

WEST KIRKLAND MINING INC.
(the “Company”)

STATEMENT OF EXECUTIVE COMPENSATION

“Named Executive Officers” (each an “NEO”) means: (a) an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the financial year ended December 31, 2014 (a “CEO”); (b) an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the financial year ended December 31, 2014 (a “CFO”); (c) each of the three most highly compensated executive officers of the Company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at December 31, 2014 whose total compensation was, individually, more than \$150,000, as determined in accordance with Form 51-102F6 - *Statement of Executive Compensation*, for the financial year ended December 31, 2014; and (d) each individual who would be an NEO under item (c) above but for the fact that the individual was neither an executive officer of the Company or its subsidiaries, nor acting in a similar capacity, at December 31, 2014.

During the financial year ended December 31, 2014, the Company had four NEOs: R. Michael Jones, President and Chief Executive Officer, Frank Hallam, Chief Financial Officer and Corporate Secretary, Sandy McVey, Chief Operating Officer (“COO”) and Michael G. Allen, VP, Exploration.

Compensation Discussion and Analysis (“CD&A”)

The Company does not generate operating cash flows and relies on equity financings to fund its exploration and corporate activities. Therefore, as the Company seeks to attract, retain and motivate highly skilled and experienced executive officers, it must at the same time consider current market and industry circumstances and the Company’s liquidity and ability to raise further capital.

Prior to 2012 the mineral exploration and development industry was extremely competitive and active for executive officers and other employees. From mid-calendar 2012 through the Company’s December 31, 2014 year end, the global economic environment for gold and precious metals has weakened, resulting in a general reduction in the availability of equity financing in the industry and in lower markets in general. These poor market conditions and associated long term market uncertainties had an impact on executive compensation decisions made during the financial year ended December 31, 2014.

The CD&A that follows outlines the Company’s executive compensation components and philosophies, which at times during the early part of the year, was tempered by the Company’s desire to preserve capital in light of uncertain economic circumstances.

Executive Compensation Philosophy and Objectives

The Company’s principal goal is to create value for its shareholders. The Company’s compensation philosophy reflects this goal, and is based on the following fundamental principles:

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

The Company does not have a formal compensation program with set benchmarks nor has the Compensation Committee of the Company's Board formally considered the implications of the risks associated with the Company's compensation policies and practices; however, the Company does have an informal program designed to encourage, compensate and reward employees on the basis of individual and corporate performance, including but not limited to the price of the common shares of the Company (the "**Common Shares**"), both in the short and the long term, and to align the interests of executive officers with the interest of the Company's shareholders. This alignment of interests is achieved by making long term equity-based incentives through the granting of stock options, a significant component of executive compensation (on the assumption that the performance of the Company's Common Share price over the long term is an important indicator of long-term performance).

The objectives of the compensation program in compensating the active NEOs are derived from the above-mentioned compensation philosophy and are as follows: to attract, motivate and retain highly skilled and experienced executive officers; to align the interests of executive officers with shareholders' interests and with the execution of the Company business strategy; and, to tie compensation directly to those measurements and rewards based on achieving and exceeding performance expectations.

The Company has not placed a restriction on the purchase by its NEOs or other employees of financial instruments (including prepaid variable forward contracts, equity swaps, collars or units of exchange funds) that are designed to hedge or offset a decrease in the market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or employee. To the Company's knowledge, none of the NEOs have purchased any such financial instruments.

Competitive Compensation

The Company is dependent on individuals with specialized skills and knowledge related to the exploration for and development of mineral prospects, corporate finance and management. Therefore, the Company seeks to attract, retain and motivate highly skilled and experienced executive officers by providing competitive compensation. The Compensation Committee reviews data related to compensation levels and programs of various companies that are similar in size to the Company and operate within the mining exploration and development industry, prior to making its recommendations to the Board, such as Corvus Gold Inc., Pilot Gold Inc. and Evolving Gold Corp. The Compensation Committee also relies on the experience of its members as officers and/or directors of other companies in similar lines of business as the Company in assessing compensation levels. The purpose of this process is to: (1) understand the competitiveness of current pay levels for each executive position relative to companies with similar revenues and business characteristics; (2) identify and understand any gaps that may exist between actual compensation levels and market compensation levels; and (3) establish as a basis for developing salary adjustments and short term and long term incentive awards for the Compensation Committee's approval and recommendation to the Board.

Elements of Executive Compensation

A combination of fixed and variable compensation is used to motivate executives to achieve overall corporate goals. For the financial year ended December 31, 2014, the three basic components of executive officer compensation were: (1) base salary; (2) annual incentives (cash bonus); and (3) option based awards (long-term compensation).

Base salary comprises the portion of executive compensation that is fixed, whereas annual incentives and option based compensation represent compensation that is "at risk" and thus may or may not be paid to the respective executive officer depending on: (i) whether the executive officer is able to meet or exceed his or her applicable performance expectations; (ii) market performance of the Company's Common Shares; and, (iii) the Company's liquidity and ability to raise further capital in the prevailing economic environment.

