of the consolidation, amalgamation or merger of the Corporation with or into any other corporation (other than a consolidation, amalgamation or merger which does not result in a reclassification of the outstanding Common Shares or a change of the Common Shares into other shares), or in case of any transfer of the assets of the Corporation as an entirety or substantially as an entirety to another corporation, at any time during the term of the Option, the Optionee shall be entitled to receive, and shall accept, in lieu of the number of Common Shares to which he was theretofore entitled upon exercise of the Option, the kind and amount of shares and other securities or property which such holder would have been entitled to receive as a result of such reclassification, change, consolidation, amalgamation, merger or transfer if, on the effective date thereof, he had been the holder of the number of Common Shares to which he was entitled upon exercise of the Option; or
  - (iv) upon the distribution by the Corporation to holders of the Common Shares of shares of any class (whether of the Corporation or another corporation, but other than Common Shares), rights, options or warrants, evidences of indebtedness or cash (other than dividends in the ordinary course), other securities or other assets, the Corporation will deliver upon exercise of an Options, in addition to the number of Common Shares in respect of which the right to purchase is being exercised and without the Optionee making any additional payment, such other securities, evidence of indebtedness or assets as result from such distribution.
- (b) Successive Adjustments. Adjustments shall be made successively whenever any event referred to in this Section 13 shall occur. For greater certainty, the Optionee shall pay for the number of shares, other securities or property as aforesaid, the amount the Optionee would have paid if the Optionee had exercised the Option prior to the effective date of such subdivision, redivision, consolidation or change of the Common Shares or such reclassification, consolidation, amalgamation, merger or transfer, as the case may be.

14. **United States Matters.**

- (a) General Application. Each Option granted under the Plan to an Optionee who is a citizen or resident of the United States of America (including its territories, possessions and all areas subject to the jurisdiction) (a "U.S. Optionee") will be designated in the Stock Option Agreement as either a non-qualified stock option or an incentive stock option within the meaning of Section 422 of the Code and shall comply with this Section 14.

- (b) Incentive Stock Options. If not designated in the Stock Option Agreement, the Option shall be an incentive stock option. No provisions of the Plan, as it may be applied to a U.S. Optionee who has been granted an incentive stock option within the meaning of Section 422 of the Code, shall be construed so as to be inconsistent with any provision of Section 422 of the Code. Notwithstanding anything in the Plan contained to the contrary, the following provisions shall apply to each U.S. Optionee who is granted an incentive stock option within the meaning of Section 422 of the Code:
- (i) Options shall only be granted to U.S. Optionees who are, at the time of grant, officers, employees or directors (provided, for purposes of this Section 14(b) only, such directors are then also officers or employees of the Corporation or a subsidiary);
  - (ii) In the event of the death of a U.S. Optionee, the Option previously granted to him shall be exercisable within one (1) year following the date of the death of the U.S. Optionee or prior to the expiry of the Option Period, whichever is earlier, and then only (A) by the person or persons to whom the U.S. Optionee's rights under the Option shall pass by the U.S. Optionee's will or the laws of descent and distribution, or by the U.S. Optionee's legal personal representative; and (B) to the extent that the U.S. Optionee was entitled to exercise the Option at the date of the U.S. Optionee's death;
  - (iii) In the event of the termination of the employment by the Corporation or its subsidiaries of a U.S. Optionee, the Option previously granted to him shall be exercisable within three (3) months following the date of the termination of the U.S. Optionee or prior to the expiry of the Option Period, whichever is earlier; provided, however, that if such termination is due to the disability of the U.S. Optionee, then such 3-month period shall be a 12-month period;
  - (iv) the aggregate Fair Market Value (determined as of the time the option is granted) of the Common Share(s) exercisable for the first time by a U.S. Optionee during any calendar year under the Plan and all other stock option plans, within the meaning of Section 422 of the Code, of the Corporation or any subsidiary shall not exceed US\$100,000;
  - (v) if any U.S. Optionee to whom an Option is to be granted under the Plan at the time of the grant of such Option is the owner of shares possessing more than ten percent (10%) of the total combined voting power of all classes of shares of the Corporation, then the following special provisions shall be applicable to the Option granted to such individual:
    - (1) the Exercise Price per Common Share subject to such option shall not be less than one hundred and ten percent (110%) of the Fair Market Value of one Common Share at the time of grant; and
    - (2) for the purposes of this Section 14(b) only, the Option Period shall not exceed five (5) years from the date of grant;
  - (vi) no Option granted to a U.S. Optionee under the Plan shall become exercisable unless and until the Plan shall have been approved by the stockholders of the Corporation;