No specific formulae have been developed to assign a specific weighting to each of these components. Instead, the Compensation Committee reviews each element of compensation for market competitiveness,

and it may weigh a particular element more heavily based on the NEO's role and responsibilities within the Company. The focus is on remaining competitive in the market with respect to "total compensation" as opposed to within any one component of executive compensation.

The Compensation Committee reviews on an annual basis the cash compensation, performance and overall compensation package of each active NEO. It then submits to the Board recommendations with respect to base salary adjustments, bonuses and participation in option based compensation arrangements for each executive officer.

Base salary is targeted to be competitive in the market place in order to attract and retain qualified individuals to the Company and then typically serves as the foundation for determining annual and long term incentive plan amounts. The actual amount of annual incentive is decided based on individual performance and the discretion of the Compensation Committee. Long term compensation is targeted to be competitive in the market place, but is positioned in such a way as to have significant pay at risk and dependent upon the long term success of the Company.

In the case of the CEO and CFO they are compensated in accordance with a part time role as salary or management fees and are provided bonus compensation for specific performance on successful transactions or financings.

Base Salary

The Compensation Committee and the Board approve the salary ranges for the active NEOs. Base salaries are set with the goal of being competitive with corporations of a comparable size and at the same stage of development, thereby enabling the Company to compete for and retain executive officers critical to the Company's long term success. In determining the base salary of an executive officer, the Compensation Committee places equal weight on the following criteria: (1) the particular responsibilities related to the position; (2) salaries paid by comparable businesses; (3) the experience level of the executive officer; and (4) his or her overall performance or expected performance (in the case of a newly hired executive officer).

The Compensation Committee makes an assessment of these criteria, and using this information together with budgetary guidelines and other internally generated planning and forecasting tools, performs an annual assessment of the compensation of all executive officer and employee compensation levels. To date, comparative data for the Company's peer group has been accumulated internally, without the use of any external independent consultants or compensation specialists. The Compensation Committee has had access to other public company data through available information and other public company boards where the members serve.

During the financial year ending December 31, 2014, approximately: \$21,000 (2013 – \$Nil) was paid as a base management fee to the Company's President/CEO. A base salary was paid to the Company's CFO of \$18,000 (2013 – \$Nil), \$195,000 (2013 – \$160,284) was paid as base salary for the Company's COO, and \$175,000 (2013 – \$175,000) was paid as base salary for the Company's VP, Exploration. Employee salaries are based on fair market value and individual performance assessed by management. Incentives and options are considered separately from base salary.

Annual Incentives (Cash Bonus)

Executive officers are eligible for an annual discretionary bonus, payable in cash. The Board approves such annual incentives and the Board relies heavily on the recommendations of the Compensation Committee in granting them. The Compensation Committee assesses each active NEO's performance and his or her respective contribution to the Company's success, and after taking into account the financial and operating performance of the Company, makes a recommendation to the Board. Competitive levels of base salary, comparisons and option based awards are considered when setting incentives. Overall compensation is considered as a whole including annual incentives.

In the financial year ended December 31, 2014 the Company's President/CEO was paid or accrued a cash bonus of \$51,250 (2013 – \$25,000), the Company's CFO was paid or accrued a cash bonus of \$46,000 (2013 – \$22,000), the Company's COO was paid a cash bonus of \$8,000 (2013 - \$Nil) and the Company's VP, Exploration was paid a cash bonus of \$8,000 (2013 – \$Nil).

Compensation Governance

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

The Company's Compensation Committee is comprised of John Brock, Pierre Lebel and Kevin Falcon, all of whom are independent directors of the Company. The Compensation Committee has expertise in, among other things, evaluating overall compensation policies, plans and practices, as well as setting compensation for executive officers; overseeing and administering equity compensation plans; and establishing employment, retention and severance arrangements for executive officers. The members of the Compensation Committee are also board members of other publicly listed mining companies and are knowledgeable about the market compensation levels and policy requirements to ensure the Company has appropriate compensation policies in place.

The Compensation Committee believes that it is important to award incentive stock options as part of an overall compensation package. Encouraging its executive officers and employees to become shareholders of the Company is, in the committee's view, the best way to align their interests with those of the Company's shareholders.

Option-based Awards

Equity participation is accomplished through the Company's current stock option plan (the "**Stock Option Plan**"), which is designed to give each option holder an interest in preserving and maximizing shareholder value in the longer term, to enable the Company to attract and retain individuals with experience and ability, and to reward individuals for current performance and expected future performance. Internal experience of the Compensation Committee and Board is used with respect to option levels and comparisons are made to similar companies at the same stage of development in the mining industry.

The Compensation Committee considers stock option grants when reviewing executive officer compensation packages as a whole. Stock options granted to NEOs during the most recently completed financial year are disclosed below under the heading "Summary Compensation Table".

The Board reviews the adequacy and form of compensation and compares it to other companies of similar size and stage of development. There is no minimum share ownership requirement of directors. Directors' compensation is in the form of stock options and the payment of directors' fees. The Company's Compensation Committee reviews and recommends to the Board for approval the general compensation philosophy and guidelines for all directors and executive officers, including the CEO. This includes incentive plan design and other remuneration.