- (vii) Common Shares that are acquired pursuant to the exercise of an Option may not be sold by the U.S. Optionee within the two (2) year period following the date the Option was granted and the one (1) year period following the exercise date; and
- (viii) no incentive stock options may be granted under the Plan after ten (10) years after the adoption of this Plan by the Board of Directors

provided, however, that should any Option granted pursuant to this Section 14(b) fail to meet in operation the standards and requirements of this Section 14(b), such Option shall be treated as a non-qualified stock option to the extent of such failure.

- (c) Section 409A of the Code. Notwithstanding any other provision of the Plan to the contrary, any Option granted under the Plan shall contain terms that (i) provide that the Exercise Price for each Common Share under each Option granted to a U.S. Optionee pursuant to the Plan shall be not less than the Fair Market Value at the time the Option is granted; and (ii) are (A) designed to avoid application of Section 409A of the Code to the Option or (B) are designed to avoid adverse tax consequences under Section 409A should that Code section apply to the Option. If any Plan provision or Option under the Plan would result in the imposition of an applicable tax under Section 409A of the Code and related regulations and pronouncements, that Plan provision or Option will be reformed to the extent reformation would avoid imposition of the applicable tax and no action taken to comply with Section 409A of the Code shall be deemed to adversely affect the U.S. Optionee's rights to an Option or to require the U.S. Optionee's consent.
- (d) Maximum Options Awarded in a Year. The aggregate number of Common Shares subject to one or more Options that are granted to any one Covered Employee in any calendar year shall not exceed 1,000,000 Common Shares. The term "Covered Employee" means the Chief Executive Officer of the Corporation and, as of the most recent fiscal year, the four other highest paid officers of the Corporation.

## 15. **Termination and Amendment.**

- (a) Compliance with Law. The Board of Directors may amend or terminate this Plan or any outstanding Option granted hereunder at any time without the approval of the stockholders of the Corporation or any Optionee whose Option is amended or terminated, in order to conform this Plan or such Option, as the case may be, to applicable law or regulation or the requirements of the Exchange or any relevant regulatory authority, whether or not such amendment or termination would affect any accrued rights, subject to the approval of the Exchange or such regulatory authority.
- (b) Other Reasons. The Board of Directors may amend or terminate this Plan or any outstanding Option granted hereunder for any reason, other than the reasons set forth in Section 15(a), subject to the approval of the Exchange or any relevant regulatory authority and the approval of the stockholders of the Corporation if required by the Exchange or such regulatory authority. No such amendment or termination will, without the consent of an Optionee, alter or impair any rights which have accrued to him prior to the effective date thereof.
- (c) Initial Exchange Approval. The Plan, and any amendments thereto, shall be subject to acceptance and approval by the Exchange. Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and

no such Options may be exercised unless and until such approval and acceptance are given.

16. **Applicable Law.** The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

17. **Effective Date.** This Plan shall become effective as of and from, and the effective date of the Plan shall be April 7, 2010, upon receipt of all necessary stockholder and regulatory approvals.

18. **General.**

- (a) **Severability.** If any provision of the Plan or any award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Optionee or Option, or would disqualify the Plan or any award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Option, such provision shall be stricken as to such jurisdiction, person or award and the remainder of the Plan and any such Option shall remain in full force and effect.
- (b) **No Trust or Fund Created.** Neither the Plan nor any award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Corporation and an Optionee or any other person. To the extent that any person acquires a right to receive payments from the Corporation pursuant to an Option, such right shall be no greater than the right of any general unsecured creditor of the Corporation.
- (c) **No Fractional Shares.** No fractional Common Shares shall be issued or delivered pursuant to the Plan or any Option, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Common Shares or whether such fractional Common Shares or any rights thereto shall be cancelled, terminated or otherwise eliminated.
- (d) **Headings.** Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.
- (e) **No Guarantee of Tax Consequences.** None of the Board of Directors, the Corporation, nor the Committee makes any commitment or guarantee that any federal, state or local tax treatment will apply or be available to any person participating or eligible to participate hereunder.