The Company's Stock Option Plan provides for the grant of stock options to directors, executive officers and key employees and consultants of the Company and its subsidiaries for the purpose of advancing the interests of the Company and its shareholders through the motivation, attraction and retention of these individuals. It is generally recognized that stock option plans aid in attracting, retaining and encouraging these individuals due to the opportunity offered to them to acquire a proprietary interest in the Company.

The Compensation Committee determines the ranges of stock option grants for each level of executive officer, the key employees to whom it recommends that grants be made, and the terms and conditions of

the options forming part of such grants, and makes recommendations to the Board accordingly. Individual grants are determined by an assessment of an individual's current and expected future performance, level of responsibilities and the importance of the position and contribution to the Company. The existing number and terms of the outstanding options are taken into account when granting new options. The exercise price, which can be no less than the market price (as defined in the Corporate Finance Manual of the Exchange), the term, up to a maximum of 10 years, and vesting provisions, if any, will be determined by the directors of the Company.

The number of stock options which may be issued under the Stock Option Plan in the aggregate and in respect of any financial year is limited under the terms of the Stock Option Plan and cannot be increased without shareholder approval. Details of the Company's Stock Option Plan are provided below. There was no repricing of stock options under the Stock Option Plan or otherwise during the most recently completed financial year.

Summary Compensation Table

As reflected in the table below, the Company paid the following compensation for each of the Company's three most recently completed financial years to each NEO in the financial year ended December 31, 2014.

Name and principal position	Year ⁽¹⁾	Salary (\$) ⁽²⁾	Share-based awards (\$)	Option-based awards (\$) ⁽³⁾	Non-equity incentive plan compensation(\$)		Pension value ⁽⁵⁾ (\$)	All other compensation ⁽²⁾ ⁽⁶⁾ (\$)	Total compensation (\$) ⁽²⁾
					Annual incentive plans ⁽²⁾ ⁽⁴⁾ (\$)	Long-term incentive plans ⁽⁵⁾ (\$)			
R. Michael Jones, President & CEO	2014	Nil	Nil	105,241	21,250	Nil	Nil	51,000	177,491
	2013	Nil	Nil	Nil	25,000	Nil	Nil	Nil	25,000
	2012	Nil	Nil	Nil	23,750	Nil	Nil	12,853	36,603
Frank R. Hallam, CFO and Corporate Secretary	2014	18,000	Nil	79,931	21,000	Nil	Nil	25,000	149,931
	2013	Nil	Nil	Nil	22,000	Nil	Nil	Nil	22,000
	2012	Nil	Nil	Nil	21,000	Nil	Nil	Nil	21,000
Sandy McVey COO	2014	195,000	Nil	26,310	Nil	Nil	Nil	8,000	229,310
	2013	160,284	Nil	73,933	Nil	Nil	Nil	Nil	234,217
Michael G. Allen VP, Exploration	2014	175,000	Nil	43,851	Nil	Nil	Nil	8,000	266,851
	2013	175,000	Nil	Nil	Nil	Nil	Nil	Nil	175,000
	2012	175,570	Nil	Nil	Nil	Nil	Nil	Nil	175,570

Notes:

- (1) Financial years ended December 31.
- (2) All amounts shown were paid in Canadian currency, the reporting currency of the Company.
- (3) Figures represent the grant date fair value of the options. The Company used the Black Scholes option pricing model for calculating such fair value with the following weighted average assumptions: expected life – 5.0 years; risk-free interest rate – 1.47%; expected volatility* – 90%; expected dividends – nil. * Expected volatility is based on the trading history of the Company. Given the limited trading history, this volatility was compared to the historical volatility of a peer group of companies with similar corporate structure and operating in similar regions as the Company. The volatility from the Company's limited trading history was similar to the peer group compared. The current in the money value of the options is zero.
- (4) The Company does not currently have a formal annual incentive plan or long term incentive plan for any of its executive officers, including its Named Executive Officers, but may award discretionary bonus payments from time to time.
- (5) The Company does not have any pension, retirement or deferred compensation plans, including defined contribution plans.
- (6) Representing management fees and bonus earned for the CEO and in all other instances bonus only.

Incentive Plan Awards

Outstanding Option-Based Awards

The following table sets forth all option-based awards granted to the NEOs pursuant to the Option Plan that were outstanding as at December 31, 2014. These incentive stock options vested at the time of grant. No other share-based awards have been granted to the NEOs.

Name	Option-based Awards			
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾
R. Michael Jones	125,000	\$0.60	May 28, 2015	Nil
	1,200,000	\$0.15	June 24, 2019	Nil
Frank R. Hallam	125,000	\$0.60	May 28, 2015	Nil
	900,000	\$0.15	June 24, 2019	Nil
Sandy McVey	500,000	\$0.22	March 6, 2018	Nil
	300,000	\$0.15	June 24, 2019	Nil
Michael Allen	100,000	\$0.90	June 1, 2015	Nil
	500,000	\$0.15	June 24, 2019	Nil

Note:

- (1) This amount is calculated as the difference between the market value of the securities underlying the options on December 31, 2014 (being \$0.07) and the exercise price of the option.