**SCHEDULE “B”  
GREENFIELDS PETROLEUM CORPORATION  
CORPORATE GOVERNANCE POLICY**

Below is a discussion of the Greenfields's approach to corporate governance.

**Board of Directors**

The Board is presently comprised of six (6) directors, three of whom, namely, Messrs. Hibberd, Mihaichuk and Clark, are considered to be independent for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* (“NI 58-101”). The Corporation is examining the Board from an independence standpoint and will look for opportunities to add additional diversity and independence. Mr. Hibberd is the Chairman of the Board. Messrs. MacDougal and Warmath are not considered independent because they were previously executive officers and Mr. Warmath, subsequent to his retirement from the Corporation, a contractor of the Corporation. Mr. Harkins is not considered independent because he is an executive officer of the Corporation. Pursuant to NI 58-101, a director is independent if he or she has no direct or indirect material relationship with the Corporation. A “material relationship” is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgment. In addition, certain individuals are deemed, for the purposes of NI 58-101, to have material relationships with the Corporation, including any individual who is, or has recently been, an employee or executive officer of the Corporation, and an individual whose immediate family member is, or has recently been, an executive officer of the Corporation.

The size of the Corporation is such that all of its operations are conducted by a small management team. The Board considers that management is effectively supervised by the independent directors on an informal basis because the independent directors have regular and full access to each member of management. The independent directors are also able to meet at any time they consider necessary without any members of management (including the non-independent directors) being present.

Further supervision is performed through the Audit Committee, which is composed entirely of independent directors.

**Directorships**

Certain of the Corporation's directors are also currently directors of other reporting issuers as follows:

<u>Name of Director</u>	<u>Name of Other Reporting Issuers</u>	<u>Position with Other Reporting Issuers</u>
Michael J. Hibberd	Canacol Energy Ltd.	Chairman and Director
	Montana Exploration Corp.	Director
	Pan Orient Energy Corp.	Director
	Sunshine Oilsands Ltd.	Vice-Chairman and Director
	PetroFrontier Corp	Director
John W. Harkins	Strategic Oil & Gas Ltd.	Director
Garry P. Mihaichuk	Badger Daylighting Ltd.	Director
	Nordic Petroleum AS (Norwegian Stock Exchange)	Director

The Board exercises its independent supervision over the Corporation's management through a combination of formal meetings of the Board as well as informal discussions amongst the Board members. The independent directors can also hold scheduled meetings at which non-independent directors and members of management are not in attendance. Where matters arise at Board meetings

which require decision making and evaluation that is independent of management and interested directors, the meeting breaks into an *in camera* session among the independent and disinterested directors.

The Chairman of the Board is Mr. Hibberd, an independent director. The role of the Chairman of the Board is to enhance the Board's effectiveness by ensuring that the responsibilities of the Board are understood by the Board members and management and ensuring the Board has adequate resources to support its decision-making requirements. The Chairman ensures there is a process in place for monitoring legislation and best practices and to assess the effectiveness of the Board, the Board committees and individual directors on a regular basis. The Chairman also prepares agendas for Board meetings, consults with the Board on the effectiveness of Board committees, ensures that the independent directors have adequate opportunities to meet and discuss issues without management present, chairs Board meetings and communicates to other members of management as appropriate the results of private discussions among independent directors. The Chairman presides at meetings of the Board, provides leadership to the Board, assists the Board in reviewing and monitoring the strategy, goals, objectives and policies of the Corporation and conducts quarterly meetings where the Board meets to review and discuss operational and financial information presented to the Board by management.

### **Board Mandate**

The Board has responsibility for the stewardship of the Corporation, which is detailed in its "Board of Directors Responsibilities". In carrying out this mandate, the Board meets regularly and a broad range of matters are discussed and reviewed for approval. These matters include selecting senior management, reviewing compensation, establishing standards of business conduct and ethical behaviour, evaluating senior management performance, succession planning, overseeing strategic management and planning, overseeing risk management, affirming an effective management control and internal control environment, overseeing capital management and overseeing the independent audits work.

The Board strives to ensure that actions taken by the Corporation correspond closely with the objectives of its shareholders. The Board will meet at least once annually to review in depth the Corporation's strategic plan and it reviews the Corporation's resources which are required to carry out the Corporation's growth strategy and to achieve its objectives.