Incentive Plan Awards – Value Vested or Earned During The Year

The following table sets forth for the NEOs, the value vested during the financial year ended on December 31, 2014 for options awarded under the Plan, as well as the value earned under non-equity incentive plans for the same period.

Name	Option-based awards- Value ⁽¹⁾ vested during the year (\$)	Share-based awards - Value vested during the year (\$)	Non-equity incentive plan compensation - Value earned during the year (\$)
R. Michael Jones	Nil	N/A	Nil
Frank R. Hallam	Nil	N/A	Nil
Sandy McVey	Nil	N/A	Nil
Michael Allen	Nil	N/A	Nil

Note:

- (1) Value vested during the year is calculated by subtracting the market price of the Company's Common Shares on the date of grant from the exercise price of the option. All options were fully vested on the date of grant and therefore the value was \$nil.

Termination and Change of Control Benefits

The Company has not entered into any contract, agreement, plan or arrangement that provides for payments to a Named Executive Officer at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change in control of the Company or a change in the NEO's responsibilities, except as listed below:

- The Company entered into an employment agreement in June 2010 with Michael G. Allen, the Company's VP Exploration (the "**Allen Agreement**").

- The Company entered into an employment agreement in February 2013 with Sandy McVey, the Company's COO (the "**McVey Agreement**").
- The Company entered into a management services agreement in July 2014 with R. Michael Jones, the Company's CEO & President (the "**Jones Agreement**").
- The Company entered into an executive employment agreement in July 2014 with Frank Hallam, the Company's CFO & Corporate Secretary (the "**Hallam Agreement**").

For the purposes of the Allen Agreement and the McVey Agreement, "**Change of Control**" is defined as the acquisition, directly or indirectly, by any person or group of persons acting in concert (as such terms are defined in the *Securities Act* (British Columbia)), of Common Shares which, when added to all other Common Shares at the time held directly or indirectly by such person or persons acting in concert, totals for the first time of more than 50% of the then outstanding Common Shares.

For the purposes of the Jones Agreement and the Hallam Agreement, "**Change Of Control**" is defined as a) the acquisition, beneficially, directly or indirectly, by any person or group of persons acting jointly or in concert, within the meaning of Multilateral Instrument 62-104, Takeover Bids and Issuer Bids (or any successor instrument thereto), of common shares of the Company which, when added to all other common shares of the Company at the time held beneficially, directly or indirectly by such person or persons acting jointly or in concert, totals for the first time more than 50% of the then outstanding Common Shares of the Company; or b) the removal by extraordinary resolution of the shareholders of the Company, of more than 51% of the then incumbent directors of the Company, or the election of a majority of directors to the Company's board who were not nominees of the Company's incumbent board at the time immediately preceding such election; or c) the consummation of a sale of all or substantially all of the assets of the Company, or the consummation of a reorganization, merger or other transaction which has substantially the same effect; or d) a merger, consolidation, plan of arrangement or reorganization of the Company that results in the beneficial, direct or indirect transfer of more than 50% of the total voting power of the resulting entity's outstanding securities to a person, or group of persons acting jointly and in concert, who are different from the person that have, beneficially, directly or indirectly, more than 50% of the total voting power prior to such transaction.

For the purposes of the Allen Agreement and the McVey Agreement, "**Good Cause**" is defined as: (a) the assignment by the Company of any substantial new duties inconsistent with the employee's positions, duties, responsibilities and status immediately prior to such change; (b) a material reduction in the employee's responsibilities; (c) a reduction by the Company in the employee's annual salary; or (d) the failure by the Company to continue in effect, or a material change in the terms of the employee's participation in the benefits under any incentive or benefit plan in which the employee is participating, the effect of which would be to materially reduce the total value in the employee's benefits or any reduction by the Company of the number of paid vacation days to which the employee is entitled.

For the purposes of the Jones Agreement and the Hallam Agreement, "**Good Cause**" is defined as: (a) upon the material breach of any material term of the Agreement by the Company if such breach or default has not been remedied to the reasonable satisfaction of Mr. Jones or Mr. Hallam within 30 days after written notice of the breach of default has been delivered by Mr. Jones or Mr. Hallam to the Company; (b) a material reduction in Mr. Jones' or Mr. Hallam's responsibilities, title or reporting, except as a result of Mr. Jones' or Mr. Hallam's disability; (c) any reduction by the Company in Mr. Jones' or Mr. Hallam's annual fee or salary; or (d) relocation of Mr. Jones' or Mr. Hallam's principal office location more than 25 kilometres.

For the purposes of the Allen Agreement, the McVey Agreement, the Jones Agreement and the Hallam Agreement, the last day of employment is defined as the "**Termination Date**".

Pursuant to the Allen Agreement, Mr. Allen agreed to perform those services normally or usually associated with the position of VP Exploration. The Allen Agreement is for an indefinite term but may be terminated: (A) by the Company, without cause, by notice in writing stating the last day of employment

and (B) by Mr. Allen, by resignation, upon two weeks' notice to the Company for Good Cause, upon which the Company shall provide Mr. Allen with the following: (i) the full amount of the instalments falling due to Mr. Allen in respect of his salary through to the Termination Date, the amount of any accrued unpaid vacation pay to the Termination Date, all expenses reimbursable pursuant to the Allen Agreement and any other compensation actually accrued and then payable which has not yet been paid; (ii) a lump sum payment equal to six months of Mr. Allen's annual salary, exclusive of any benefits, bonuses, and other amounts; (iii) continuing Mr. Allen's stock options until the earlier of their normal expiry and one month from the Termination Date; (iv) a bonus, if the event giving rise to the bonus occurs within two months of the date of the notice of termination and; (v) continuing Mr. Allen's benefits then in effect, other than disability insurance, until the earlier of six months from the Termination Date or Mr. Allen obtaining similar benefits through other employment (the Company shall pay Mr. Allen an amount equal to twelve months of the then prevailing premiums for his long-term disability insurance).

The Company may at any time terminate the Allen Agreement for any just cause that would in law permit the Company to terminate the Allen Agreement without notice, or if at any time the Exchange (or such other stock exchange on which the Common Shares may then be listed) determines that Mr. Allen is unacceptable or unable to serve as an officer of the Company. In such event, Mr. Allen shall not be entitled to any compensation or notice, but shall be entitled to receive the full amount of the instalments falling due in respect of Mr. Allen's annual salary through to the effective date of termination. Mr. Allen's stock options shall terminate at the time of notice of termination for cause.

Upon the completion of a Change of Control of the Company, the employment of Mr. Allen shall immediately terminate on that date and on the fifth business day following the Termination Date, the Company shall provide Mr. Allen with the following compensation: (i) the full amount of the instalments falling due to Mr. Allen in respect of his salary through to the Termination Date, the amount of any accrued unpaid vacation pay to the Termination Date, all expenses reimbursable pursuant to the Allen Agreement and any other compensation actually accrued and then payable which has not yet been paid; (ii) a lump sum payment equal to twelve months of Mr. Allen's annual salary, exclusive of any benefits, bonuses, and other amounts; (iii) at Mr. Allen's option and subject to the terms and conditions of the Company's then outstanding stock option plan: (A) a cash amount equal to the aggregate spread between the exercise price of all such options which are in the money on the Termination Date, whether or not they are fully exercisable, and the average of the closing prices of the Common Shares on the Exchange (or such other stock exchange on which the Common Shares are then listed) for 30 days preceding the Termination Date; or (B) continuing Mr. Allen's stock options until the earlier of their normal expiry; and (iv) continuing Mr. Allen's benefits then in effect, other than disability insurance, until the earlier of twelve months from the Termination Date or Mr. Allen obtaining similar benefits through other employment (the Company shall pay Mr. Allen an amount equal to twelve months of the then prevailing premiums for his long-term disability insurance).

The following table shows estimated incremental payments triggered pursuant to termination of employment of a NEO in accordance with the termination provisions described above:

Name of NEO	Termination Without Cause Provision Value⁽¹⁾⁽²⁾⁽³⁾	Termination on Change of Control Provision Value⁽¹⁾⁽²⁾⁽³⁾	Resignation for Good Cause Provision Value⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
Michael Allen	\$87,500	\$175,000	\$87,500

Notes:

- (1) The termination values assume that the triggering event took place on the last business day of the Company's financial year-end December 31, 2014.
- (2) Value of earned/unused vacation and amounts owing for expense reimbursement are not included as they are not considered as "incremental" payments made in connection with termination of employment.
- (3) The accelerated option-based award value on the last business day of the Company's year-end (December 31, 2014) was \$Nil.
- (4) The Allen Agreement may also be terminated by Mr. Allen upon two weeks' written notice, in which event Mr. Allen shall not be entitled to a severance payment but shall be entitled to receive the full amount of the instalments falling due in respect of his annual salary through to the date Mr. Allen leaves his position, plus the amount, if any, of any expenses

reimbursable, and the amount, if any, of any other compensation actually accrued and then payable to Mr. Allen which has not been paid.

Pursuant to the McVey Agreement, Mr. McVey agreed to perform those services normally or usually associated with the position of COO. The McVey Agreement is for an indefinite term but may be terminated: (A) by the Company, without cause, by notice in writing stating the last day of employment and (B) by Mr. McVey, by resignation, upon three weeks' notice to the Company for Good Cause, upon which the Company shall provide Mr. McVey with the following: (i) the full amount of the instalments falling due to Mr. McVey in respect of his salary through to the Termination Date, the amount of any accrued unpaid vacation pay to the Termination Date, all expenses reimbursable pursuant to the McVey Agreement and any other compensation actually accrued and then payable which has not yet been paid; (ii) a lump sum payment equal to six months of Mr. McVey's annual salary, exclusive of any benefits, bonuses, and other amounts; (iii) continuing Mr. McVey's stock options until the earlier of their normal expiry and one month from the Termination Date; (iv) a bonus, if the event giving rise to the bonus occurs within two months of the date of the notice of termination and; (v) continuing Mr. McVey's benefits then in effect, other than disability insurance, until the earlier of six months from the Termination Date or Mr. McVey obtaining similar benefits through other employment (the Company shall pay Mr. McVey an amount equal to twelve months of the then prevailing premiums for his long-term disability insurance).