### **Position Descriptions**

The Board has not developed written position descriptions for the Chairmen of the Board Committees.

The Chairman of the Board presides at meetings of the Board and the Shareholders, provides leadership to the Board and assists the Board in reviewing and monitoring the strategy, goals, objectives and policies of the Corporation, schedules meetings of the Board and organizes and presents agendas for regular or special Board meetings and communicates with the Board to keep it current on all material developments. The Chairman of each committee of the Board schedules meetings of his respective committee and organizes and presents agendas for such meetings.

The Board, in conjunction with management, sets the Corporation's annual objectives which become the objectives against which the Chief Executive Officer's performance is measured. The Board has plenary power therefore any responsibility which is not delegated to management or a Board committee remains with the Board.

### **Orientation and Continuing Education of Board Members**

New members of the Board receive an orientation package which includes company policies and public disclosure filings by the Corporation. Board meetings are held at the Corporation's facilities and are combined with presentations by the Corporation's management and employees to give the directors

additional insight into the Corporation's business. In addition, management of the Corporation makes itself available for discussion with all members of the Board.

### **Measures to Encourage Ethical Business Conduct**

The Board of Directors has adopted a Code of Conduct that encourages and promotes a culture of ethical business conduct. In addition, the Board has implemented a Whistle Blowing policy whereby employees are encouraged to report unethical behaviour directly to Board members.

### **Nomination of Board Members**

The Board is responsible for nominating members for election to the Board and for filling vacancies on the Board that may occur between annual meetings of Shareholders based on the recommendations of the Corporate Governance and Nominating Committee. The Board shall identify and review possible candidates for Board membership consistent with criteria approved by the Board, and annually recommend qualified candidates for a slate of nominees to be proposed for election to the Board at the annual meeting of Shareholders.

The Board shall consider the appropriate size of the Board with a view to facilitating effective decision making. In the event of a vacancy on the Board between annual meetings of Shareholders, the Board may identify, review and recommend qualified candidates for Board membership to the Board for consideration to fill such vacancies, if the Board determines that such vacancies will be filled.

When formulating these recommendations, the Board shall seek and consider advice and recommendations from management, and may seek or consider advice and recommendations from consultants, outside counsel, independent accountants or other advisors as the Board may deem appropriate.

### **Determination of Compensation of Directors and Chief Executive Officer**

The Compensation Committee is responsible for establishing an overall compensation policy for the Corporation. The compensation of the directors is determined by the Board as a whole on the recommendation of the Compensation Committee, and is based on industry-specific compensation information of comparably-sized companies.

The compensation of each of the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and the Chief Technical Officer (when that position is filled) of the Corporation is determined by the Board as a whole after receiving the recommendation of the Compensation Committee. The level of their compensation will be determined by setting their base salaries at approximately the median for public companies of comparable size and complexity. The annual incentive and option grants are determined by the Board, upon the recommendation of the Compensation Committee, based on the Corporation's overall performance and other relevant factors. For further information see "*Statement of Executive Compensation*".

### **Committees of the Board**

The Board has a Corporate Governance and Nominating Committee, a Reserves Committee, an Audit Committee and a Compensation Committee.

### ***Corporate Governance and Nominating Committee***

The corporate governance committee (the “**Corporate Governance and Nominating Committee**”) is currently comprised of Messrs. Hibberd, Harkins, and Clark. Mr. Hibberd is the Chairman of the Corporate Governance and Nominating Committee. The Corporate Governance and Nominating Committee's mandate includes: (i) identifying individuals qualified and suitable to become Board members and making recommendations to the Board in that regard; and (ii) assisting the Board in its oversight role with respect to the development of the Corporation's corporate governance policies, practices and processes, the effectiveness of the Board and its committees and the contributions of individual directors.

These responsibilities include reporting and making recommendations to the Board for their consideration and approval. In addition, the Corporate Governance and Nominating Committee will consider developing formal position descriptions for the Chairman and the Chief Executive Officer.

### ***Reserves Committee***

The reserves committee (the “**Reserves Committee**”), is currently comprised of Messrs. Mihaichuk, Warmath, and MacDougal, and is responsible for reviewing and approving the annual independent evaluation of the Corporation's reserves. Mr. Mihaichuk is the Chairman of the Reserves Committee. The Reserves Committee's general mandate is to oversee and monitor the Corporation's process for calculating the reserves and the procedures for compliance with applicable legislation and conformity with industry standards and disclosure of information. It reviews, reports and, when appropriate, makes recommendations to the Board on the Corporation's policies and procedures related to the Corporation's reserve estimates.

### ***Audit Committee***

The audit committee (the “**Audit Committee**”) is currently comprised of Messrs. Clark, Mihaichuk and Hibberd. Mr. Clark is the Chairman of the Audit Committee. For details in respect of the Audit Committee, please refer to the heading “*Audit Committee*” in the Corporation's Annual Information Form dated April 20, 2015, and filed on SEDAR at [www.sedar.com](http://www.sedar.com) which is incorporated by reference herein.

### ***Compensation Committee***

The compensation committee (the “**Compensation Committee**”) is currently comprised of Messrs. Mihaichuk, Hibberd and Warmath. Mr. Mihaichuk is the Chairman of the Compensation Committee. The Compensation Committee assists the Board in its oversight role with respect to: (i) the Corporation's global human resources strategy, policies and programs; and (ii) all matters relating to proper utilization of human resources within the Corporation, with special focus on management succession, development and compensation.

The Compensation Committee shall also review and approve periodically all compensation arrangements with the senior executives of the Corporation; review succession and leadership plans and make appropriate recommendations to the Board periodically regarding the remuneration of the Corporation's executive officers; and periodically review the assessment of the performance of executive officers as provided to the Compensation Committee by the Chief Executive Officer.

### **Assessment of Directors, the Board and Board Committees**

The Board does not believe that formal assessments would be useful at this stage of the Corporation's development. The Board conducts informal annual assessments of its effectiveness, the individual directors and each of its committees. The Chairman of the Board is charged with ensuring that the Board carries out its responsibilities and that these responsibilities are clearly understood by all of its members.

The Chairman also ensures that the Board can function independently of management and that the necessary resources and procedures are available or in place to support its responsibilities and that the appropriate functions are delegated to the relevant committees. The Chairman is responsible for overseeing and setting the Board agenda, the quality of information sent to directors and the *in camera* sessions held without management. The Chairman is also responsible for ensuring a process is in place for an annual performance review of the President and Chief Executive Officer, which is conducted by the Board, and for senior management succession planning matters.

**SCHEDULE “C”  
GREENFIELDS PETROLEUM CORPORATION  
AUDIT COMMITTEE CHARTER**

**OVERALL ROLE AND RESPONSIBILITY**

The Audit Committee of the Corporation shall:

- (a) assist the Board of Directors in its oversight role with respect to:
  - (i) the quality and integrity of financial information;
  - (ii) the independent auditor’s performance, qualifications and independence;
  - (iii) the performance of the Corporation’s internal audit function, if applicable;
  - (iv) the Corporation’s compliance with legal and regulatory requirements; and
- (b) prepare such reports of the Audit Committee required to be included in the Annual Information Circular in accordance with applicable laws or the rules of applicable securities regulatory authorities.

**MEMBERSHIP AND MEETINGS**

The Audit Committee shall consist of three or more Directors appointed by the Board of Directors, all of whom shall be independent and unrelated to the Corporation and as such shall not be officers (other than a non-executive Chairman or Corporate Secretary who is not an employee of the Corporation) or employees of or have a meaningful business relationship with the Corporation or any of the Corporation’s affiliates or be an immediate family member of any of the foregoing. Each of the members of the Audit Committee shall satisfy the applicable independence and financial literacy requirements of the laws governing the Corporation, the applicable stock exchanges on which the Corporation’s securities are listed and applicable securities regulatory authorities.

The Board of Directors shall designate one member of the Audit Committee as the Committee Chair. Each member of the Audit Committee shall be financially literate within the meaning of applicable securities laws and as such qualification is interpreted by the Board of Directors in its business judgment.

**STRUCTURE AND OPERATIONS**

The affirmative vote of a majority of the members of the Audit Committee participating in any meeting of the Audit Committee is necessary for the adoption of any resolution. The Audit Committee shall meet as often as it determines, but not less frequently than quarterly.

The Committee shall report to the Board of Directors on its activities after each of its meetings at which time minutes of the prior Committee meeting shall be tabled for the Board.