The Company may at any time terminate the McVey Agreement for any just cause that would in law permit the Company to terminate the McVey Agreement without notice, or if at any time the Exchange (or such other stock exchange on which the Common Shares may then be listed) determines that Mr. McVey is unacceptable or unable to serve as an officer of the Company. In such event, Mr. McVey shall not be entitled to any compensation or notice, but shall be entitled to receive the full amount of the instalments falling due in respect of Mr. McVey's annual salary through to the effective date of termination. Mr. McVey's stock options shall terminate at the time of notice of termination for cause.

Upon the completion of a Change of Control of the Company, the employment of Mr. McVey shall immediately terminate on that date and on the fifth business day following the Termination Date, the Company shall provide Mr. McVey with the following compensation: (i) the full amount of the instalments falling due to Mr. McVey in respect of his salary through to the Termination Date, the amount of any accrued unpaid vacation pay to the Termination Date, all expenses reimbursable pursuant to the McVey Agreement and any other compensation actually accrued and then payable which has not yet been paid; (ii) a lump sum payment equal to twelve months of Mr. McVey's annual salary, exclusive of any benefits, bonuses, and other amounts; (iii) at Mr. McVey's option and subject to the terms and conditions of the Company's then outstanding stock option plan: (A) a cash amount equal to the aggregate spread between the exercise price of all such options which are in the money on the Termination Date, whether or not they are fully exercisable, and the average of the closing prices of the Common Shares on the Exchange (or such other stock exchange on which the Common Shares are then listed) for 30 days preceding the Termination Date; or (B) continuing Mr. McVey's stock options until the earlier of their normal expiry; and (iv) continuing Mr. McVey's benefits then in effect, other than disability insurance, until the earlier of twelve months from the Termination Date or Mr. McVey obtaining similar benefits through other employment (the Company shall pay Mr. McVey an amount equal to twelve months of the then prevailing premiums for his long-term disability insurance).

The following table shows estimated incremental payments triggered pursuant to termination of employment of a NEO in accordance with the termination provisions described above:

Name of NEO	Termination Without Cause Provision Value⁽¹⁾⁽²⁾⁽³⁾	Termination on Change of Control Provision Value⁽¹⁾⁽²⁾⁽³⁾	Resignation for Good Cause Provision Value⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
Sandy McVey	\$97,500	\$195,000	\$97,500

Notes:

- (1) The termination values assume that the triggering event took place on the last business day of the Company's financial year-end December 31, 2014.

- (2) Value of earned/unused vacation and amounts owing for expense reimbursement are not included as they are not considered as “incremental” payments made in connection with termination of employment.
- (3) The accelerated option-based award value on the last business day of the Company’s year-end (December 31, 2014) was \$Nil.
- (4) The McVey Agreement may also be terminated by Mr. McVey upon three weeks’ written notice, in which event Mr. McVey shall not be entitled to a severance payment but shall be entitled to receive the full amount of the instalments falling due in respect of his annual salary through to the date Mr. McVey leaves his position, plus the amount, if any, of any expenses reimbursable, and the amount, if any, of any other compensation actually accrued and then payable to Mr. McVey which has not been paid.

Pursuant to the Jones Agreement, Mr. Jones agreed to perform those services normally or usually associated with the position of CEO & President. The Jones Agreement is for an indefinite term but may be terminated: (A) by the Company, without cause, by notice in writing stating the last day of employment and (B) by Mr. Jones, by resignation, upon two weeks’ notice to the Company for Good Cause (as defined below), upon which the Company shall provide Mr. Jones with the following: (i) the final wages; (ii) an additional lump sum amount equivalent to the number of months of Mr. Jones’ then monthly fee times 24 months; and (iii) continuing Mr. Jones’ benefits then in effect, other than disability insurance, until the earlier of the end of the 24 month period or Mr. Jones obtaining similar benefits through other employment.

The Company may at any time terminate the Jones Agreement for any just cause that would in law permit the Company to terminate the Jones Agreement without notice, or if at any time the Exchange (or such other stock exchange on which the Common Shares may then be listed) determines that Mr. Jones is unacceptable or unable to serve as an officer of the Company. In such event, Mr. Jones shall not be entitled to any compensation or notice, but shall be entitled to receive the full amount of the instalments falling due in respect of Mr. Jones’ annual salary through to the effective date of termination. Mr. Jones’ stock options shall terminate at the time of notice of termination for cause.

In the event of a Change of Control of the Company, Mr. Jones shall have a special right to resign on one month’s written notice, which notice must be delivered no sooner than 90 days and no later than 180 days following the Change Of Control. In such event, Mr. Jones shall be entitled to receive a Change Of Control severance payment. Also, if within 12 months after a Change Of Control Mr. Jones elects to resign for Good Cause, or if the Company terminates Mr. Jones employment without just cause, then in either instance Mr. Jones will be entitled to receive the Change of Control severance payment.

Upon the completion of a Change Of Control of the Company, the employment of Mr. Jones shall immediately terminate on that date and on the seventh business day following the Termination Date, the Company shall provide Mr. Jones with the following compensation: (i) the final fees; (ii) an additional lump sum amount equivalent to 60 months of Mr. Jones’ then monthly fee; (iii) an additional lump sum equal to the sum of the amounts paid as bonuses to Mr. Jones in respect of the completed 1 year preceding the Termination Date divided by 12 multiplied by the number of completed months in the current bonus year through to the Termination Date; (iv) an additional lump sum equal to the average monthly bonus multiplied by the number of months in the 60 month period, and (v) continuing Mr. Jones’ benefits then in effect, other than disability insurance, until the earlier of the end of the 60 month period or Mr. Jones obtaining similar benefits through other employment.

The following table shows estimated incremental payments triggered pursuant to termination of employment of a NEO in accordance with the termination provisions described above:

Name of NEO	Termination Without Cause Provision Value⁽¹⁾⁽²⁾⁽³⁾	Termination on Change of Control Provision Value⁽¹⁾⁽²⁾⁽³⁾	Resignation for Good Cause Provision Value⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
R. Michael Jones	\$84,000	\$466,250	\$84,000

Notes:

- (1) The termination values assume that the triggering event took place on the last business day of the Company’s financial year-end December 31, 2014.

- (2) Value of earned/unused vacation and amounts owing for expense reimbursement are not included as they are not considered as “incremental” payments made in connection with termination of employment.
- (3) The accelerated option-based award value on the last business day of the Company’s year-end (December 31, 2014) was \$Nil.
- (4) The Jones Agreement may also be terminated by Mr. Jones upon two weeks’ written notice, in which event Mr. Jones shall not be entitled to a severance payment but shall be entitled to receive the full amount of the instalments falling due in respect of his annual salary through to the date Mr. Jones leaves his position, plus the amount, if any, of any expenses reimbursable, and the amount, if any, of any other compensation actually accrued and then payable to Mr. Jones which has not been paid.

Pursuant to the Hallam Agreement, Mr. Hallam agreed to perform those services normally or usually associated with the position of CFO. The Hallam Agreement is for an indefinite term but may be terminated: (A) by the Company, without cause, by notice in writing stating the last day of employment and (B) by Mr. Hallam, by resignation, upon two weeks’ notice to the Company for Good Cause, upon which the Company shall provide Mr. Hallam with the following: (i) the final wages; (ii) an additional lump sum amount equivalent to twenty four months of Mr. Hallam’s annual salary rate; and (iii) continuing Mr. Hallam’s benefits then in effect, other than disability insurance, until the earlier of the end of the 24 month period or Mr. Hallam obtaining similar benefits through other employment.

The Company may at any time terminate the Hallam Agreement for any just cause that would in law permit the Company to terminate the Hallam Agreement without notice, or if at any time the Exchange (or such other stock exchange on which the Common Shares may then be listed) determines that Mr. Hallam is unacceptable or unable to serve as an officer of the Company. In such event, Mr. Hallam shall not be entitled to any compensation or notice, but shall be entitled to receive the full amount of the instalments falling due in respect of Mr. Hallam’s annual salary through to the effective date of termination. Mr. Hallam’s stock options shall terminate at the time of notice of termination for cause.

In the event of a Change of Control of the Company, Mr. Hallam shall have a special right to resign on one month’s written notice, which notice must be delivered no sooner than 90 days and no later than 180 days following the Change of Control. In such event, Mr. Hallam shall be entitled to receive a Change of Control severance payment. Also, if within 12 months after a Change of Control Mr. Hallam elects to resign for Good Cause, or if the Company terminates Mr. Hallam’s employment without just cause, then in either instance Mr. Hallam will be entitled to receive the Change of Control severance payment.

Upon the completion of a Change of Control of the Company, the employment of Mr. Hallam shall immediately terminate on that date and on the seventh business day following the Termination Date, the Company shall provide Mr. Hallam with the following compensation: (i) the final wages; (ii) an additional lump sum amount equivalent to five years of Mr. Hallam’s then Annual Salary; (iii) an additional lump sum equal to the product of the most recent annual bonus paid to Mr. Hallam prior to the Termination Date multiplied by the number of completed months in the current bonus year through to the Termination Date divided by 12; (iv) an additional lump sum equal to the product of the most recent annual amount paid as bonus to Mr. Hallam in respect of a year preceding the Termination Date multiplied by 5; and (v) continuing Mr. Hallam’s benefits then in effect, other than disability insurance, until the earlier of the end of the five year period or Mr. Hallam obtaining similar benefits through other employment.