The Audit Committee shall review and assess the adequacy of this Charter periodically and, where necessary, will recommend changes to the Board of Directors for its approval.

The Audit Committee is expected to establish and maintain free and open communication with management and the independent auditor and shall periodically meet separately with each of them.

**SPECIFIC DUTIES**

**Oversight of the Independent Auditor**

- Make recommendations to the board for the appointment and replacement of the independent auditor.

- Responsibility for the compensation and oversight of the work of the independent auditor (including resolution of disagreements between management and the independent auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or related work. The independent auditor shall report directly to the Audit Committee.
- Authority to pre-approve all audit services and permitted non-audit services (including the fees, terms and conditions for the performance of such services) to be performed by the independent auditor.
- Evaluate the qualifications, performance and independence of the independent auditor, including: (i) reviewing and evaluating the lead partner on the independent auditor's engagement with the Corporation; and (ii) considering whether the auditor's quality controls are adequate and the provision of permitted non-audit services is compatible with maintaining the auditor's independence.
- Ensure the rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit as required by law (currently at least every 5 years).

### **Financial Reporting**

- Review and discuss with management and the independent auditor:
  - prior to the annual audit the scope, planning and staffing of the annual audit,
  - the annual audited financial statements,
  - the Corporation's annual and quarterly disclosures made in management's discussion and analysis,
  - approval of any reports for inclusion in the Corporation's Annual Report, as required by applicable legislation,
  - the Corporation's quarterly financial statements, including the results of the independent auditor's review of the quarterly financial statements and any matters required to be communicated by the independent auditor under applicable review standards,
  - significant financial reporting issues and judgments made in connection with the preparation of the Corporation's financial statements,
  - any significant changes in the Corporation's selection or application of accounting principles,
  - any major issues as to the adequacy of the Corporation's internal controls and any special steps adopted in light of material control deficiencies, and
  - other material written communications between the independent auditor and management, such as any management letter or schedule of unadjusted differences.
- Discuss with the independent auditor matters relating to the conduct of the audit, including any difficulties encountered in the course of the audit work, any restrictions on the scope of activities or access to requested information and any significant disagreements with management.

### **AUDIT COMMITTEE'S ROLE**

The Audit Committee has the oversight role set out in this Charter. Management, the Board of Directors, the independent auditor and the internal auditor (if any) all play important roles in respect of compliance and the preparation and presentation of financial information. Management is responsible for compliance and the preparation of financial statements and periodic reports. Management is responsible for ensuring the Corporation's financial statements and disclosures are complete, accurate, in accordance with generally accepted accounting principles and applicable laws. The Board of Directors in its oversight role is responsible for ensuring that management fulfills its responsibilities. The independent auditor, following the completion of its annual audit, opines on the presentation, in all material respects, of the financial position and results of operations of the Corporation in accordance with Canadian generally accepted accounting principles.

## **FUNDING FOR THE INDEPENDENT AUDITOR AND RETENTION OF OTHER INDEPENDENT ADVISORS**

The Corporation shall provide for appropriate funding, as determined by the Audit Committee, for payment of compensation to the independent auditor for the purpose of issuing an audit report. The Audit Committee shall also have the authority to retain such other independent advisors as it may from time to time deem necessary or advisable for its purposes and the payment of compensation therefore shall also be funded by the Corporation.

### **Approval of Audit and Remitted Non-Audit Services Provided by External Auditors**

Over the course of any year there will be two levels of approvals that will be provided. The first is the existing annual Audit Committee approval of the audit engagement and identifiable permitted non-audit services for the coming year. The second is in-year Audit Committee pre-approvals of proposed audit and permitted non-audit services as they arise.

Any proposed audit and permitted non-audit services to be provided by the external auditor to the Corporation or its subsidiaries must receive prior approval from the Audit Committee, in accordance with this Charter. The CFO shall act as the primary contact to receive and assess any proposed engagements from the external auditor.

Following receipt and initial review for eligibility by the primary contacts, a proposal would then be forwarded to the Audit Committee for review and confirmation that a proposed engagement is permitted.

In the majority of such instances, proposals may be received and considered by the Chair of the Audit Committee (or such other member of the Audit Committee who may be delegated authority to approve audit and permitted non-audit services), for approval of the proposal on behalf of the Audit Committee. The Audit Committee Chair will then inform the Audit Committee of any approvals granted at the next scheduled meeting.