The following table shows estimated incremental payments triggered pursuant to termination of employment of a NEO in accordance with the termination provisions described above:

Name of NEO	Termination Without Cause Provision Value⁽¹⁾⁽²⁾⁽³⁾	Termination on Change of Control Provision Value⁽¹⁾⁽²⁾⁽³⁾	Resignation for Good Cause Provision Value⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
Frank Hallam	\$72,000	\$410,000	\$72,000

Notes:

- (1) The termination values assume that the triggering event took place on the last business day of the Company’s financial year-end December 31, 2014.

- (2) Value of earned/unused vacation and amounts owing for expense reimbursement are not included as they are not considered as “incremental” payments made in connection with termination of employment.
- (3) The accelerated option-based award value on the last business day of the Company’s year-end (December 31, 2014) was \$Nil.
- (4) The Hallam Agreement may also be terminated by Mr. Hallam upon two weeks’ written notice, in which event Mr. Hallam shall not be entitled to a severance payment but shall be entitled to receive the full amount of the instalments falling due in respect of his annual salary through to the date Mr. Hallam leaves his position, plus the amount, if any, of any expenses reimbursable, and the amount, if any, of any other compensation actually accrued and then payable to Mr. Hallam which has not been paid.

Pension Plan Benefits

The Company does not have a pension plan or provide any benefits following or in connection with retirement.

Director Compensation

Director’s fees (for directors who are not also an NEO) were recommended by the Compensation Committee based on a review of prevailing market conditions and a comparison to peer group companies with similar lines of business, market capitalization and public stock exchange listings and subsequently approved by the Board.

Activity	Compensation
Membership on the Board ⁽¹⁾	\$15,000
Preparation and attendance at Board Meetings ⁽²⁾	\$1,000
Preparation and attendance of chair at Board Meetings	\$1,250
Preparation and attendance at Audit Committee Meetings	\$1,000
Preparation and attendance of chair at Audit Committee Meetings	\$1,250
Preparation and attendance at Compensation Committee Meetings	\$1,000
Preparation and attendance of chair at Compensation Committee Meetings	\$1,250

Notes:

- (1) \$15,000 per annum.
- (2) \$1,000 per meeting as well as for the remainder for the Committee work. If two or more meetings are held on the same day, only one fee is payable.

Director Compensation Table

The following table sets forth all amounts of compensation provided to the directors of the Company who are not also NEOs for the Company’s most recently completed financial year ended December 31, 2014. No NEO of the Company who is also a director of the Company received any form of compensation from the Company for his role as a director.

Name	Fees Earned (\$)	Share-based awards (\$)	Option-based awards ⁽¹⁾ (\$)	Non-equity incentive plan compensation	Pension Value (\$)	All other compensation (\$)	Total (\$)
Pierre Lebel	\$25,000	Nil	\$65,776	Nil	Nil	Nil	\$90,776
John Brock	\$26,250	Nil	\$65,776	Nil	Nil	Nil	\$92,026
Kevin Falcon	\$27,000	Nil	\$65,776	Nil	Nil	Nil	\$92,776

Note:

- (1) The option-based awards dollar value was calculated using a Black-Scholes model, which used the following assumptions for risk-free interest rates 1.47%, dividend yields 0.00%, volatility 90% and the expected life of the options of 5 years.

The Company has no standard arrangement pursuant to which Directors are compensated by the Company for their services in their capacity as Directors other than the unissued treasury Common Shares

that may be issued upon the exercise of the Directors' Stock Options. There has been no other arrangement pursuant to which Directors were compensated by the Company in their capacity as Directors except as disclosed herein or disclosed in the Company financial statements and management discussion and analysis.

Outstanding Option-Based Awards

The following table sets forth each director, other than those who are NEOs, all awards outstanding at the end of the most recently completed financial year. As at December 31, 2014, these option-based awards have vested.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾	Number of shares or units of shares that have not vested (#)	Market or payout value of share based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Pierre Lebel	125,000 750,000	\$0.60 \$0.15	May 28, 2015 June 24, 2019	Nil Nil	N/A N/A	N/A N/A	N/A N/A
John Brock	125,000 750,000	\$1.15 \$0.15	Sept 30, 2015 June 24, 2019	Nil Nil	N/A N/A	N/A N/A	N/A N/A
Kevin Falcon	750,000	\$0.15	June 24, 2019	Nil Nil	N/A N/A	N/A N/A	N/A N/A

Note:

- (1) Value is calculated based on the difference between the exercise price of the option and the closing price of the Company's Common Shares on the Exchange on December 31, 2014 (being \$0.07).

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth, for each director, other than those who are also NEOs, the value of all incentive plan awards vested during the year ended December 31, 2014.

Name (a)	Option-based awards - Value vested during the year ⁽¹⁾ (\$) (b)	Share-based awards - Value vested during the year (\$) (c)	Non-equity incentive plan compensation - Value earned during the year (\$) (d)
Pierre Lebel	Nil	Nil	Nil
John Brock	Nil	Nil	Nil
Kevin Falcon	Nil	Nil	Nil

Note:

- (1) Value vested during the year is calculated by subtracting the market price of the Company's Common Shares on the date the option vested (being the closing price of the Company's Common Shares on the Exchange on the last trading day prior to the vesting date) from the exercise price of the option. All options are fully vested on the grant dates thereof.